

REQUEST FOR PROPOSAL (RFP)

DESIGN BUILD SERVICES

Erie Library Expansion Project

September 6, 2018



High Plains Library District
Erie, Colorado

Prepared by:

Wember
7525 South Jasmine Court
Centennial, Colorado 80112

Project Manager: **Dan Spykstra**
Phone: 720-382-3795
e-mail: dspykstra@wemberinc.com
online: [https://www.linkedin.com/company/wember-inc./](https://www.linkedin.com/company/wember-inc/)

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

- 1.1 INTRODUCTION AND PROJECT DESCRIPTION
- 1.2 LOCATION
- 1.3 BUDGET
- 1.4 GENERAL DESIGN BUILD SCOPE OF SERVICES
- 1.5 CONTACTS
- 1.6 SCHEDULE OF EVENTS
- 1.7 PROPOSAL INSTRUCTIONS
- 1.8 PROPOSAL REQUIREMENTS
- 1.9 QUESTIONS, INQUIRIES, AND AMENDMENTS REGARDING THIS RFQ/P
- 1.10 PROPOSING FIRMS TO FULLY INFORM THEMSELVES
- 1.11 EVALUATION & SELECTION CRITERIA
- 1.12 SELECTION PROCESS
- 1.13 RIGHT OF REJECTION
- 1.14 MODIFICATION AND WITHDRAWAL OF PROPOSAL
- 1.15 PROPOSALS TO REMAIN OPEN SUBJECT TO ACCEPTANCE
- 1.16 COST OF PROPOSALS

2.0 PROPOSAL FORM

- 2.1 PROPOSAL FORM FOR DESIGN BUILDER

3.0 ATTACHMENTS

- 3.1 EXHIBIT A: PRELIMINARY SITE PLAN & FLOOR PLAN, INITIAL PROGRAM.
- 3.2 EXHIBIT B: DESIGN BUILD SCOPE COORDINATION MATRIX, will be issued as addendum one.
- 3.1 EXHIBIT C: DESIGN BUILD AGREEMENT, STANDARD AIA A141 (copy not included) To be provided by Design Builder at award.

1.0 GENERAL INFORMATION

1.1. INTRODUCTION AND PROJECT DESCRIPTION

This Request for Proposal (“RFP”) is issued to provide the selection process for DESIGN BUILD services for the project named above. Firms submitting a response to the RFP will be asked at a minimum to state their understanding/experience to the project and offer their methodology for meeting the criteria noted in this RFP. The shortlisted finalists will then be requested to participate in an interview. At that stage of the selection process, respondents will be asked to include a fee proposal for the work as outlined in this RFP.

Background

High Plains Library District is comprised of seven branch libraries, bookmobile services and six autonomous member libraries governed by their own separate boards of trustees. The district offices include offices for administrative staff, facilities, IT Department, conference rooms, and storage.

Our Mission

- Connecting communities to information, inspiration and entertainment for life. Our Vision
- To build a solid reputation, increase overall participation and unite residents by being so connected to our communities that the library:
- Becomes everyone’s first and best choice for life-long learning.
- Is seen as a necessary and important community asset.
- Is a community destination and gathering place.

Our Values

These values help clarify the principles that guide the High Plains Library District. As trustees, administration, and staff of the High Plains Library District, we are committed to fulfilling our mission and vision while upholding the following values:

Our Customers

- are treated with dignity, respect, and consideration.
- receive an exceptional level of personal customer service.
- are provided with a variety of library materials that reflect the communities’ interests and values.
- have access to up-to-date technology and receive assistance in using that technology.
- enjoy a variety of quality programming for all ages.
- have a positive library experience every time they visit. Our Facilities
- are modern, clean, and well maintained.
- provide and utilize up-to-date technology. are open and available to all people regardless of age, gender, sexual orientation, or physical limitations.
- are inviting, comfortable and friendly.
- serve as a local gathering place. Our Staff
- uphold the principles of the First Amendment to the Constitution of the United States of America — the freedom to read, view, speak and hear.
- are committed to instilling a love of reading.
- are professional and reliable information catalysts.
- will make every effort to be available to you whenever and wherever you need us.
- seeks solutions to problems in a positive, productive manner.
- works as a team to provide an exceptional level of service to all customers.
- continues to learn and grow professionally in an effort to better serve you by taking advantage of classes, workshops, and seminars offered by the High Plains Library District, State/National Library Associations, and other agencies.
- sees High Plains Library District as an employer of choice; one that provides fair

compensation, competitive benefits, and a flexible schedule that leads to a healthy work / life balance.

Our Community

- benefits from partnerships between High Plains Library District and other local agencies that support reading, education and literacy.
- enjoys the talents, abilities and contributions of High Plains Library District staff at community-related activities.
- is aware of and appreciates the programs and services offered by High Plains Library District.
- supports High Plains Library District by contributing to its Foundation.
- feels enriched by the presence of High Plains Library District. Sustainability
- The High Plains Library District minimizes its impact on the environment by making efforts to reduce consumption of resources, use resources more wisely, and provide the community with information and opportunities to do the same.

Project Description:

- Expand current Erie Library facility by approx. 7,500 to 10,000 square feet.
 - Meeting spaces, study rooms, staff space, story time expansion.
 - Remodel approx. 1,500 to 3,000 square feet.
 - Staff workspace, relocate computer area, more open space, storage, reconfigure sorter area.
 - Expand parking by approx. 20,000sf
 - Reconfigure main entry to eliminate wind impact issues.
 - Commission new building systems
 - Incorporate xeriscape landscaping.
 - Design in shade for patio area.
-
- Present Design and Budget to Board in May 2019 for approval to move forward with construction.

1.2 LOCATION

The Project is located at 400 Powers Street, Erie, CO 80516, proposed addition to the North-East side of the building.

1.3. BUDGET

The current approximate overall project budget is \$3,025,000. The design/build construction value is To Be Determined.

1.4 GENERAL DESIGN BUILD SCOPE OF SERVICES

The exact scope of services required by the Client will be set forth in the agreement between the Client and the selected DESIGN BUILDER. The scope of work will consist of assisting Client's staff and consultants in completing the pre-construction phase of the project, in preparation for final approval by the necessary municipalities and agencies. In conjunction with this approval, the DESIGN BUILDER will have also prepared a final Guaranteed Maximum Price (GMP), anticipated at 100% Design Documents. Upon approval by the Client's Board, the contractor will enter into a pre-negotiated contract to perform the construction management / general contracting services and design construction administration necessary to satisfactorily complete the project in compliance with the contract documents.

The DESIGN BUILDER's services during the Pre-Construction Services phase shall include, but may not be limited to, confirming the program, design and cost estimating of building and site, value

engineering, scheduling, logistical planning, constructability analysis, bid package administration, bidding of trade contracts, and the submittal of a Guaranteed Maximum Price (GMP) Proposal for the Client's optional acceptance, reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Client and shall include estimated quantities and values justified by the DESIGN BUILDER. All clarifications, exclusions, exceptions must be identified within pricing packages and the GMP Proposal.

The DESIGN BUILDER's services during the Construction Services phase shall include, but may not be limited to, construction management, design construction administration, field supervision, coordinating subcontractors, maintaining quality, meeting schedules and providing the general conditions work for the Project.

Generally, all trade contracts shall be competitively bid and assigned to the DESIGN BUILDER's contract; however, when circumstances warrant it, the DESIGN BUILDER will be allowed to self-perform work that it traditionally performs with its own forces. This work shall be competitively bid by the DESIGN BUILDER, with results managed by the Owner's Rep., against other contractors performing the same scope of work.

The DESIGN BUILDER shall implement and maintain a project controls system with full access to the project information by all project stake holders. The DESIGN BUILD shall allow for "open book" policy and facilitate review of all Project contracts, records, accounting and other documentation and information, in any form, to the Client or persons designated by the Client for auditing purposes.

The DESIGN BUILDER shall participate in the use of the District's Project Management software and it will be managed collaboratively throughout the pre-construction and construction phase of the project. This system is the Owner's Representatives online project management system which includes, but not limited to, managing Issues, RFI's, ASI's, Submittals and Shop Drawings, Site Photos, Field Reports, Meetings, etc.

A. PRE-CONSTRUCTION SERVICES FIXED FEE

The DESIGN BUILDER shall participate in the continuing of the design process as an integral member of the Project Team and shall perform Pre-Construction Services that, in general, shall include but not be limited to the following:

- 1) Schedule, attend and manage all necessary design work sessions with the Client and Design Team to gather and distribute information on the Project as required.
- 2) In conjunction with the Client and Design Team, immediately identify the Project requirements and prepare a comprehensive Construction Budget. DESIGN BUILDER to identify all project related construction costs including (but not limited to) building and site construction, infrastructure improvement costs (on-site and off-site), construction within right-of-way, permitting and other such costs that may be of consequence to Client.
- 3) Develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to the Client and the Design Team on procurement of long-lead delivery items. Update and monitor the Project Schedule with the Client and the Design Team regularly to identify deviations and changes.
- 4) Provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to the Client. Conduct formal value engineering work sessions with the Client and the Design Team, and recommend design detail, system and assembly alternatives.

- 5) Prepare and monitor estimates of the construction cost during each of the design phases based on detailed quantity surveys of the Drawings and Specifications. Advise the Client and the Design Team if it appears that the construction budget will not be met, and make recommendations for corrective action. Prepare and update with each cost estimate a reconciliation report comparing the previous cost estimate, the current cost estimate, and the approved budget. Provide a narrative of the changes made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at each design milestone: Schematic Design Package, Design Development (100% DDs); Permit Drawings (100%CDs). In addition to providing periodic estimates, it is expected that DESIGN BUILDER will work cooperatively with Client and the Design Team to provide intra-phase pricing evaluations of building systems, assemblies, and component options to facilitate timely design related decision-making as required by the Client and the Design Team.
- 6) Review the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practice.
- 7) Review the proposed design concepts, layouts, dimensions, clearances and advise the Client and the Design Team of possible conflicts of the M/E/P building systems with the adjacent structure and finishes. DESIGN BUILDER to confirm accuracy of Civil Engineer's earthmoving, import and export quantity assumptions prior to providing GMP.
- 8) Recommend a strategy for bid packaging the drawings and specifications relative to the Project approach and other pertinent considerations. Administrate the various bid packages for the Project.
- 9) Recommend and prequalify subcontractors and contact suppliers to develop a bidder's list for review and approval by the Client and the Design Team. It is the Client's policy that only prequalified subcontractors and suppliers shall be invited to bid on various procurement packages on the Project and, further, that awards are then based upon the lowest responsible and conforming bids received. Minimum of four (4) bids per subcontract or subtrade, including work to be self-performed, unless otherwise agreed to by Client.
- 10) Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety of the public for review by the Client and the Design Team.
- 11) Prepare and submit a final Guaranteed Maximum Price (GMP) Proposal for the Client's optional acceptance reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Client, and shall include estimated quantities and values justified by the DESIGN BUILDER. All clarifications, exclusions, exceptions must be identified within your proposal.
- 12) Identify and submit proposals for long lead items for direct purchase by the Client.
- 13) Include costs for and coordinate with the Building Department and other authorities having jurisdiction over the Project in order to obtain the building permit(s) on a timely basis for the construction activities.

B. CONSTRUCTION SERVICES FEE

The DESIGN BUILDER shall construct the work according to the construction documents and specifications within the scheduled time frame agreed to with the Client.

1. The DESIGN BUILDER will work with the Client's Owner's Representative Online Project Management software to track project related information including but not limited to RFI's, ASI's, Submittals, Punch List, Warranty Items, O&M Manuals
2. The DESIGN BUILDER will be required to provide warranty and closeout assistance. Warranty on items will be for a minimum of 2 years.

Please refer to "Addendum Two" for more information and detail related to scope of services items. This matrix is an outline of the project scope as defined by the Owner's Representative, and is provided for reference and scope clarification only (fees are not due with this submission, but will be required during the interview phase of the selection process, if your team reaches that stage).

C. COST SAVINGS

To the extent the actual cost of the work may be reduced through the course of the design refinement, Procurement and Construction, the reduction in cost shall revert entirely to the benefit of the Client. There shall be no "shared savings" compensation to the DESIGN BUILDER.

D. CONSTRUCTION CHANGE ORDER MARK-UP

For Client approved changes to the scope of work, the DESIGN BUILDER shall propose a Percentage Fee for additive and deductive change orders to the Guaranteed Maximum Price (GMP) Contract amount. Deductive change orders will be credited only for the cost of the work.

E. SCHEDULE

The final Project Schedule is not certain at this time; however, it is the Client's intent to provide Notice to Proceed for Pre-construction Services by June, 2018. Notice to Proceed for Construction Services is anticipated by September, 2018. Construction completion is anticipated by end of December, 2018.

F. BIDDING & CONSTRUCTION CONTINGENCY

The DESIGN BUILDER'S contingency shall be used to cover costs of unforeseen job conditions, omissions of the estimate (with the exception of subcontracted work), and discrepancies between subcontractor and supplier scopes of work, which are properly reimbursable as Cost of the Work but are not the basis for a change order. The DESIGN BUILDER'S contingency shall be used with the Client's and the Design Team's concurrence ONLY, which shall not be unreasonably withheld. Requests for the use of the contingency shall be submitted by the DESIGN BUILDER within ten (10) calendar days of the event that caused such Cost of Work to be incurred, or as soon as the need is apparent, whichever is earlier. The DESIGN BUILDER's contingency shall not be used for repairing or replacement of the Work due to the DESIGN BUILDER's negligence or error. The contingency may be refunded via change order to the owner in stages as agreed upon by the team and the balance of the DESIGN BUILDER'S contingency which has not been expended for the Project according to the procedures set forth herein shall be refunded entirely to the benefit of the Client, upon final invoicing. The DESIGN BUILDER shall also provide the Client and the Design Team documented status of the contingency amount on a monthly basis with each payment application. The OWNER will carry a separate contingency for changes to the work.

1.5 CONTACTS

Copies of this RFP are available from the Client's Owner Representative.

Owner's Representative- Wember

Project Manager: **Dan Spykstra**

Phone: 720-382-3795

Email: dspykstra@wemberinc.com

(Owner) – High Plains Library District

Eric Ewing
2650 W 29th St.
Greeley, CO 80631

Notice: Direct contact with the Client, the Board, or other related parties, may cause this candidate's removal from the RFP process.

1.6 SCHEDULE OF EVENTS

The anticipated schedule below outlines milestones for the project:

DATE	TIME	EVENT
Sept 6, 2018		DESIGN BUILD RFP Issued
Sept 12, 2018	11:00 AM	Non-mandatory site visit
Sept 14, 2018	5 PM	Design Builder to confirm if they will submit (not a requirement to submit but requested by the Owner's Rep)
Sept 14, 2018	NOON	Deadline for receipt of questions and inquiries
Sept 18, 2018		Final responses to questions, addendum one
Sept 24, 2018	10:00 AM	Deadline for submission of proposals from DESIGN BUILD candidates
Sept 25, 2018		Notification of short-listed candidates, issuance of addendum two with pricing requirements
Oct 1, 2018	2 PM	Shortlisted candidates required to submit fee proposals to Owner Rep
Oct 3, 2018	TBD	Interviews of short-listed firms
Oct 4, 2018		Preferred DESIGN BUILDER announced (anticipated)
Oct 15, 2018		Board Approval of Design Builder Selection
Nov 1, 2018		Finalize contract negotiations (Anticipated)
November 1, 2018		Commence DESIGN BUILDER services kick off (Anticipated)
February 2020		Construction Complete

1.7 PROPOSAL INSTRUCTIONS

The Client is looking to base their decision on qualifications of the proposing firms, and is requesting that items related to Fee not be submitted for this phase of the selection process.

- A. Pages in the proposal shall be typed with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, table of contents, AIA 305, similar project profile sheets, and other supplemental proposal forms required or requested) to be limited to thirty 30 pages numbered in sequential order.
- B. **Submit a single electronic PDF file of your proposal by the submittal date/time aforementioned**; email to the Owner's Representative contact listed in Section 1.5 above. It is advised to request a read receipt when submitting. If email is not possible submit one thumb drive by the Proposing Firm containing the completed RFP response to the Owner's

Representative by the date noted in Section 1.6. Oral, telephonic, or faxed proposals are invalid and will be considered as non-responsive.

- C. No Proposing Firm may submit more than one proposal. Multiple submissions under different names will not be accepted from one firm, Joint Venture, or association.
- D. Each respondent must comply with the submission requirements as outlined. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent's submittals by the Client. At any stage, the Client reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, as the best interests of the Client may require.

1.8 PROPOSAL REQUIREMENTS

Proposals must include, but are not limited to, the following items:

Brief cover letter expressing interest

Part 1 – Organization Information

- A. If your firm has multiple offices, please provide this information for all offices. Indicate which office is going to perform the bulk of the services for this project.
- B. Statement of available bonding capacity for this project.
- C. Completed AIA A305 including financial statements (as attachment)

Part 2 – Project Experience

- A. Present at least three DESIGN BUILD projects completed in the last five years similar in size and complexity. Include:
 - 1) Project location
 - 2) Project size (square feet) of the project
 - 3) Project completed construction value
 - 4) Project construction start and completion date
 - 5) Method of construction
 - 6) Other relevant project information
 - 7) General Contractor Staff directly involved with the project. Identify teams Preconstruction Manager, Project Manager, Estimator and Superintendent at a minimum
 - 8) Client/Owner contact with telephone number
 - 9) Owner's Representative contact with telephone number
 - 10) Architect contact with telephone number

Part 3 – Project Team & Staff

- A. Resumes for:
 - 1) Architect
 - 2) Engineers
 - 3) Estimator
 - 4) Project Manager
 - 5) Project Superintendent
- B. Owner and other references (including telephone numbers and email), clearly identify which project and who the reference is in relation too. Please include relevant projects team members have worked on together.
- C. Describe current workload of proposed staff and overlapping project responsibilities.
- D. Provide an organization chart graphically indicating how your firm would staff and structure the proposed team (both in the field and in the office) during the Pre-Construction and Construction phases.

- E. Provide a matrix showing what projects you have worked on with the team designers.

Part 4 – Organization & Management of the Project

- A. What makes your teams Design Build service unique and successful?
- B. What makes your firms design and pre-construction services unique? What tools do you use to enhance the process? Describe your approach.
- C. Describe how your cost estimating process is organized, and provide specific examples of your cost estimating documents where you feel such information will provide clarity. Provide historical cost comparisons between schematic design cost estimates and the final GMP on projects of similar size and/or scope to that of the project.
- D. Describe your approach to safety on the project site, specifically as it relates to work taking place adjacent to a functioning Client facility. Cite specific examples where your team has dealt with this, and how the safety plan was communicated and managed.
- E. Describe how your team (preferably the Design Build team) recently worked together to resolve a complicated unexpected construction situation on a recent project.
- F. Describe a recent project that was completed as Design Build. What lessons did you learn and what would you do differently on this project.
- G. Have your superintendent describe what he/she is most proud of on his/her most recent project.
- H. What bothers your superintendent most on projects and how does he/she resolve it?
- I. Have your project architect summarize what is most important on an addition/remodel project.
- J. Fill in the blank: We define success on a project as _____.

Part 5 – Fee Proposal

- A. A Scope Coordination Matrix will be included in addendum two. This matrix is an outline of the project scope as defined by the Owner’s Representative. (fees are not due with this submission, but will be required during the interview phase of the selection process, if your team reaches that stage).
- ❖ Insurance certificates naming the Client as additional insured will be required prior to work commencing, but not required as part of this submittal.

1.9 QUESTIONS, INQUIRIES, AND AMENDMENTS REGARDING THIS RFP

Questions and inquiries regarding the RFP should be directed to the Wember Project Manager listed above by the date aforementioned. The Client will issue a response to all questions by email. Questions should not be submitted to the Client, the Board or other parties, doing so will cause this candidate’s removal from the RFP process.

1.10 PROPOSING FIRMS TO FULLY INFORM THEMSELVES

Proposers are required to fully inform themselves of all project conditions which may impact their proposal and the Client’s requirements prior to submitting a proposal. Proposers should become acquainted with the nature and extent of the services to be undertaken and make all necessary examinations, investigations and inspections prior to submitting a proposal. Firms proposing are responsible for examining and determining for themselves the location and nature of the proposed work, the amount and character of the labor and materials required, and the difficulties which may be encountered. If requested in advance the Client will provide the Firm proposing access to the site to conduct such examinations as each Proposing Firm deems necessary for submission of a proposal.

The Proposing Firm is to consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

The Client will not consider any claims arising from failure to take such actions.

1.11 EVALUATION & SELECTION CRITERIA

The Client reserves the right to reject any or all responses to this RFP. Final selection of the short-listed DESIGN BUILD candidates will be on the basis of their apparent ability to best meet the overall expectations of the Client, as determined solely by the Client.

The District reserves the absolute right to conduct investigations as it deems necessary for the evaluation of any proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the firm responding. The purpose of such investigation is to determine that the DESIGN BUILD has the ability, experience, resources and reputation necessary to perform the work and to support all warranties in accordance with the contract documents.

The following items will be reviewed to provide a basis for selection, (not in order of priority):

A. Qualifications Proposal Phase of Selection (total points available = 100):

- 1) Qualifications and experience of the teams, as indicated by prior successful completion of similar projects. 30 points
- 2) Qualifications and experience of the key individuals, who will be assigned to this project, as indicated by prior involvement in similar projects. 30 points
- 3) Proposed approach to completion of the scope of work and understanding of the project and project issues. 20 points
- 4) References 15 points
- 5) Demonstrated ability to provide acceptable surety by bond or letter of credit. 5 points

B. Interview & Fee Proposal Phase of Selection:

- 1) Those respondents deemed best qualified will be invited to participate in an interview with the Selection Committee. An interview invitation will be sent out to approx. three (3) Candidates with the highest RFP submittal scores (from the above Qualifications Proposal Phase) on the date noted in the schedule of events. The invitation will explain the interview requirements and provide the time and location. The purpose of the interview is to ensure a full understanding of the RFP responses, and to introduce key members of the DESIGN BUILD Team.
- 2) Each shortlisted firm will be required to complete and submit a DESIGN BUILD Fee and Schedule Proposal Form (including fees) on the date noted in the schedule of events. This information will be evaluated and rated in terms of responsiveness and value.

- ❖ Note – Although the project cost will be a major component of the selection process, other factors will also be considered. Contract may not be awarded to the firm providing the lowest proposed fee.

1.12 SELECTION PROCESS

A. The Client will review all responses to this RFP that meet requirements and are received prior to the designated closing date and time.

B. Upon review of the qualified firms, the Client will select the proposal which best reflects the Client's needs and requirements.

C. The top firm's proposal, based on qualifications, will be reviewed and, if necessary, negotiations

will commence.

- D. If a satisfactory agreement with the proposer cannot be reached, at a price that is determined to be fair and reasonable, negotiations with that firm shall be formally terminated. Negotiations with the second ranked proposer may then be initiated. Failing accord with the second ranked proposer, the Client shall formally terminate negotiations and may then undertake negotiations with the third ranked proposer or re-issue the RFP at their discretion.
- E. The Client will have sole determination of which proposal is in the Client's best interest.

1.13 RIGHT OF REJECTION

The Client reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified Proposing Firms, if such action is in the best interest of the Client. The Client has the right, in its sole and absolute discretion, to select the proposal or proposals that the Client determines best meets its needs.

1.14 MODIFICATION AND WITHDRAWAL OF PROPOSAL

- A. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals due date/time provided that they are then fully in conformance with the RFP.
- B. If, within twenty-four hours after proposals are opened, any company that provides written notice to the Client and promptly thereafter demonstrates to the reasonable satisfaction of Client that there was a material and substantial mistake in the preparation of its proposal, that company may withdraw its proposal. Thereafter, that company will be disqualified from further bidding on the Work.

1.15 PROPOSALS TO REMAIN OPEN SUBJECT TO ACCEPTANCE

All proposals shall remain open for forty five (45) days after the day of the proposal opening, but the Client may, in its sole discretion release any proposal prior to that date.

1.16 COST OF PROPOSALS

Expenses incurred in the preparation of proposals in response to this RFP are the Proposing Firm's sole responsibility. The Client assumes no responsibility for payment of any expenses incurred by any Proposing Firm as part of the RFP process.

2.0

2.1 PROPOSAL FORM FOR CONSTRUCTION MANAGER AT RISK (DESIGN BUILD)

(Please use additional sheets as necessary.)

COMPANY NAME: _____

COMPANY ADDRESS: _____

PHONE: _____ FAX: _____

CONTACT PERSON NAME: _____

CONTACT PERSON PHONE: _____

CONTACT PERSON EMAIL: _____

1. I Acknowledge that the "Sample Agreement" attached to this RFP has been reviewed and is agreed to as shown. _____(YES/NO). Do you request amendments to the "Agreement" _____(YES/NO) Please list them if yes.
2. Acknowledgment that the submitting agent meets or exceeds insurance requirements as outlined in the RFP. _____(YES/NO)
3. The undersigned Proposer declares and stipulates that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Request for Proposal and associated documents, all of which have been examined by the undersigned. _____(YES/NO)
4. The submission of the proposal constitutes an agreement, and shall not be withdrawn after the proposal opening for a period of forty-five days.
5. Acknowledgment that the submitting agent carries (or will carry) a license in Weld County, Colorado _____(YES/NO)
6. The Proposer hereby acknowledges receipt of addenda numbers _____ through _____
7. List of construction items that will be self-performed.

A		I	
B		J	
C		K	
D		L	
E		M	
F		N	
G		O	
H		P	

Signature: _____ Date: _____

*** End of Proposal Form ***

3.0 ATTACHMENTS

3.1 EXHIBIT A: PRELIMINARY SITE PLAN



Building Addition - Before

8

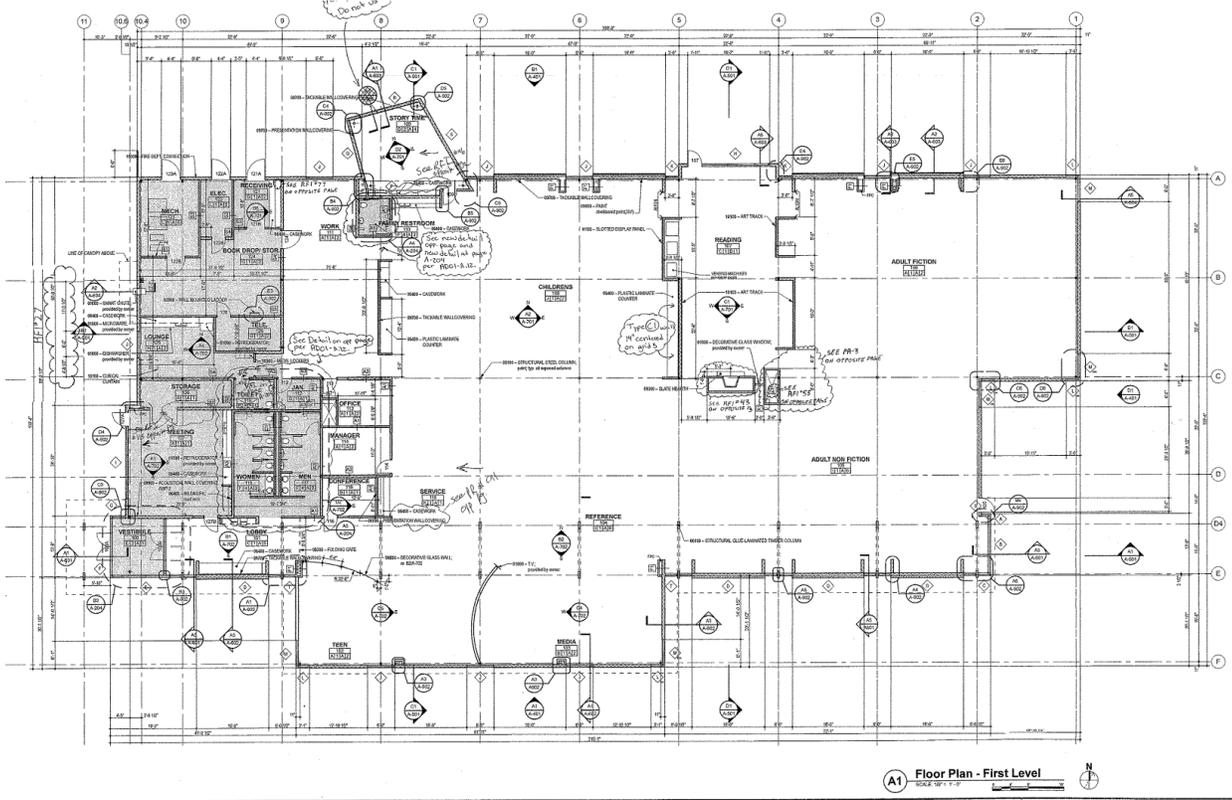


Building Addition - After

8



EXISTING PARTIAL FLOOR PLAN OF BUILDING

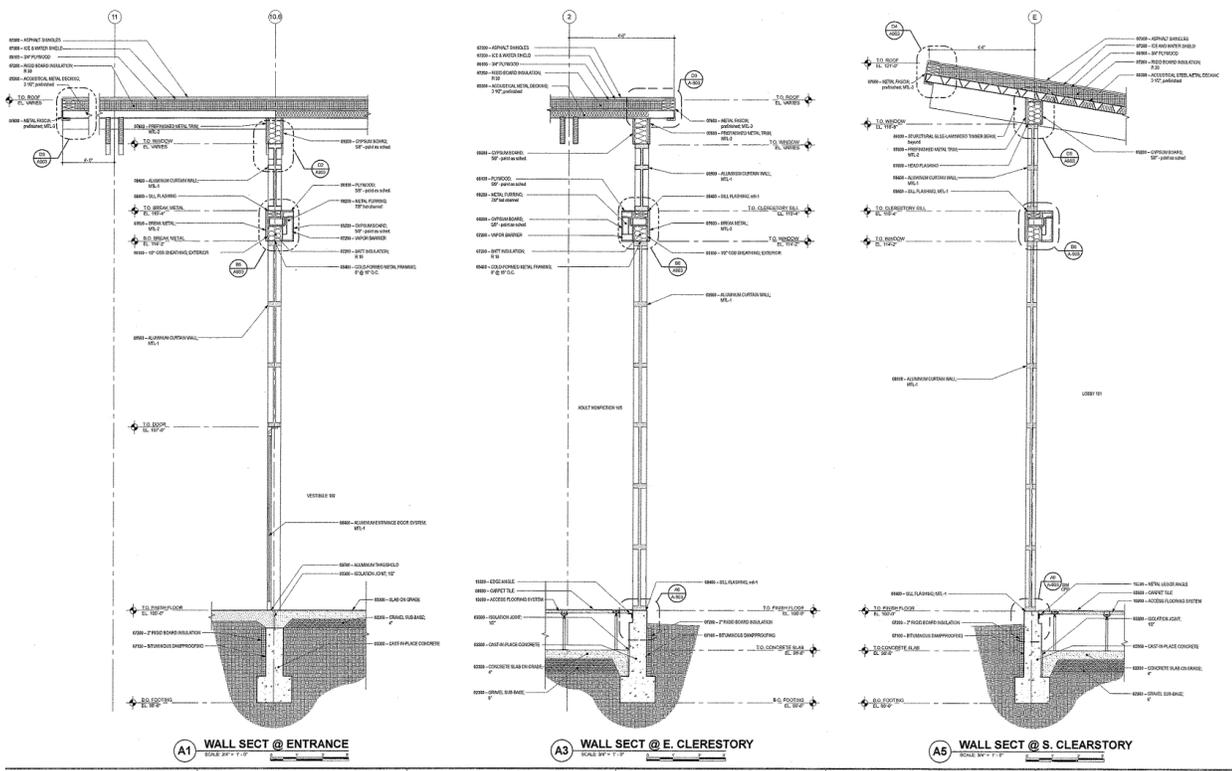


A1 Floor Plan - First Level

ERIE COMMUNITY LIBRARY
ERIE COMMONS
 AND POWER CENTER
 AND POWER CENTER
 WELD LIBRARY DISTRICT

PROJECT NUMBER: 2006-01700
 DATE: 01/12/06
 DRAWN: []
 CHECKED: []
 REVISIONS: []
 ERIE COMMUNITY LIBRARY
 ERIE COMMONS
 Floor Plan
 21 DECEMBER 2006

A-201



A1 WALL SECT @ ENTRANCE

A3 WALL SECT @ E. CLERESTORY

A5 WALL SECT @ S. CLEARSTORY

ERIE COMMUNITY LIBRARY
ERIE COMMONS
 AND POWER CENTER
 AND POWER CENTER
 WELD LIBRARY DISTRICT

PROJECT NUMBER: 2006-01700
 DATE: 01/12/06
 DRAWN: []
 CHECKED: []
 REVISIONS: []
 ERIE COMMUNITY LIBRARY
 ERIE COMMONS
 Wall Section
 21 DECEMBER 2006

A-601