

**SEVIER COUNTY BOARD OF
EDUCATION**

**REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGEMENT
SERVICES**

**Additions to and Renovations of
Classrooms at Multiple School
Buildings Sevier County
Fall 2020**

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SECTION I – GENERAL INFORMATION

A. INTRODUCTION

The Sevier County Board of Education (“School Board”) is seeking proposals from qualified construction firms interested in providing the following services of constructing and/or renovating multiple classrooms at various school buildings. A single Construction Manager (“CM”) entity will provide Pre-Construction and Construction services for the Project.

PLEASE NOTE

This Request for Proposal, and all contracts and services performed shall be in strict compliance with the provisions of Tenn. Code Ann. § 49-2-203(C)(i) through (iv). All proposers are hereby advised to review, and be familiar with, such statutory provisions, and to conform a proposal to the requirements thereof.

B. SELECTION PROCESS SCHEDULE

Public Advertisement	22 October 2020
Last Day for Questions	30 October 2020
Proposals Due	4 November 2020
Selection and Notification	9 November 2020

C. INQUIRIES

All questions regarding this Request for Proposals should be in writing and directed to Dr. Jack Parton, Director of Schools, Sevier County Board of Education, 226 Cedar Street, Sevierville, TN 37862 (jackparton@sevier.org). All questions must also be copied to Jim Coykendall (mail@trotterarchitect.com) (“Project Architect”).

Questions received after the date indicated will not be answered. Only questions submitted in writing will be accepted/contemplated. Replies will be issued by addendum, via email, fax, or mail, to all parties listed by the School Board as having received the Request for Proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve the proposer from any obligation under the proposal as submitted. Only questions answered by formal written addendum will be binding.

To assure that proposers receive uniform responses to questions, and to maintain the integrity of the process, the School Board maintains a “No Contact Policy” during the selection process. The No Contact Policy prohibits any officer, employee, representative or agent of any proposer or any firm affiliated with the proposer from initiating any contact regarding the Project with any director, board or staff member of the School Board or the Project Architect between the date of this Request for Proposals and the date when the selection of the CM is made. Questions to the School Board staff member(s) designated above seeking answers to questions about or clarification of the information contained in this Request for Proposals are not prohibited by this policy but are subject to the limitations set forth above.

D. EXPERIENCE REQUIREMENTS

The CM’s personnel, particularly its Project Manager, Estimator, and Superintendent, must be thoroughly experienced in construction projects comparable to the proposed Project. The CM’s personnel must have demonstrated, through recently built projects, an understanding of and experience in the CM’s method of project delivery. Experience in the construction of comparably sized projects, and experience with Sevier County area subcontractors, suppliers and local building code requirements will be significant factors in the selection process. The School Board also reserves the right to consider a CM’s previous performance on school system projects – both positive and negative – in reviewing and considering its proposal.

E. EQUAL OPPORTUNITY AND CONFLICTS OF INTEREST

The School Board encourages the meaningful participation of minority owned businesses in the Project, which includes small business enterprises, disadvantaged business enterprises, women business enterprises, and minority business enterprises. In the performance of services pursuant to the contract with the School Board, the proposer must not discriminate

against any employee or applicant for employment because of race, religion, sex, national origin, genetic information, military status or physical impairment unless physical impairment goes to a bona fide occupational qualification reasonably necessary to the normal operation of the proposer's business. Each proposer must agree to be bound by the foregoing equal opportunity and conflicts of interest provisions and submit with the proposal a signed conflict of interest/nondiscrimination statement, in the form attached as "Exhibit A." It is the School Board's desire that the CM strive to achieve 10% minority participation.

F. DRUG-FREE WORKPLACE AFFIDAVIT

Proposers shall comply with the provisions of Tennessee Code Annotated § 50-9-101, relating to Drug-Free Workplace Programs, a copy of which is attached as Exhibit "B." Proposers shall be required to submit with their bids a Drug-Free Workplace Affidavit as described in Tennessee Code Annotated § 50-9-113. An affidavit is attached as Exhibit "C".

SECTION II – PROJECT DESCRIPTION

A. Scope

The CM will oversee the construction and/or renovation of multiple classrooms – depending on current need and need in the immediate future – in school buildings within Sevier County. A single Construction Manager ("CM") entity will provide Pre-Construction and Construction services for the Project.

B. Project Schedule

The Project is planned to commence as soon as is practicable.

C. Project Architect

Trotter & Associates
906 E Parkway # 1
Gatlinburg, TN 37738
Phone: (865) 436-9436
Jim Coykendall (mail@trotterarchitect.com)

D. Other Consultants

In addition to the Project Architect, its consultants, and the CM, the School Board will determine if additional consultants will be required.

SECTION III — DESCRIPTION OF CONSTRUCTION MANAGEMENT SERVICES

The CM will be expected to provide construction expertise and experience that will assist project decision-making and ensure that procedures are implemented to

aggressively manage the construction costs and project schedule. The Project design must allow for economical and efficient methods of construction. The School Board seeks a CM who can best provide the services needed to achieve these goals. The services provided by the CM will be provided in two phases:

The School Board is seeking the services of a CM to provide Pre-Construction Advisory Services including, but not limited to, the following:

1. Consult with, advise, assist and provide recommendations to the School Board personnel and the Project Architect on all aspects of the design of the Project, including early verification of budget and schedule.
2. Provide information, estimates, and alternative schemes and participate in decisions regarding existing conditions, site utilization and construction phasing.
3. Develop information and participate in decisions regarding value engineering. Provide information on construction materials, means, methods, sequences, systems, phasing and costs to assist in determinations that are aimed at providing the highest quality facility within the budget. The design team will prepare the construction documents and technical specifications, and the CM will prepare Division 1, General Requirements.
4. Provide input regarding current construction industry practices, labor market and materials availability.
5. Review in-progress design documents and provide input and advice with respect to construction feasibility, construction sequencing, site utilization, alternative materials/methods and long-lead material procurements.
6. Review design documents in progress and upon completion, suggest modifications to improve completeness or clarity and constructability.
7. Recommend division of the work to facilitate and award of trade contracts considering such factors and minimizing disruption of existing facilities, improving or accelerating construction completion, minimizing trade jurisdiction disputes, increasing minority-owned business participation, and other related issues.
8. Develop and continuously monitor the Project schedule and recommend adjustments in the design documents to ensure completion of the Project in the most expeditious manner possible.
9. Assist in cost management, including the preparation of construction cost estimates for the Project throughout the design phases of the work.
10. Help develop a continuing list of additive and deductive cost items, prioritized by the School Board, to be considered as needed to maintain balance in the budget.
11. Assist in management of changes that may be requested by the School Board.

- 12 Participate in visits to similar facilities if requested by the School Board.

The CM's continued involvement in the project is dependent on its performance during the Pre-Construction phase and the availability of funding for the Project. The School Board is also seeking the services of a CM to provide Construction Manager as Adviser services.

Should the School Board accept the CM's Construction Cost Estimate based on the partially completed Construction Documents, it will become the basis for the Guaranteed Maximum Price ("GMP") for the construction of the Project. Under no circumstances will the CM exceed the GMP without prior approval of the School Board via a fully executed Change Order. If the School Board and the CM cannot agree on the GMP, or if the School Board decides for any other reason not to continue with the CM, the School Board reserves the right to terminate the CM's services without penalty or payment (except payment for services rendered through the date of termination) and accomplish the construction of the Project by other means.

This is set forth as a CM as Adviser Contract for the express purpose of packaging the work into a number of bid packages. By structuring the contract in this manner, the School Board intends to encourage competitive bidding among the subcontracting community and to obtain early release of various work packages. The School Board envisions that the work of the Project could lead to multiple bids. Separate Bid Packages are generally considered to include, *but are not limited to*, the following:

1. Mechanical;
2. Plumbing;
3. Electrical;
4. Masonry;
5. Structural;
6. Roofing;
7. Drywall;
8. Carpentry;
9. Other General Requirements.

During construction, the CM shall be reimbursed for its documented actual allowable Costs of the Work as defined in the Owner-Construction Manager Agreement (Exhibit "D") (AIA Standard As Adviser Agreement) plus a negotiated fixed fee. Unless the GMP is otherwise revised by a prior fully executed Change Order, the CM will be solely responsible for Costs of the Work in excess of the GMP. Cost savings below the GMP will be returned entirely to the School Board.

Duties of the CM during construction include, but are not limited to, the following:

1. Solicit and select subcontractors and material suppliers for all construction work using the competitive bid process set forth in T.C.A. § 49-2-203.
2. Maintain a qualified, full-time Superintendent with necessary staff at the job sites to coordinate and provide direction of the work, as well as to provide quality assurance/quality control.
3. Make available all cost and budget estimates, including supporting materials and records, to the Project Architect and the School Board. Provide consistent reports of actual costs and work progress as compared to estimated cost projections and scheduled work progress. Explain significant variations and provide information as requested by the School Board or the Project Architect.
4. Establish an effective Quality Assurance/Quality Control Plan for all construction and inspect the work as it is being performed to assure that materials furnished and quality of work performed are in accordance with the Construction Documents.
5. Work with the others to establish and implement procedures for expediting and processing all shop drawings and other submission documents. The CM is responsible for initial review and verification of all shop drawings to ensure they comply with the intent of the Construction Documents and are in fact ready for the Project Architect's review and approval.
6. Prepare Requests for Information (RFIs) when clarifications of the Construction Documents are required.
7. Establish effective programs for job-site safety and for maintaining current job site records, labor relations and minority participation, to include, without limitation, monitoring and maintaining compliance with the Sevier County Board of Education's Site Safety Rules, set forth in Exhibit F to this Request for Proposal.
8. Review and process all applications for payment by subcontractors and/or material suppliers in accordance with the terms of their contracts. Review and resolve, with the School Board's concurrence, subcontractors' and/or material suppliers' requests for additional costs.
9. Schedule and conduct job meetings to ensure orderly progress of the work. Prepare and distribute a record of the meeting to the School Board, the Project Architect and other interested parties within three (3) business days of each meeting.
10. Resolve, with the School Board's concurrence, disputes that may arise between subcontractors and/or material suppliers as a result of the construction.
11. As construction is completed, the CM shall provide the following close out services:
 - a. Coordinate and expedite the submittal of record documents.

- b. Organize and index operations and maintenance manuals.
- c. Acquire all necessary or required permits.
- d. Provide complete commissioning of all systems and equipment.
- e. Coordinate and provide training to the School Board's personnel on the operation, maintenance and repair of all systems, equipment and facilities incorporated into the design and construction of the Project.
- f. Prepare a project completion report for assistance in turnover of the Project to the School Board.
- g. Prepare a final report of all construction costs. Assist with the School Board's audit of final cost report and all supporting documentation. Provide lien waivers from all subcontractors and material suppliers.
- h. Provide prompt satisfaction of all warranty items reported by the School Board.
- i. Participate in joint inspection of each of sites, with the School Board and the Project Architect, at the end of the warranty period, and satisfy any further warranty items identified at that time.

In addition to the foregoing items, the School Board also requires certain special items/services from the CM:

- 1. Prior to completion of the Construction Documents, the CM will advertise to attract potential subcontractors and material suppliers to encourage their interest in bidding on the work. Contracts will include steps to encourage participation in bidding on the work by small business enterprises, disadvantaged business enterprises, women business enterprises and minority business enterprises.
- 2. As required by the State of Tennessee, the CM will be expected to publicly conduct the bidding of all construction work. Public bidding shall follow these minimum guidelines:
 - a. All bids are required to be sealed, written and submitted to a specific location at a specific time.
 - b. The CM shall attempt to obtain a minimum of two (2) qualified bids for each bid package of work.
 - c. All bidding shall be conducted in compliance with Tennessee law.

SECTION IV — SELECTION PROCESS AND SUBMITTAL REQUIREMENTS

A. METHOD OF SELECTION

Candidates in the selection process for CM services must submit a written proposal

that addresses the specific issues detailed below. A Selection Committee consisting of the School Board and the Project Architect will review the proposals.

The School Board will consider information provided by candidates in response to this Request for Proposals in selecting the CM for the Project. The School Board reserves the right to reject any and all proposals. Nothing contained in this Request for Proposals shall create any legal rights in favor of any proposer or any other person or entity.

Selection Criteria — Proposals will be evaluated according to the following criteria:

1. Experience

- Multiple Phase construction
- Similar projects, *i.e.*, construction of classrooms and/or schools
- Construction Management As Adviser
- Work in the Sevier County area/schools
- Success with minority participation
- Environmental protection issues

2. Resources

- Key Personnel
- Workload
- Consultants (if any)
- Special techniques or equipment

3. Management Systems

- Scope Management
- Cost Management (including estimating)
- Time Management
- Communications Management
- Quality Management
- Risk Management
- Procurement Management
- Change Management

4. Financial

- Bonding capability

- F e e s
- Litigation status

B. SUBMITTAL REQUIREMENTS

Six (6) copies of the proposal must be submitted no later than 2:00 p.m. (Local Time) on the Proposal Due date noted in this document to the offices of Sevier County Schools, 226 Cedar Street, Sevierville, TN 37862. Copies of the proposal shall be submitted in a sealed envelope, with the following information on the outside of the envelope: 1) legal name of the proposing entity; 2) license number; 3) classification; 4) monetary limits; and 5) license expiration date, according to the laws of the State of Tennessee.

No proposal may be withdrawn within ninety (90) days from the date it is submitted. Late submittals will not be considered or returned. The School Board will not accept telegraphic or electronically transmitted proposals. The School Board reserves the right to waive informalities in the submittal process.

The proposal **must** include the following minimum criteria in the order specified to be considered:

Identification –

The proposer shall provide the legal name of the entity, the mailing address, telephone and fax numbers, and contact person(s) of the legal entity submitting the proposal, and identify joint venture partners and their primary office addresses. The proposal shall also include a copy of the CM's Tennessee Contractor's License with monetary limits.

Bid Proposal –

Using the form provided in the RFP, complete the following information:

Part 1: Pre-Construction Fee - The Pre-Construction fee is a lump sum amount, payable monthly in proportion to the services rendered. The Pre-Construction Services' fee includes the CM's overhead and out-of-pocket expenses including travel during this phase of the work.

Part 2: Construction Services - The Construction Services fee for construction of the Project is expressed as a percentage of the Cost of the Work including General Condition's costs. The percentage will be converted to a fixed fee once the GMP is established.

Part 3: General Conditions - Cost is to be expressed as a percentage of the Cost of the Work. Provide a listing of items that are to be included in the General Conditions as defined as a Cost of the Work.

Part 4: Staffing - The proposer is to provide an organizational chart indicating the personnel who will be working on the Project, both on sites and at the proposer's home office, during the pre-construction phase of the work as well as the construction phase of the work. This will include both reimbursable and non-reimbursable personnel as defined by the contract. Upon acceptance by the School Board, the proposer may not increase or decrease the size of the organization without written approval from the School Board.

Qualifications

1. Work Experience: List projects of similar scope and size and provide a brief description of the projects that would include schedule and cost results.
2. Area Work Experience: List projects completed or in progress in and around Sevier County that show the level of experience with local subcontractors, consultants and material suppliers. If the CM has worked with the School Board in the past, please also characterize the CM's view of that working relationship.
3. Personnel Experience: Identify key personnel scheduled to work on the project along with their experience on similar projects (include resumes).
4. Management Approach: Provide a brief description of the management process for the Project that will include management in, but not limited to, the following areas: changes, cost, scope, communications, procurement, risk, schedule, and quality.
5. Safety: Provide a brief description of the proposer's safety plan and recent safety experience.
6. Minority Participation: List recent projects with corresponding percentages of minority participation.
7. Environmental Protection: List experience in managing storm water protection plans on previous projects. List any "Notice of Violations" issued to the proposer by the Tennessee Department of Environment and Conservation ("TDEC"), United States Army Corps of Engineers ("USACE"), or other governmental agencies, and how these notices, if any, were resolved. State what steps proposer will implement to insure a "violation free" project.

Financial

Bonding Capability: the CM will not be required to provide performance and/or labor and

materials payment bonds during the Pre-Construction Phase of the project. The CM will be required to provide a labor and material payment bond or alternate security as provided in Tennessee Code Annotated equal to one hundred percent (100%) if its GMP proposal is accepted by the School Board and the CM performs during the Construction Phase. The CM should also list any pending litigation.

Affidavits

Using the attached exhibit forms, the proposer must execute and submit the following:

- Conflict of Interest/Discrimination, Exhibit “A”
- Drug Free Work Place, Exhibit “C”

AVAILABILITY OF DOCUMENTS

The School Board’s design and all design related documents may be viewed at the offices of the Project Architect during regular business hours. Copies of the design are available for purchase.

EXHIBIT “A”

STATEMENT CONCERNING CONFLICTS OF INTEREST, COMMISSIONS AND^T_{SEP} NON-DISCRIMINATION REGARDING POTENTIAL CONTRACTS WITH THE SEVIER COUNTY SCHOOL SYSTEM

The undersigned is in the process of submitting a response to the Sevier County School System (“School Board”) in response to a Request for Proposals issued by the School Board.

The undersigned acknowledges that it has received and is reviewing a copy of the School Board’s Conflict of Interest Policy.

The undersigned agrees to be bound by the terms of the Conflict of Interest Policy during the selection process and during the term of any services; which may be provided by the undersigned to the School Board in connection with the project that is the subject of the Request for Proposals.

The undersigned hereby certifies to the School Board as follows:

1. The Response to the Request for Proposals submitted by the undersigned is not the result of, or affected by, any unlawful act of collusion with any other

person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the laws of the United States of America or the State of Tennessee.

2. Except as set forth below, no person or entity involved in the submission of the proposal has any economic or business association or kinship relationship with (i) any officer or employee of Sevier County Schools or the Sevier County Commission, (ii) any holder of a public office of Sevier County, (iii) any employee of Sevier County Schools or Sevier County or, (iv) the project architect.
3. Except as set forth below, neither the undersigned nor any other person or entity involved in submitting the proposal to the School Board has entered into an agreement to pay a commission to any other person in connection with the proposal submitted to the School Board or any contract for services to be rendered to the School Board.
4. During the performance of services pursuant to any contract with the School Board, the undersigned agrees that it will not discriminate against any employee or applicant for employment because of race, religion, sex, genetic information, military status, national origin or physical impairment unless physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

EXHIBIT "A" — continued
STATEMENT CONCERNING CONFLICTS OF INTEREST, COMMISSIONS
AND NON-DISCRIMINATION REGARDING POTENTIAL CONTRACTS
WITH THE SEVIER COUNTY SCHOOLS

NAME OF THE RESPONDENT

BY: _____
Signature

TITLE: _____

DATE: _____

ADDRESS: _____

SWORN TO and subscribed before me this the ____ day of _____, 2020.

Notary Public
My Commission Expires:

ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS

<u>PERSON/ENTITY</u>	<u>RELATIONSHIP</u>

COMMISSIONS

<u>PAYEE NAME</u>	<u>PAYEE ADDRESS</u>	<u>AGREED COMMISSION</u>

EXHIBIT "B"
EMPLOYER AND EMPLOYEE
DRUG-FREE WORKPLACE PROGRAMS

Tenn. Code Ann. 50-9-101. Legislative intent

It is the intent of the general assembly to promote drug-free workplaces in order that employers in this state be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace and reach their desired levels of success without experiencing the costs, delays and tragedies associated with work-related accidents resulting from drug or alcohol abuse by employees. It is further the intent of the general assembly that drug and alcohol abuse be discouraged and that employees who choose to engage in drug or alcohol abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

If an employer implements a drug-free workplace program in accordance with this chapter which includes notice, education and procedural requirements for testing for drugs and alcohol pursuant to rules developed by the division, the covered employer may require the employee to submit to a test for the presence of drugs or alcohol and, if a drug or alcohol is found to be present in the employee's system at a level prescribed by statute or by rule adopted pursuant to this chapter, the employee may be terminated and forfeits eligibility for workers' compensation

medical and indemnity benefits. However, a drug-free workplace program must require the covered employer to notify all employees that it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in the employee's body and, if an injured employee refuses to submit to a test for drugs or alcohol, the employee forfeits eligibility for workers' compensation medical and indemnity benefits.

Tenn. Code Ann. 50-9-113. State and local government construction contracts

Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.

For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.

If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any

local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

EXHIBIT "C"
AFFIDAVIT REGARDING
DRUG-FREE WORKPLACE PROGRAM

STATE OF TENNESSEE)
)
COUNTY OF SEVIER)

The undersigned, having been duly sworn, deposes and says as follows:

1. I am over 18 years of age, and I have personal knowledge of the matters stated herein.
2. I am the _____ (Position) of _____
 (E n t i t y) , hereinafter referred to as "the Proposer."
3. As of the date of the submittal of its proposal, the Proposer has a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101, *et seq.*

Further the Affiant saith not.

Signature

SWORN TO and subscribed before me this the _____ day of _____, 2020.

Notary Public
My Commission Expires:

EXHIBIT “E”
PROPOSAL

Proposal of _____ (“PROPOSER”), organized and existing under the laws of the State of Tennessee doing business as a (corporation, partnership, or an individual, as applicable) to the Sevier County Board of Education (“OWNER”).

In compliance with the Request for Proposals (“RFP”), PROPOSER hereby proposes to perform all work for the construction/renovation of classrooms and related infrastructure in Sevier County school buildings (“PROJECT”), in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this proposal, each PROPOSER certifies, and in the case of a joint proposal each party thereto certifies as to his own organization, that this proposal has been arrived at independently, without consultation, communication or agreement to any matter relating to this bid with any other PROPOSER or with any competitor.

PROPOSER hereby agrees to commence work under this contract on or before a date to be specified and to substantially complete the PROJECT within consecutive calendar days thereafter, and to fully complete the PROJECT as soon as is practicable.

PROPOSER understands that the OWNER is not required to accept any proposal, and may choose to reject all proposals.

PROPOSER agrees that this proposal shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written NOTICE OF AWARD of this proposal, PROPOSER will execute the Owner-Construction Manager Agreement attached to the Request for Proposals as Exhibit “D” within ten (10) days and deliver Bonds as required by the General Conditions.

PROPOSER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following and in addition the following alternates:

Part 1: **Pre-Construction Services Fee:** For all services and expenses rendered, the fixed amount will be payable monthly in proportion to the services rendered.

Pre-Construction Lump Sum Fee \$ _____

Part 2: **Construction Services:** Construction Manager's Fee. This Fee will become a fixed amount at the time a Guaranteed Maximum Price ("GMP") is accepted by OWNER and/or authorized by Change Order, and will become the minimum fee due the Construction Manager unless OWNER authorizes a substantial reduction in scope or the contract is terminated.

Construction Manager Percentage Fee % _____

Part 3: **General Conditions:** Cost is to be expressed as a percentage of the Cost of the Work. Provide an attached listing of items which are to be included in the General Conditions as defined as a Cost of the Work.

General Conditions Estimated Percentage Fee % _____

Part 4: **Staffing:** The PROPOSER is to provide an attached organizational chart indicating the personnel who will be working on the project, both on site and at the PROPOSER'S home office, during the pre-construction phase of the work as well as the construction phase of the work. This will include both reimbursable and non-reimbursable personnel as defined by the Owner-Construction Manager Agreement. Upon acceptance by the OWNER, the PROPOSER may not increase or decrease the size of the organization without written approval from the OWNER. The PROPOSER is to provide reimbursable personnel hourly rates, which include the actual rate plus the burden for the OWNER's use to compare proposals as to relative levels of experience/compensation.

Respectfully submitted by:

Signature & Date

Printed Name & Title

Company Name, Address and ZIP Code