



**creative
minds**
INTERNATIONAL
PUBLIC CHARTER SCHOOL

**REQUEST FOR PROPOSAL (RFP)
FOR
CONSTRUCTION MANAGEMENT
SERVICES
AT
CREATIVE MINDS INTERNATIONAL
PUBLIC CHARTER SCHOOL
DUE 12:00 PM ON FEBRUARY 11, 2020**

Overview of School

1. Creative Minds International Public Charter School (CMI) serves about 525 District of Columbia students from Pre-K through 8th grade. We are located in the historic Sherman building on the Armed Forces Retirement Home (AFRH) property (3700 N Capitol Street NW, Washington DC 20011). CMI has continued to grow and will eventually serve about 650 District of Columbia students.
2. CMI's mission is to offer early childhood, elementary, and middle school DC Public School students a highly engaging, rigorous, international, and inclusive education plan that provides them with the knowledge and skills required for successful participation in a global society through a project and arts-based international curriculum to foster creativity, self-motivation, social and emotional development, and academic excellence.

Intent and Definitions

1. The goal of this RFP is to solicit professional and competent construction management services. CMI is seeking a firm to manage a construction project to renovate ~6100 square feet of currently unoccupied space as well as upgrade select features in the currently occupied spaces using a combination of private and federal funds.
2. The term "CMI" refers to Creative Minds International Public Charter School.
3. The term "contractor", "consultant", "firm", "vendor", or "bidder" means the responsible bidder.
4. The term "successful contractor" or "successful bidder" refers to the bidder awarded the contract.
5. The term "Construction Project Manager" or "Construction Manager" refers to the contractor person responsible for managing the assigned construction project.
6. CMI intends to use the construction delivery method. This process is defined as a contracting process where (a) CMI hires a designer to create the plans and specifications, (b) uses the designer's plans and specifications to solicit competitive proposals, and (c) awards the contract to build the project to the lowest responsive bidder/best value proposer.
7. The term "Armed Forces Retirement Home" or "ARFH" refer to federal entity that manages overviews the Armed Force Retirement Home and its surrounding campus.

Scope of Work

1. Project Overview
 - The goal is to have this project completed by August 1, 2020. The preconstruction planning & coordination phase (hereafter referred to as preconstruction) is expected to last 5-7 weeks. The construction phase is expected to last 12-15 weeks;
 - This project has a budget of ~\$1,000,000. The funding is a combination of private and federal funds;

- The permitting process is atypical. The permit will be issued by an entity of the federal government, the Armed Forces Retirement Home (not DCRA) as CMI is located on federal government property;
- This project has two parts: renovation of ~6100 ft.2 of currently unoccupied space and upgrades of existing academic spaces;
- The renovation of the unoccupied spaces will bring three additional classrooms (target age range K~3 grade) as well as common and administrative spaces to support our continued growth;
- Upgrades in the occupied spaces will aim to:
 - Improve natural lighting in hallways through efforts such as replacing wood in existing transoms with translucent materials;
 - Mitigate noise in classrooms, hallways, and common spaces
 - Address security issues, including increasing visibility into classrooms and providing better access control with one known exterior door
 - Realize a consistent and thoughtful design scheme such as unified window treatments

2. Project Timeline

- Engage architect and begin design, historic review, and permitting process – January 2020;
- Non-mandatory construction RFP walk-through on January 27, 2020 at 12:30 PM.
- Contract effective date - early March 2020;
- Preconstruction - early March – early April 2020;
- Construction to begin around in early April 2020;
- Construction to be completed by July 31, 2020.

3. General Overview – CMI is seeking a vendor to:

- Provide preconstruction services on a tight schedule in coordination with CMI's representative and the architect's representative to ensure that the project conforms to regulatory requirements. These include:
 - Cost estimations
 - Detailed project scheduling and phasing
 - Compliance with the Davis-Bacon act, as necessary
 - Scope analysis
 - Constructability reviews
 - Value engineering
 - Market availability
 - Design assistance to ensure that the project is feasible and within budget
 - Historical review documentation and approval
- The Construction Manager will:
 - Be responsible for managing all remodeling and renovation construction work in a historic facility
 - Oversee all subcontractors
 - Oversee construction quality control monitoring, testing, and inspections
 - Oversee construction safety for all stakeholders

- Ensure work is being conducted to industry standards using best practices
- Communicate daily with CMI's owner representative
- Coordinate and document communication with and among the Design Team
- Coordinate bi-weekly construction meetings with CMI representative, architects, and other stakeholders as deemed necessary by CMI
- Manage and document construction meetings
- Maintain and share with CMI a digital photo or video log of the construction progress at each stage
- Document and coordinate any construction request for information (RFI)
- Document and coordinate any requests for changes to project, response from design team and other stakeholders (e.g., historic review, etc.), as applicable, and all approved and denied requests for changes
- Document and coordinate any landlord (AFRH) requests for changes to project, response from design team and other stakeholders (e.g., historic review, etc.), if applicable, and all approved and denied requests for changes
- Oversee document management and control, including all construction, construction administration, documents, correspondence, and as-builds, regardless of format (paper or electronic)
- Document and coordinate construction team payment request
- Assist in preparing in-kind credits for CMI to AFRH
- Provide editorial support, as needed, regarding the development of content/strategy/key messaging of the project to stakeholders;
- Submit a close out report that details all deviations from the drawings, including location of deviation, material deviations, etc.
- Perform commissioning and close-out services
- The Construction Manager will, at its own cost, furnish and maintain in good condition all necessary personal protective safety equipment a required for the type of work in accordance with the latest Occupational Safety and Health Administration (OSHA) and Environmental Protect Agency (EPA) rules and regulations;
- The Construction Manager will hold all subcontracts and supply agreements and will be directly responsible to those entities for payments.

Vendor Qualifications and Requirements

1. Qualifications

- Demonstrated expertise in innovative educational construction with effective value on a modest budget;
- Experience working with non-profits, especially charter schools;
- Proven track record of providing real results in a timely fashion.
- Demonstrated experience working on renovations of registered historic buildings

2. Requirements

- Must be qualified to provide comprehensive educational facility renovations and remodeling services in a historic building;

- Be licensed to do business in the District of Columbia. The amount of the bid shall not exceed the license limit;
- Capable of providing qualified human and technical resources in-house to perform the tasks in an expeditious and economical manner consistent with the interests of CMI;
- Compliant with Omnibus Act of 2018, as applicable;
- Have sufficient liability insurance;
- Not be debarred and suspended from receiving federal funds;
- Three references.

Bid Details and Submissions

1. Bids must include the following:

- Detailed proposal to realize the goals of this RFP;
- Detailed description of your approach and experience with construction of schools in historic building environments. The approach should clearly convey how your firm will leverage and apply experience gained from similar projects;
- Description of methodology and philosophy for:
 - Engaging with CMI and different stakeholders
 - Engaging with the architect
 - Interfacing with outside entities such as AFRH and Historic Review Committee
 - Ensuring smooth preconstruction and construction processes
 - Ensuring cost value
 - Maintaining project's budget and schedule
 - Meeting quality objectives
 - Addressing challenges specific to the project
 - Ensuring milestones are achieved in a timely manner
 - Complying with Davis-Bacon Act
 - Complying with OSHA standards, including your company's current safety EMR or equivalent
- Description of your firm's experience with the following:
 - Building Information Modeling (BIM) tools on education projects
 - Community engagement with different stakeholders
 - Historical reviews
 - Atypical permitting processes
- Explanation of your method to assemble Guaranteed Maximum Price (GMP) and define your philosophy with regard to:
 - Allowances
 - Contingencies
 - Line-item savings
 - Overall savings
 - Scope changes
 - Shared savings
 - How your firm will administer GMP from the preconstruction to project close out

- Summary of your approach to budgeting and purchasing subcontractors and material trade items. Provide sample budget formats and documentation;
- Description of your firm's approach to maintain a safe and secure work environment for all stakeholders, including workers, CMI staff and students, and neighboring properties;
- Company background, profile and primary contact information;
- Organization chart with all key personnel staffing the project
- Resumes for the project manager;
- Clear description of warranty and warranty period;
- Clear pricing structure and payment schedule. Pricing should be fixed (either dollar amount or percentage of actual cost) with a clear breakdown between preconstruction, construction, mark-up fees, change-order costs, etc.;
- Completion of pricing form (Addendum A)
- Any exclusions should be clearly stated along with a proposed rate to add such exclusions. Note that additional administrative time, travel time to CMI, etc. are not billable expenses;
- Provide names, addresses, and brief descriptions of any consulting or engineering firms that may be employed as partners in this project. Include length of existing relationship and example of collaborations (maximum of three projects per firm);
- List of your Preschool- 8th grade education projects in the past five years. Include client name, email, location, enrollment, type of construction (new or renovation), gross square footage of new build, gross square footage of renovation, targeted vs. actual opening date, construction budget, bid amount, final cost, and general descriptions of change orders;
- Provide photos and references of three projects that are the most similar to this RFP scope;
- Whether your company is a small business, based in DC, or a Certified Business Enterprise;
- Proof of liability insurance;
- Certified statement that your firm is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
- Proposal must be signed by an officer of the contractor who is legally authorized agent to enter into a contract.

2. Submissions:

- All questions should be submitted to Heather Hesslink at heather.hesslink@creativemindspcs.org.
- A non-mandatory walk through is scheduled for January 27, 2020 at 12:30 PM. Please email heather.hesslink@creativemindspcs.org to RSVP.
- All bid proposals will be accepted until **12:00 PM on February 11, 2020**.
- Interested vendors will respond to the advertised Notice of RFP via email at heather.hesslink@creativemindspcs.org.
- Complete RFP details can be found at <https://www.creativemindspcs.org/requests-for-proposal>.
- Any proposal received after **12:01 PM on February 11, 2020** is deemed non-responsive and will not be considered.

- Proposals will not be accepted by oral communications, telephone, telegraphic transmission, or fax.
- All costs attributable to the preparation of a proposal or any presentation required to supplement or clarify the proposal are borne by the contractor.
- CMI will use the sealed bid method and rank the proposals in terms of meeting the requirements of this RFP using best value method. Additional information may be sought from contractor during the evaluation period.
- All proposals will remain valid for a minimum period of 120 days subsequent to the RFP closing date.

Reservation of Rights

1. Any proposal not providing the required information or not conforming to the format specified in this RFP may be disqualified.
2. CMI reserves the right at its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to:
 - Accept or reject, in whole or in part, any or all proposals with or without cause;
 - Waive any irregularity or informality in the RFP process or any proposal;
 - Make corrections or amendments due to errors identified in proposals by CMI or the bidder;
 - Modify and/or amend the final contract in negotiation with the contractor;
 - Select one or more bidders to perform the services;
 - Only make renewals via written agreement between CMI and the vendor.

Document Interpretation

1. In the event of any conflict of interpretation of any part of this overall document, the interpretation shall be governed by the laws of District of Columbia.

Hold Harmless Agreement

1. The successful bidder(s), its agents, employees (paid or volunteer), directors and/or assigns shall indemnify, hold harmless, and defend CMI, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the bidder and its agents, employees (paid or volunteer), directors and/or assigns in the indemnification shall also include reasonable attorneys' fees, court costs, and expenses.

Inspections

1. CMI reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and the needs of CMI. If a bidder cannot furnish a sample of the proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, CMI can reject the proposal as inadequate.

Pricing

1. Prices for all goods and/or services shall be negotiated to a firm amount for the duration of the contract or as agreed to in terms of time frame and/or method of determining price escalations, if applicable.
2. All prices and methods of determining prices must be written ink or typed. Where unit pricing and extended pricing differ, unit pricing will prevail.

Invoice and Payments

1. The bidder(s) who is awarded the contract is required to send all invoices to invoice@creativemindspcs.anybill.com.
2. Invoices shall be provided within 30 days of providing goods and/or services to CMI or according to the terms in the executed contract.
3. CMI will pay invoices on net-30 days.
4. In the event that CMI is presented with invoices, statements, reports, etc. that are incomplete, or inaccurate, CMI may be required to perform substantial research which could result in delay of payment. CMI will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices.
5. CMI is exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, CMI will not be responsible for payment of the taxes. The bidder awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to CMI.
6. If CMI makes the payment within fourteen (14) days from receipt of the invoice, a three percent (3%) credit of the invoiced amount will be credited to the next invoice. There is no credit or penalty if this payment is not received in this window.

Transition

1. If an executed contract with the bidder terminates for any reason, CMI reserves the right to have a transition period to a new provider. During this transition period, CMI will pay for these goods and/or services to the provider at the negotiated rate(s) in existence at that time. CMI further reserves the right to establish the length of the transition period and communicate this transition period to the provider; however, such transition period shall not exceed 120 days.

Warranties and Associations

1. Bidder(s) shall furnish all data pertinent to warranties or guarantees that may apply to items in the proposal. Bidder(s) may not limit or exclude any implied warranties.
2. Bidder(s) may not use the CMI official logo(s), or any phrase associated with CMI, without written permission from CMI.

Exceptions, Alternations, Additions, or Modifications

1. If any exceptions, alterations, additions, or modifications are submitted by the bidder to any portion of this RFP, the bidder must clearly indicate the exceptions, alterations, additions and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the bidder of the RFP as proposed by CMI. CMI reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

Proposal Preparation Costs and Document Retention

1. All costs related to the preparation and submission of this proposal shall be paid by the bidder. Issuance of this RFP does not commit CMI, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate CMI to award a contract or purchase any goods and services stated in the RFP.
2. All proposed materials and supporting documentation that are submitted in response to this proposal become permanent property of CMI.

Evaluation and Award

1. This RFP in no manner obligates CMI to the eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of CMI and may be terminated at any time prior to the signing of the contract. CMI may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful bidder(s).
2. If CMI is unable to agree to contract terms, CMI reserves the right to terminate contract negotiations with a bidder and initiate negotiations with another bidder. CMI reserves the right to select services and products from any number of bidders if in its sole discretion, it is in the best interest of CMI to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of CMI and such evaluation and determination of best value shall be solely at the discretion of CMI.
3. CMI reserves the right to award the contract to one or more of the bidders at its sole discretion.
4. Purchase price is not the only criteria that will be used in the evaluation process. CMI will use the "Best Value" process in awarding the contract for this project. Additional factors include:
 - Price;
 - Experience, reputation, and expertise;
 - Stability and financial responsibility;
 - Quality and range of proposed goods and/or services;
 - Quality of proposal to meet the objectives of this RFP and CMI's needs;
 - Ability to provide goods and/or services in a reliable, expedient, and efficient manner;
 - References;
 - Company mission, DC based business, and minority-owned business.

Non-performance by bidder/contractor

1. Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by CMI on the basis of nonperformance.
2. Nonperformance shall be determined as follows:
 - Failure to meet and maintain all qualifications required in this RFP;
 - Failure to keep and maintain all required insurance coverage;
 - Failure to meet required operating performance standards in the time period required and consistent with workmanlike and professional manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective.";
 - Failure to rectify deficiencies within thirty (30) days of written notification of such deficiency, or such shorter period of time as set forth in the Contract Documents;
 - Failure to comply the Omnibus Act of 2018 (as applicable to the scope of work).

Licensing and Insurance

1. All bidders must supply evidence of appropriate licenses and certifications that apply to this contract and the ability to conduct business in Washington DC.
2. The contractor agrees to carry (1) CMI, (2) Newman Architects, and (3) Others as required (TBD) as "additional insured" for all policies except Worker's Compensation.
3. All bidders must provide evidence of insurance or insurability. Contractor shall maintain at its own expense throughout the life of this Agreement, the following insurance with insurers reasonably acceptable to CMI. The successful bidder must provide written notice to CMI at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any policies as evidenced by return receipt of United States certified mail.
 - Workers' Compensation Insurance in the greater sum of (1) the insurance currently maintained by the Contractor, (2) any amounts and scope required by statute or other governing law, or (3) the following: (i) bodily injury by accident - \$100,000 each accident; (ii) bodily injury by disease - \$500,000 policy limit; or bodily injury by disease - \$100,000 each employee.
 - Commercial General Liability Insurance on an occurrence basis in an amount equal to the greater of (1) the insurance currently maintained by the Contractor or (2) \$1,000,000 each occurrence; and such insurance shall include the following coverage; (i) completed operations coverage, (ii) contractual liability coverage, (iii) personal injury coverage, (iv) an endorsement naming CMI, as an additional insured, and (v) an endorsement providing that such insurance as is afforded under Contractor's policy is primary insurance in respect to the additional insureds. NOTE: The additional insured endorsement required herein shall be an ISO Form B (CG 2010 85) or equivalent.
 - Automobile Liability with (1) Bodily injury liability and property damage in a sum not less than \$1,000,000 per each accident combined single limit and (2) coverage must include owned, long-term lease, employer's non-owned, and hired automobile coverage.
 - Professional insurance (Errors and Omissions) in the same amount as the Commercial General Liability Insurance stated in (B)

4. No endorsement limiting or excluding a required coverage is permitted. In addition to securing the above insurance policies, Contractor shall also require all of its subcontractors to maintain the same types of insurance required of Contractor under this Contract, and, in connection with the subcontractors' commercial general liability insurance policies, Contractor shall also require its subcontractors to provide endorsements (i) naming CMI as an additional insured, and (ii) providing that such insurance as is afforded under the subcontractor's policy is primary insurance as it pertains to the additional insured.

Quantity and Termination

1. There is no guaranteed amount of business, expressed or implied, to be purchased or contracted for by CMI in this contract or subsequent renewals, which may or may not be negotiated and agreed to by CMI. However, the successful bidder awarded the contract shall furnish all required goods and/or services to CMI at the stated price, when and if required.
2. CMI reserves the right to terminate the contract without cause with 30 days prior written notice for convenience and 10 days prior written notice for cause, if the firm breaches any of the terms herein, including warranties, or if the firm becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which CMI may have in law or equity.
3. Cause may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to FPCS's satisfaction and/or to meet all other obligations and requirements. CMI will then be relieved of all obligations, except to pay the reasonable value of the supplier's prior performance (at a cost not exceeding the contract rate). The Proposer will be liable to CMI for all costs exceeding the contract price that CMI incurs in completing or procuring the service as described in the proposal. CMI's right to require strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.
4. Any contract resulting from this RFP is contingent upon the continued availability of budget appropriations and is subject to cancellation, without penalty to CMI, either in whole or in part, if funds are not appropriated by the CMI Board of Directors, or otherwise not made available to CMI. All outstanding invoices will be paid upon cancellation.

Suspension of Work and Lien Waivers

1. CMI may suspend at any time and for any reason any part or all of the Services by giving at least 24-hours' notice thereof to the Contractor specifying the part of the Services to be suspended and the effective date of the suspension. The Contractor shall cease work on such part of the Services on the effective date of such suspension but shall continue to perform any unsuspended part of the Work.
2. During a suspension, the Contractor shall only be reimbursed for the cost of Work related to (a) the Contractor's employees whose work has been approved by CMI and (b) such other items authorized by CMI.
3. CMI may, at any time, authorize resumption of the suspended part of the Work by notifying the Contractor of the part of the Services to be resumed and the effective date of

suspension withdrawal. The Services shall be promptly resumed by the Contractor after receipt of such notice.

4. CMI's sole liability to the Contractor for suspension shall be determined in accordance with this provision and the Agreement and CMI shall not be liable for any other damages including, without limitation, loss of anticipated profits and/or termination fees.
5. The Contractor shall keep the project and premises free and clear of all liens and charges arising out of the Services performed by the Contractor or a Sub-consultant, including materialmen's, laborers' and mechanics' liens, and the Contractor shall defend CMI against all claims and suits by reason thereof and indemnify and save CMI harmless from all resulting loss, cost and expense, including attorneys' fees and expenses.
6. The Contractor shall give CMI prompt written notice of any actual or prospective claims of any such liens or charges known to the Contractor and of the steps the Contractor intends to take to protect CMI.
7. CMI shall have the right to retain so much of the moneys due under this Agreement as it deems necessary for its protection until such time as any such claims have been settled or paid and all related suits, liens and charges properly released. The Contractor shall, simultaneously with entering into this Agreement, execute and deliver to CMI a waiver of lien rights or such similar instrument as may be permitted under the laws of the jurisdiction where the Services are being performed.

Contract Type

3. CMI intends to enter into an AIA document A133-2009 contract.
4. The contractual prices, terms and conditions are to remain in force until the project is completed.
5. The successful bidder, as determined by CMI, shall be required to execute a contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project.
6. No bidder shall obtain any interest or right in any award until CMI has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract.
7. The successful bidder may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof, without prior written consent from CMI.
8. The preferred contract type to be awarded is a fixed fee contract with a guaranteed maximum price (GMP) contract. However, if a bidder has reason to believe a better (more cost effective) method is practical, then the bidder is encouraged to offer that better pricing option as an alternative in its submitted proposal. CMI seeks the contract type that provides the best value over the long term.

Conflict of Interest

1. The perspective bidder, its agents, employees, directors and/or assigns, shall disclose any financial, business or other relationship with CMI that may have an impact upon the outcome of this contract or potential future of the CMI projects resulting from this effort. The prospective bidder, its agents, employees, directors and/or assigns shall also list current clients who may have a financial interest in the outcome of this contract or

CMI projects that will follow. In particular, the prospective bidder its agents, employees, directors and/or assigns shall disclose any financial interest or relationship with any company that might submit a bid on the CMI projects.

Non-discrimination

1. The selected bidder(s) shall comply, and shall require its agents, employees, directors and/or assigns to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or any other prohibited basis.

Bid

Your signature attests:

- *That you are authorized to sign on behalf of your organization;*
- *Your proposal to provide the goods and/or services is in accordance to the published provisions of this Request for Proposal unless modifications or alterations are clearly noted in your proposal submission;*
- *This submission of a response shall be prima facie evidence that your organization has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed;*
- *Your organization is not listed on the US Excluded Parties List (<https://sam.gov/SAM/>);*
- *Your company will comply with the Omnibus Act of 2018;*
- *That your proposal has not violated the antitrust laws of this state, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if CMI believes that collusion exists among the proposers. Proposals in which the prices are obviously unbalanced may be rejected.*

FULL NAME: (Please Print) _____

SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

PHONE NUMBER: _____

Please attach your detailed bid. It must include proof of licensing, liability insurance, workman compensation for contractor's employees, warranties, etc.

Addendum A: **Bid Proposal Form**

Bidder (Company Name):

The Construction Manager's Planning & Coordination (Preconstruction) Phase Fee is: \$_____ and the bidder acknowledges that the Preconstruction Fee _____ (will or will not) be waived upon award of the GMP (per AIA A133-2009 § 4.1.2).

The Construction Manager's Fee for construction phase services is _____% of the Cost of Work (per AIA A133-2009 § 5.1.1).

The method of adjustment of the Construction Manager's Fee for changes in the Work is _____% on changes in the Work beyond the first \$_____ (per AIA A133-2009 § 5.1.2).

The limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work are _____% (per AIA A133-2009 § 5.1.3).

If the actual Cost of the Work (excluding Allowances, of which 100% of the un-used value shall be credit to the Owner) plus the Construction Manager's Fee, is less than the Guaranteed Maximum Price ("Savings"), then _____% of all such Savings will be kept by the Owner and _____% of such savings will be paid to the Construction Manager as part of its Final Payment (pre AIA A133-2009 § 5.2.1.2).

The total estimated cost of the Construction Manager's general conditions (the "General Conditions Budget") is set forth below. The General Conditions Budget consists of the following elements:

Cost of construction staff (including fringe benefits and payroll taxes):

- Project Executive \$_____
- Project Manager \$_____
- Cost Estimator/Preconstruction Specialist \$_____
- Superintendent \$_____
- Other (please itemize) \$_____
- Staff costs associated with obtaining permits and approvals \$_____
- **Total General Conditions Budget \$_____**

This budget is set forth under the assumption that the construction duration is 14 weeks. The estimated daily total general conditions is \$_____ per day.

The estimated cost of the Construction Manager's Insurance Fees is set forth below. The Insurance Fees consist of the following elements:

- General Liability Insurance _____% cost of work
- Builder's Risk Insurance _____% cost of work

- Payment and Performance Bonds _____% cost of work
- Other (please itemize) _____% cost of work

Has your company been involved with legal conflicts with customers/clients dating to January 1, 2013 regarding contract disputes and non-performance? If yes, please explain.