

## **1.0 STANDARD DOCUMENTS**

### **1.1 INTRODUCTION**

#### **A. Purpose**

As identified on the Cover Page the Owner has issued this Request for Proposals (RFP) for the designated Project. The RFP defines service requirements; solicits proposals; details proposal requirements; and outlines the process for evaluating proposals and selecting and contracting with a Construction Manager/General Contractor (CM/GC).

#### **B. Scope of Services**

1. RFP Section 1.6, Pro Forma Master Contract (MC) Between Owner and CM/GC, and RFP Section 1.7, Scope of Services, together detail the Owner's requirements for the CM/GC's scope of services. The MC substantially represents the contract document that the Proposer selected by the Owner must agree to and sign.
2. For Project information refer to RFP Section 2.4, Project Narrative and Documentation.

#### **C. Nondiscriminatory Participation**

1. Through this RFP the Owner seeks to procure the best services at the most favorable, competitive prices and to give all qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the Owner.
2. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State of Tennessee or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State of Tennessee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
3. Upon request the Owner will provide the Owner's designated contact to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations

#### **D. Diversity in Contractual Relationships**

It is the express desire of the State Building Commission (SBC) to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition or renovation of State Projects under the jurisdiction of the Commission. Refer to Item 5 in the SBC Policy.

### **1.2 RFP COMMUNICATIONS**

#### **A. Notice of Intent to Propose**





digital file copy in a searchable PDF format on a flash drive, not password protected. The digital file should not exceed 20 MB and should be named using the following format: “<<Proposer Name>> CMGC <<SBC Number>>”. Proposals should be clearly marked as follows.

**Technical Proposal**

CM/GC Services

<<Project Name>>

SBC No. <<Number>>

**For RFP Coordinator Opening Only**

6. Each Proposer must submit one original Cost Proposal in a separately sealed package that is clearly marked as follows.

**Cost Proposal**

CM/GC Services

<<Project Name>>

SBC No. <<Number>>

**For RFP Coordinator Opening Only**

7. The Proposer must enclose all documents and flash drive in a larger sealed package. The Proposer shall clearly mark the outermost package as follows.

**Technical Proposal and Cost Proposal**

For CM/GC Services

<<Project Name>>

SBC No. <<Number>>

Submitted By:

<<CM/GC Name>>

<<Contractor License No., Classification, Expiration Date, License Limit>>

<<Contact Person Name, Address, Telephone Number, Email>>

**C. Technical Proposal Requirements**

1. No pricing information shall be included in the Technical Proposal. Inclusion in the Technical Proposal of a direct or implied revelation of requested Cost Proposal information shall make the proposal non-responsive and the Owner will reject it.
2. Each Proposer must use RFP Section 2.2 to guide organization of the Technical Proposal. Each Proposer shall duplicate RFP Section 2.2 for use as the Table of Contents for the Technical Proposal by adding proposal page numbers and the



official of the State of Tennessee;

- b. a company, corporation, or other contracting entity in which an ownership of two percent or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than two percent of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or

J. Disclosure of Proposal Contents

1. Each proposal and all materials submitted to the Owner in response to this RFP





- b. Prior to execution of an agreement for construction services a certificate(s) of insurance will be required as detailed in the Owner's Designers' Manual, Appendix 2, Section 00 72 13 General Conditions of the Contract for Construction.
2. At the option of the CM/GC the contract(s) for hazardous materials abatement may be held by the CM/GC or the Owner if a part of the work scope. Under either option the CM/GC shall coordinate the bidding process and implementation of the Work. The Owner shall be a named insured under either option.

D. Contract Award

1. The RFP Coordinator will forward the evaluation results to the responsible Owner official, who will consider the results and all pertinent information available to make a recommendation of contract award to the SBC. The Owner reserves the right to make an award recommendation without further discussion of a proposal.
2. Prior to approval of the SBC, the Owner will issue an Intent to Award Notice to identify the apparent highest evaluated proposal on the date detailed in the RFP Section 2.1, Schedule of Events. The Intent to Award Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent highest evaluated proposal or another Proposer.
3. The Owner will make the RFP files available for public inspection on the date in the RFP Section 2.1, Schedule of Events.
4. RFP protest procedures are located in the SBC Policies and Procedures posted on the OSA's website.
5. The Owner reserves the right, at its sole discretion, to add terms and conditions or to revise pro forma contract requirements in the Owner's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.
6. The Proposer with the apparent highest evaluated proposal must sign and return the contract drawn by the Owner pursuant to this RFP within ten calendar days of receipt of the contract form provided by the Owner. If the Proposer fails to provide the signed contract within this time period, the Owner may determine the Proposer non-responsive to the terms of this RFP and reject the proposal.
7. The RFP process does not obligate the Owner and does not create rights, interests, or claims of entitlement in Proposers. Contract award and the Owner obligations pursuant thereto shall commence only after contract approval of all State officials as required by State laws and regulations and not prior to the Proposer's receipt of a fully signed contract.

E. Contract Payments

All contract payments shall be made in accordance with the contract's provisions for Payment Terms and Conditions as detailed in Section 1.6, Pro Forma Master Contract (MC) Between Owner and CM/GC. No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the Owner be liable for payment associated with the contract or responsible for work done by the CM/GC, even work done in good faith and even if the CM/GC is orally directed to proceed with the delivery of services, if it occurs before contract approval by the Owner as required by applicable statutes and rules of the State of Tennessee or before

the contract start date or before the CM/GC's receipt of a fully executed contract or after the contract end date specified by the contract.

F. CM/GC Performance

The CM/GC shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Owner. The Owner may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

G. Additional Work

1. The Owner may request the CM/GC to perform additional work during the pre-construction phase services for which the CM/GC would be compensated in accordance with the MC. That work shall be within the general scope of this RFP. In such instances, the Owner shall provide the CM/GC a written description of the additional work, and the CM/GC shall submit a time schedule for accomplishing the additional work and a price for the additional work. If the Owner and the CM/GC reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a written letter of authorization. Such letter requiring additional work must be mutually agreed upon by the parties. The CM/GC shall not commence additional work until the Owner has issued a written letter of authorization and secured all required approvals.
2. Additional work requested by the Owner may include services for facilitated

**1.6 PRO FORMA MASTER CONTRACT (MC)  
BETWEEN OWNER AND CM/GC**

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# Master Contract

Between

Owner and Construction Manager/General Contractor.

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**MASTER CONTRACT (MC)**

made as of the <<Number, e.g. "2nd">> day of <<Month>>  
in the year of <<Year number in words>>.

**BETWEEN THE OWNER:**

State of Tennessee, via the Contracting Agency:  
<<State Procurement Agency>>  
<<Street or P.O. Box>>  
<<City, State, Zip Code>>

**AND**

**THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC):**

<<CM/GC Name>>  
<<Street or P.O. Box>>  
<<City, State, Zip Code>>  
  
ACH Address: <<Street or P.O. Box>>  
<<City, State, Zip Code>>

**THE PROJECT:**

<<SBC Number>>  
<<Campus or Institution Name>>  
<<Project Title Designated by Owner>>

**THE DESIGNER:**

<<Designer Name>>  
<<Street or P.O. Box>>  
<<City, State, Zip Code>>

**THE OWNER AND THE CM/GC AGREE AS SET FORTH BELOW.**

**A. SCOPE OF SERVICES**

- A.1 The CM/GC shall provide the services as detailed in the attached RFP Section 1.7, Scope Services, which provides the primary input for development of a Construction Services Agreement in the form of the attached RFP Section 1.8, Pro Forma Construction Services Agreement (CSA) Between Owner and CM/GC. Construction services shall be provided



Owner as provided herein, the CM/GC shall be entitled to receive equitable compensation for satisfactory authorized service completed as of the termination date but in no event shall the Owner be liable to the CM/GC for compensation for a service which has not been rendered. At the option of the Owner, all finished or unfinished documents, data, studies, surveys, analyses, estimates, models, and reports prepared by the CM/GC shall become Owner's property. Upon such termination, the CM/GC shall have no right to actual, general, special, incidental, consequential, or other damages whatsoever on account of services.

If the CM/GC fails to properly perform its obligations under this MC in a timely or proper manner, or if the CM/GC violates terms of this Contract, the Owner shall have the right to immediately terminate the MC and withhold payments in excess of fair compensation for completed services. With respect to the construction phase, this section D.5 shall be subject and subordinate to the terms of the CSA.

Notwithstanding the above, the CM/GC shall not be relieved of liability to the Owner for damages sustained by virtue of a breach of this MC by the CM/GC, and the Owner may withhold reasonable payments to the CM/GC for the purpose of setoff until such time as the exact amount of damages due the Owner from the CM/GC is determined.

- D.6 If the Owner does not pay the CM/GC within seven days after the date for payment established in this MC the amount currently due as of that date pursuant to the terms of this MC, then the CM/GC may, upon seven additional days' written notice to the Owner, stop the work until payment of the amount due has been received. The CM/GC may terminate this MC if the work is stopped for non-payment for a period of 30 consecutive days. The CM/GC shall be entitled to receive equitable compensation for satisfactory, authorized service completed as of the termination date. Upon such termination, the CM/GC shall have no right to actual, general, special, incidental, consequential, or other damages whatsoever on account of services.
- D.7 The CM/GC shall not assign this MC without obtaining the prior written approval of the Owner. Subcontracts to this MC shall contain, at a minimum, Sections D.8, D.9, and D.10 of this MC.
- D.8 The CM/GC warrants that no part of the total amount paid to the CM/GC shall be paid directly or indirectly to an employee or official of the Owner as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the CM/GC in connection with work contemplated or performed relative to this MC.
- D.9 The CM/GC shall not discriminate against an employee nor applicant for employment because of race, creed, color, religion, sex, age, or national origin as defined in TCA § 4-21-401, et seq, nor because of handicap, in accordance with TCA § 8-50-103.

The CM/GC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to handicap, race, creed, color, religion, sex, age, or national origin, including but not limited to practices in recruitment, recruitment advertising, employment, selection for training or apprenticeship, rates of pay or other forms of compensation, upgrading, demotion, transh5.7( t0 Tw .7(r TJ-3.2787 t3.9 no)-5.7(r app







**E. SPECIAL TERMS AND CONDITIONS:**

- E.1 Should these special terms and conditions conflict with other terms and conditions of this MC, these special terms and conditions shall control.
- E.2 Should a conflict arise within the requirements of these MC documents, the documents shall be interpreted in priority in the order shown.
  - 1. Construction Services Agreement (CSA) upon negotiation of its terms and conditions and execution by both parties, and subsequent amendments, and modifications.
  - 2. This MC and its attachments and amendments.
  - 3. The RFP documents and addenda which are incorporated by reference.
  - 4. The CM/GC's Proposal for services in response to the RFP which is incorporated by reference.
- E.3 The Owner shall own all ideas, technical approaches and CM/GC deliverables developed as a part of this MC.
- E.5 Upon completion or termination of this Contract, application programs and systems and other management systems developed and used by the CM/GC solely for the implementation of this MC shall be licensed to the Owner at no fee or otherwise remain with the Owner for use in management of other capital Projects.
- E.6 The CM/GC shall indemnify and hold the Owner harmless of all claims or suits which may be brought against the Owner for infringement of laws regarding patents or copyrights which may arise from the performance of the CM/GC under the MC. In such action brought against the Owner, the CM/GC shall satisfy and indemnify the Owner for the amount of a final judgment against the Owner, or settlement entered into in good faith by the Owner for infringement.
- E.7 The MC is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Owner reserves the right to terminate the MC upon written notice to the CM/GC. Said termination shall not be deemed a breach of contract by the Owner. Upon receipt of the written notice, the CM/GC shall cease all services associated with this MC. Should such an event occur the CM/GC shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the CM/GC shall have no right to recover from the Owner actual, general, special, incidental, consequential, or other damages whatsoever.
- E.8 Notices required by this MC shall be in writing and shall be made by email, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party

The CM/GC:

<<Name of individual for the CM/GC>>

<<Firm name>>

<<Address line 1>>

<<Address line 2>>

<<Telephone>>

<<Email address>>

- E.9 Notices required by the MC shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three business days after the date of mailing; or on the day email receipt is confirmed.
- E.10 In the event it is determined that the Proposer failed to disclose requested information, or made a false statement, misrepresentation or omission regarding a material fact concerning an aspect of the award of this MC, the Proposer may be considered in default and the Owner may terminate this MC immediately and/or withhold full or partial payment as it deems appropriate. In addition, the Owner may seek other available remedies to which it is entitled by law.
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This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

**This Master Contract entered into as of the day and year first written above as witnessed:**

**BY CM/GC:** <<CM/GC Name>>

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AND BY OWNER:** State of Tennessee,  
<<State Procurement Agency>>

By: \_\_\_\_\_  
Head of Higher Education Institution  
<<Name>>  
<<Title>>

Approved: \_\_\_\_\_  
Head of Financial Office  
<<Name>>  
<<Title>>

Approved: \_\_\_\_\_  
Head of Legal Office  
<<Name>>  
<<Title>>

Approved: \_\_\_\_\_  
Head of State Procurement Agency  
<<Name>>  
<<Title>>

Approved: \_\_\_\_\_  
State Architect

**END OF MASTER CONTRACT for the Project titled:**

<<SBC Number>>  
<<Campus or Institution Name>>  
<<Project Title Designated by Owner>>

## 1.7 SCOPE OF SERVICES

The Construction Manager/General Contractor (CM/GC) shall provide Pre-Construction Phase Services (PCPS) and Construction Phase Services (CPS) for the Project described in RFP Section 2.4, Project Narrative and Documentation, including, but not limited to, development of a Guaranteed Maximum Price (GMP). Services shall be provided by the personnel designated in the CM/GC's Technical Proposal or by substitute personnel approved in writing by the Owner. Requests for substitute personnel shall include justification for the substitution and qualifications of the substitute personnel in similar form and content as required for the Technical Proposal.

### 1.7.1 PRE-CONSTRUCTION PHASE SERVICES

#### A. Project Information and Procedures

1. Meet with the Owner, the Designer, and other design team members and review documents to gain a full understanding of the program, the design documents, the Project scope and all other aspects of the Project.
2. The CM/GC may develop written Project procedures, in cooperation with the Owner and the Designer, which will augment the Owner's requirements, as necessary, to be used as a guide for the management and coordination of the Project.

#### B. Meetings and Key CM/GC Personnel

1. Provide the designated key personnel who shall consistently attend and participate as construction management consultants in meetings scheduled with the Owner and the Designer throughout the duration of PCPS. Such meetings shall be as frequent as needed to support Project progress
2. Provide the designated PCPS Project manager to facilitate such meetings.
3. Prepare and distribute an agenda at least one day in advance of meetings.
4. Record and distribute meeting notes to the Designer, Owner, and other attendees.

#### C. Consultation

1. Advise the Owner and Designer on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment. This includes exploring alternative non-traditional building systems.
2. Provide recommendations to the Owner and Designer on the items below. Submit recommendations concurrently to the Owner and the Designer in writing.
  - a. Construction feasibility actions designed to minimize adverse effects of labor or material shortages.
  - b. Time requirements for procurement, installation and construction completion.
  - c. Factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies which should include conceptual cost estimates based on preliminary designs.

4. The CM/GC shall not be called upon to provide advice on legal issues or to engage in the practice of architecture or engineering. The CM/GC's scope of services is solely in its capacity as a CM/GC, not as a design professional. The CM/GC is not responsible for design of the Project.

#### D. Schedule

Two types of schedules are required of the CM/GC in the pre-construction phase as described in the following sections, (1) the pre-construction phase schedule and (2) the preliminary construction schedule.

Prepare, maintain, and communicate the schedules in writing in appropriate detail to enable determination of critical paths and enable Project decision-making throughout the duration of the Project.

Develop the schedules on industry standard software with proven compatibility.

Monitor the schedules throughout the duration of the Project and advise the Owner of deficiencies in adhering to these schedules by a party.

Update schedules at the end of each Design phase established by the contract between the Owner and the Designer (for design phases during which the CM/GC is performing pre-construction phase services).

##### 1. Pre-Construction Phase Schedule

In collaboration with the Designer and Owner, prepare and maintain a pre-construction phase schedule detailing the services, activities, durations, and sequences of the remaining Designer, CM/GC, and Owner activities leading to the negotiation and execution of a Construction Services Agreement (CSA) between Owner and CM/GC for a GMP. Within 14 days from the execution of the Master Contract (MC) submit an initial version of the pre-construction phase schedule. This schedule and subsequent versions of this schedule is subject to approval by the Designer and the Owner.

##### 2. Preliminary Construction Schedule

Within 30 days from the execution of the MC submit to the Designer and Owner for review an initial version of the preliminary construction schedule. Include the schedule components listed below.

- a. Proposed construction activity sequences and durations.
- b. Milestone dates.
- c. Occupancy dates meeting the Owner's requirements and showing portions of the Project having occupancy priority, if applicable.
- d. A proposed date of Substantial Completion that does not exceed the RFP construction time.

#### E. Constructability

Review the design documents for opportunities to enhance constructability including proposals for alternate construction means, methods, and materials. Provide a constructability report within 14 calendar days of receipt of design documents. For each item identified provide the following in writing.

1. A description of the construction issue with background information, including, as necessary, backup data from subcontractors and suppliers.

2. A listing of design documents relevant to the issue.
3. Detailed written recommendations addressing each issue.

F. Construction Cost Estimate

1. Within 30 days from the execution of the MC, develop and communicate in writing to the Designer and Owner for review a construction cost estimate that shall be independent from the Designer's estimate of cost of construction (Designer's Estimate). Updates shall be provided as needed but at a minimum at the end of each Design phase established by the agreement between the Owner and the Designer.
2. Each version of the construction cost estimate shall detail the amount for the GMP with sufficient supporting information to communicate each cost component and the significant contributing costs within each component. Alternates under consideration by the Designer and Owner shall be separately detailed with the same supporting information.
3. Each construction estimate will be reviewed by the Designer and the Owner for reasonableness and compatibility with the GMP Target. The Owner, Designer, and the CM/GC will work together to resolve differences between the Designer's Estimate and the CM/GC's construction cost estimate.
4. In the event that either of the CM/GC's construction cost estimate or the Designer's Estimate exceeds the GMP Target, the Owner may direct the CM/GC to continue to provide its PCPS as described below in conjunction with the Designer's redesign of the Project as necessary to maintain the Project program within the GMP Target; in which case, the CM/GC shall do so without additional compensation. The Owner may also elect to revise the Project scope or increase funding. After consultation with the Owner:
  - a. Coordinate and cooperate with the Project team as the Designer revises construction documents as necessary to meet the GMP Target.
  - b. Analyze the Designer's originally submitted and revised construction documents, and make recommendations to the Owner as to opportunities to reduce Project construction costs to meet the GMP Target.
  - c. Develop and provide to the Owner and Designer a revised GMP in connection with the revised construction documents.
5. In the construction document portion of the PCPS the versions of the construction cost estimate shall identify the anticipated subcontract amount for each planned subcontractor bid package and other significant supporting information.

G. Value Analysis

1. Provide value analysis information to the Designer to identify opportunities for cost reductions and Project enhancements. The value analysis shall include a list of recommendations including pro/con analyses to achieve a balance between initial costs, life cycle operating costs, aesthetics, and function.
2. In coordination with the Owner and Designer select and document the value improvements to be implemented including the details of the value improvements stated in dollars, time, or other appropriate measures.

H. Construction Documents

## CM/GC RFP STANDARD DOCUMENTS

1. Review the construction documents submitted for State Fire Marshal review. Review comments shall be by written report, with references to the Designer's documents. Include construction documents coordination review comments from CM/GC PCPS trade consultants, if any. Submit the report to the Owner and Designer within 14 calendar days of receipt of the documents.
  2. Notify the Owner and Designer immediately of ambiguous, conflicting, or erroneous features discovered in the construction documents during the review process.
  3. Review the final documents to confirm that comments have been addressed.
- I. Subcontractor Qualification Requirements and Subcontractor List
1. Qualification requirements for subcontractors shall, at a minimum, address the information requested by AIA Document A305-1986, Contractor's Qualification Statement. The CM/GC may add other requirements for subcontractors that are not addressed in A305. The CM/GC may establish qualification requirements that are not prohibited by law or by specific published State Building Commission policies and procedures.
  2. It is the express desire of the State Building Commission to include an emphasis on diversity.
  3. Upon Owner request provide a written list of potential subcontractors and suppliers for which proposals are likely to be requested. The receipt of the list shall not waive the right of the Owner or Designer to later objections to a subcontractor or supplier.
  4. Major equipment suppliers shall be deemed the same as subcontractors.
- J. Subcontract Bidding
1. Prepare subcontractor bid packages required for completing construction and to encourage competitive bidding. The packages shall be prepared in accordance with the requirements of the RFP and the State Building Commission's rules and regulations. The packages shall be prepared in accordance with the requirements of the RFP and the State Building Commission's rules and regulations. The packages shall be prepared in accordance with the requirements of the RFP and the State Building Commission's rules and regulations.

the right to be contacted by the State Building Commission for the purpose of providing information regarding the project. The right to be contacted by the State Building Commission for the purpose of providing information regarding the project. The right to be contacted by the State Building Commission for the purpose of providing information regarding the project.

tabulation with the values of the subcontracts and compare this total with the budgeted amount within the GMP construction cost estimate.

7. The CM/GC shall determine the apparent low bidder for each package. Upon this determination, the CM/GC shall review all bid documentation from the apparent low bid subcontractor to verify the scope of the bid.
  8. If the CM/GC's review shows that the low bidder fully accounted for all costs associated with the scope of the work on which it was bidding, and the low bidder satisfies all qualification criteria and requirements then, after CSA execution, the contract shall be awarded to the low bidder as a subcontractor.
  9. If, however, the CM/GC's review shows that the low bidder failed to account for all costs associated with the scope of the work on which it was bidding or the low bidder is not in full and strict compliance with all qualification criteria and requirements then the bid may be disqualified with the approval of the Owner, which shall not be unreasonably withheld. The CM/GC shall have the right as outlined above to verify the scope and qualifications of each low bidder in the same manner to determine the lowest verified bid from a qualified bidder.
  10. The CM/GC may repeat the bidding for a subcontract only if:
    - a. the initial bidding produces no responsible, responsive bid for that portion of the work, or
    - b. no responsible, responsive bidder for that portion of the work will execute the subcontract form included in the bid package without material alterations, and
    - c. the Owner approves of such a re-bid, which approval shall not be unreasonably withheld.
  11. All contract documents between the CM/GC and the subcontractors shall be made available for review by the Designer and the Owner.
  12. Subcontracts are not to include contingencies. All construction contingency is to be included in the CM/GC contingency.
- K. GMP for Construction
1. The GMP shall be established not later than the date documented in the preliminary construction schedule. The CM/GC may bid subcontracts prior to establishment of the GMP at its own risk subject to sections P and Q below;



4. In the event that a preliminary GMP exceeds the GMP Target, the Owner reserves the right to direct the CM/GC to continue to provide PCPS in conjunction with the Designer's redesign of the Project as necessary to maintain the Project program and meet the GMP Target.
    - a. After consultation with the Owner, the CM/GC shall coordinate and cooperate with the Project team as the Designer revises construction documents as necessary to accomplish the required reduction in cost.
    - b. The CM/GC shall analyze the Designer's originally submitted and revised construction documents and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the GMP Target.
    - c. The CM/GC shall develop and provide to the Owner and Designer a revised GMP in connection with the revised construction documents.
    - d. The CM/GC shall perform the work set forth in this section without additional compensation over and above the lump sum PCPS fee provided in the MC.
  5. Upon acceptance by the Owner of a GMP, the Owner and the CM/GC shall negotiate and execute a mutually acceptable agreement including the approved GMP as a part of the CSA. All required bonds and insurance shall be provided on or before the date of the Owner's execution of the CSA.
- L. CM/GC Contingency
1. The GMP shall include a construction contingency (Contingency) in an amount approved by the Owner, to help reduce the risks assumed by the CM/GC in providing the GMP for the Project. The Owner retains the right to specifically request revisions to the amount of the Contingency prior to the Owner's acceptance and approval of the GMP. The Owner and the CM/GC acknowledge that this Contingency is included to adjust for eventualities which have not been taken into precise account in the establishment of the GMP, including, but not limited to, those resulting from
    - a. The Construction Documents not being complete at the time the GMP is established,
    - b. Scope gaps between subcontractors,
    - c. Unforeseen field conditions, circumstances, occurrences, or errors and omissions in the Contract Documents which would not have been reasonably detected or anticipated during the discharge of the CM/GC's preconstruction duties, and
    - d. Net overage in subcontracts awarded after CSA execution.
  2. The amount of the Contingency is the maximum sum available to the CM/GC to cover costs incurred as a result of such unanticipated causes. Cost in excess of the amount of the Contingency will be borne by the CM/GC under the GMP, unless the GMP is adjusted pursuant to the terms of the CSA.
  3. The Contingency may be applied to items within the cost of the Work without the necessity of a modification, without constituting a change in the Work, and without resulting in a change in the GMP. The CM/GC shall advise the Designer and the Owner prior to applying a part of the Contingency to an item within the cost of the Work. The CM/GC shall document the change on the record documents.



R. Support Incomplete Project Design Activities

1. If, upon execution of an early package CSA there are PCPS services required in this document for remaining incomplete Project design activities (e.g. incomplete design work due to fast-tracking of construction), provide those services throughout the duration of those incomplete design activities.
2. Perform the work set forth in this Section without additional compensation over and above the lump sum fee for PCPS compensation for PCPS detailed in the MC.

1.7.2 CONSTRUCTION PHASE SERVICES

The CM/GC services shall consist of providing CPS as required herein and by the Contract Documents including, but not limited to, the General Conditions of the Contract for Construction and all additional documents enumerated in Article 1 of the CSA to affect the complete construction of the Project and to maintain the established GMP and Contract Time of the Project.

A. Consultation During Continuing Project Development

Upon acceptance of the GMP, the CM/GC shall continue to advise and assist the







**1.8 PRO FORMA CONSTRUCTION SERVICES AGREEMENT (CSA)  
BETWEEN OWNER AND CM/GC**

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# **Construction Services Agreement**

**ARTICLE 1 -- THE WORK AND THE CONTRACT DOCUMENTS**

- 1.1 The CM/GC shall perform all the Work required by the Contract Documents for the Project identified on page one.
- 1.2 The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the CM/GC and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.
- 1.3 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 1.4 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
  - a. The Master Contract between Owner and CM/GC with attachments for the Project dated <<Date>>.
  - b. This Agreement.
  - c. The Project Manual for the Project dated <<Date>>, which includes, but is not limited to, (1) the Owner's Standard Documents Divisions 00 and 01 including the General Conditions of the Contract for Construction and (2) the Specifications.
  - d. The Drawings for the Project as listed in the <<Project Manual Section 00 01 20 List of Drawings or CM/GC's Proposal>> for the Project dated <<Date>>.
  - e. Addenda as apply to the above documents:



**ARTICLE 2 – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved  
 <<Number of calendar days from and including the date stipulated in the Notice to Proceed>>
- 2.2 Liquidated Damages, as set forth in the Conditions of the Contract, are  
 <<Dollar amount per calendar day>>

**ARTICLE 3 – CONTRACT SUM**

- 3.1 The Owner shall pay the CM/GC in current funds for the performance of the Work, subject to by Modifications as provided in the Contract Documents, an amount not to exceed the Guaranteed Maximum Price (GMP), also referred to as the “Contract Sum”, of  
 <<Contract Sum in words>>  
 (\$<<Contract Sum in numbers>>)
- 3.2 The GMP includes the following at the time of the execution of this Agreement:

	DOLLAR AMOUNT
Subcontracts	
Self-Performed Work	
General Conditions, Monthly (total of all months)	
General Conditions, Lump Sum	
Project Related Cost Not Included Above	
CM/GC Contingency	
CM/GC Construction Services Fixed Fee	
<b>Guaranteed Maximum Price</b>	

- 3.3 The following Unit Prices will be used as specified:  
 <<Listing or statement of none established at initial award>>



## 1.9 EVALUATION GUIDE

### A. Scoring

The evaluation process is designed to award the contract not necessarily to the Proposer of least cost but rather to the Proposer with the highest Total Score which is derived by adding the Technical Proposal Score to the Cost Proposal Score of the qualifying proposers.

### B. Technical Proposal Score

1. Technical Proposal Scores are based on Owner evaluations in accordance with RFP Section 2.2, Technical Proposal. For each Proposer the median score of evaluator scores is determined for both Technical Proposal Sections B and C.
2. The two median scores for each Proposer are added to develop the Proposer Evaluation Amount.
3. Proposers with a Proposer Evaluation Amount less than 70 are disqualified and their cost proposal will be returned and not opened.
4. Proposers with a Proposer Evaluation Amount of 70 or more qualify for development of the Proposer's Technical Proposal Score as shown in the formula below.

QUALIFYING PROPOSER'S TECHNICAL PROPOSAL SCORE =

$(\text{Proposer's Evaluation Amount}) \div (\text{Highest Evaluation Amount of All Proposers}) \times 70$

### C. Cost Proposal Score

Cost Proposal Scores are based on Proposer Total Cost Amounts in accordance with RFP Section 2.3, Cost Proposal. The Proposer's Cost Proposal Score is developed as shown in the formula below.

COST PROPOSAL SCORE =

$(\text{Lowest Total Cost Amount of All Proposers}) \div (\text{Proposer's Total Cost Amount}) \times 30$

### D. Total Score

The Proposer's Total Score is developed as shown in the formula below.

TOTAL SCORE =

$(\text{Technical Proposal Score}) + (\text{Proposer's Cost Proposal Score})$

### E. Process

1. After the Proposal Deadline provided in RFP Section 2.1, Schedule of Events, the Owner will open and review each Technical Proposal for a "Pass" or "Fail" evaluation based on compliance with each of the Mandatory Requirements of Section 2.2, Technical Proposal, and the following Proposal format and content requirements.
  - a. Received on or before the Proposal Deadline.
  - b. Number of copies, digital file, and packaging as required.
  - c. Formatted as required and does not exceed size or page number limits.
  - d. Contains no Cost Proposal information.

