
The University of Tennessee
Request for Proposals:

Construction Manager /
General Contractor
for the
Energy & Environmental
Science Research Building
(Ellington)
UT Institute of Agriculture
SBC No. 540/001-04-2013

November 14, 2018

The University of Tennessee Division of Facilities Planning

5723 Middlebrook Pike, Suite 119

Knoxville, Tennessee 37996-0040

<http://facilitiesplanning.tennessee.edu/>

RFP ADVERTISEMENT

Request For Proposals: The University of Tennessee requests proposals for a Construction Manager/General Contractor. **Project:** Energy and Environmental Science Research Building (Ellington), UT Institute of Agriculture. **RFP Documents:** Scope of services and proposal requirements will be available on November 14, 2018 on UT's Web site, <http://facilitiesplanning.tennessee.edu/>. **Accommodation:** A Proposer with a disability may request reasonable accommodation for participation to the RFP Coordinator designated in the RFP no later than seven calendar days after initial RFP advertisement. **Pre-Proposal Conference:** UT Facilities Planning Conference Room 220, 5723 Middlebrook Pike, Knoxville, TN, at 10:00 am local time on November 29, 2018. **Proposal Deadline:** Proposals received by the Owner at the address below until 12:00 p.m. local time on December 12, 2018.

Rebecca Douglas, UT Office of Capital Projects
5723 Middlebrook Pike, Suite 201
Knoxville, TN 37996-0040

REQUEST FOR PROPOSALS

For a Construction Manager/General Contractor for the

Energy and Environmental Science Research Building (Ellington)

UT Institute of Agriculture

SBC No. 540/001-04-2013

CONTENTS

REQUEST FOR PROPOSALS (RFP)

- **RFP SECTIONS**
 1. INTRODUCTION
 2. RFP COMMUNICATIONS
 3. PRE-PROPOSAL CONFERENCE AND PROPOSER COMMENTS
 4. PROPOSAL REQUIREMENTS AND PROCESS
 5. CONTRACT REQUIREMENTS AND PROCESS

RFP ATTACHMENT 1

- **PRO FORMA MASTER CONTRACT (MC) BETWEEN OWNER AND CM/GC**
 - MC ATTACHMENTS:**
 - 1.A. SCOPE OF CM/GC PRE-CONSTRUCTION PHASE SERVICES
 - 1.B. PROJECT INFORMATION
 - 1.C. PRO FORMA CONSTRUCTION SERVICES AGREEMENT (CSA) BETWEEN OWNER AND CM/GC
 - 1.D. PRO FORMA STANDARD BIDDING AND CONSTRUCTION DOCUMENTS

RFP ATTACHMENT 2

- **CERTIFICATION STATEMENT**

RFP ATTACHMENT 3

- **TECHNICAL PROPOSAL**

RFP ATTACHMENT 4

- **COST PROPOSAL**

RFP ATTACHMENT 5

- **EVALUATION GUIDE**

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

- 1.1.1 The University of Tennessee, hereinafter referred to as the Owner, has issued this Request for Proposals (RFP) with attachments to define service requirements; solicit proposals; detail proposal requirements; and outline the process for evaluating proposals and selecting and contracting with a Construction Manager/General Contractor (CM/GC) for the Owner's project titled and numbered as follows.

Energy and Environmental Science Research Building (Ellington) SBC No. 540/001-04-2013

1.2 Scope of Services

- 1.2.1 RFP Attachment 1 provides a Pro Forma Master Contract (MC) with Attachments 1.A through 1.D which, together, detail the Owner's requirements for the CM/GC's scope of services. RFP Attachment 1 substantially represents the contract document that the Proposer selected by the Owner must agree to and sign.

- 1.2.2 The following summary scope description for CM/GC services is for overview purposes only and does not substitute for any portion of this RFP.

CM/GC services are in two phases: preconstruction phase services and construction phase services.

Preconstruction phase services include consulting, scheduling, estimating, and development of a proposed Guaranteed Maximum Price (GMP) for Project construction.

Construction phase services are contingent upon Owner approval to proceed with the CM/GC's proposed GMP and negotiation and execution of a mutually acceptable Construction Services Agreement which shall be substantially the same as MC Attachment 1.C, Pro Forma Construction Services Agreement (CSA) between Owner and CM/GC.

Construction phase services include the completed construction for the Project under the CSA with the CM/GC competitively procuring and contracting with the subcontractors and assuming the responsibility and the risk of construction delivery within the specified cost and schedule terms.

Refer to MC Attachment 1.A for a Project Description including an outline schedule and a GMP Target amount. Refer to MC Attachment 1.B for the Project Design Program.

1.3 Nondiscriminatory Participation

- 1.3.1 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.

- 1.3.2 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 any 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.

- 1.3.3 The Owner has designated the following 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.

Office of the General Counsel
The University of Tennessee
Administration Building
719 Andy Holt Tower, Suite 560
Knoxville, TN 37996-0174
(865) 974-3245

1.4 Diversity in Contractual Relationships

- 1.4.1 It is the express desire of The University of Tennessee and the State Building Commission to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition or renovation of State projects under jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this state.

2. RFP COMMUNICATIONS

2.1 Request for RFP Communications

- 2.1.1 **THE OWNER will convey all official communications and addenda pursuant to this RFP to the potential Proposers from whom the RFP Coordinator has received a Request for RFP Communications in writing, by letter or by email, with the request clearly indicating the potential Proposer's organization name and the name and title of a contact person with their telephone number and email address.**
- 2.1.2 The Request for RFP Communications shall be made no later than the date of the Pre-Proposal Conference detailed in the RFP Advertisement. Such request creates no obligation and is not a prerequisite for making a proposal.

2.2 RFP Communications Process

- 2.2.1 Unauthorized contact regarding this RFP with employees or officials of the Owner or of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.
- 2.2.2 Interested parties and potential proposers must direct all communications regarding this RFP to the following RFP Coordinator, who is the Owner's official point of contact for this RFP.

Rebecca Douglas, RFP Coordinator
Office of Capital Projects
The University of Tennessee
5723 Middlebrook Pike, Suite 201
Knoxville, TN 37996-0040

Telephone: (865) 974-2628
Email: designer@tennessee.edu

- 2.2.3 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future Owner procurements.
- 2.2.4 The State Building Commission Number (SBC No. 540/001-04-2013) for the project must be referenced in all communications regarding the RFP.
- 2.2.5 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- 2.2.6 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the Owner. The Owner assumes no responsibility for delays or delivery failures resulting from the method of dispatch. "Postmarking" of a communication or proposal shall not substitute for actual receipt of a communication or proposal by the Owner.
- 2.2.7 Only the Owner's official written responses and communications shall be considered binding with regard to this RFP.
- 2.2.8 The Owner reserves the right to determine, at its sole discretion, the method of conveying official written responses and communications pursuant to this RFP such as by letter, by email, or by Web site posting.
- 2.2.9 Any data or factual information provided by the Owner, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the Owner's written consent to rely thereon.

3. PRE-PROPOSAL CONFERENCE AND PROPOSER COMMENTS

3.1 Pre-Proposal Conference

- 3.1.1 A Pre-Proposal Conference will be held at the time, date, and location detailed in the RFP Advertisement. Attendance is not a prerequisite for making a proposal.
- 3.1.2 The purpose of the conference is to discuss the RFP scope of services and contract requirements. While questions will be entertained, the oral response to any question at the conference shall be considered tentative and non-binding with regard to this RFP.

3.2 Proposer Comments and Waiver of Objections

- 3.2.1 Each Proposer shall carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction, collectively called Comments. Comments must be made in writing and received by

the RFP Coordinator no later than five calendar days after the date of the Pre-Proposal Conference.

- 3.2.2 A Proposer's protests based on any objections concerning the RFP shall be considered waived and invalid if Comments relevant to the objections have not been brought to the attention of the Owner, in writing, no later than five calendar days after the date of the Pre-Proposal Conference.
- 3.3.3 The Owner reserves the right to determine, at its sole discretion, the appropriate and adequate responses to Comments. The Owner's official responses to Comments and other official communications pursuant to this RFP shall constitute an addendum to this RFP.

4. PROPOSAL REQUIREMENTS AND PROCESS

4.1 Deadline

- 4.1.1 Proposals must be submitted to the RFP Coordinator no later than the Proposal Deadline date and time detailed in the RFP Advertisement. A late proposal will not be accepted. A Proposer's failure to submit a proposal before the Proposal Deadline shall cause the proposal to be disqualified.
- 4.1.2 The Proposal Deadline time shall be established by the timepiece of the Owner.

4.2 Proposal Contents

- 4.2.1 A proposal must respond to the description of CM/GC scope of services, contract requirements, and proposal requirements described in this written RFP and any RFP attachments, exhibits, or addenda.
- 4.2.2 Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer in recognition that there will be no best and final offer procedure.
- 4.2.3 No portion of a proposal may be delivered orally or by any means of electronic transmission.
- 4.2.4 A proposal in response to this RFP shall consist of the following three documents, each of which is further described in a later section and in an RFP attachment.
 - 1. Certification Statement (RFP Attachment 2)
 - 2. Technical Proposal (RFP Attachment 3)
 - 3. Cost Proposal (RFP Attachment 4)
- 4.2.5 Each Proposer must submit eight copies of the Technical Proposal and a single digital file copy in .pdf format on a flash drive. The digital file should not exceed 20 MB and should be named using the following format: (Proposer Name) UTIA EES – CMGC 2018-11-14. Proposals should be clearly marked as follows.

Technical Proposal

CM/GC Services

Energy and Environmental Science Research Building (Ellington), UT Institute of Agriculture

SBC No. 540/001-04-2013

For RFP Coordinator Opening Only

- 4.2.6 Each Proposer must submit one original Cost Proposal in a separately sealed package that is clearly marked as follows and signed and dated by an individual empowered to contractually bind the Proposer.

Cost Proposal

CM/GC Services

Energy and Environmental Science Research Building (Ellington)

UT Institute of Agriculture

SBC No. 540/001-04-2013

For RFP Coordinator Opening Only

- 4.2.7 Each Proposer must submit one original Certification Statement signed and dated by an individual empowered to contractually bind the Proposer.
- 4.2.8 The Proposer must enclose all documents in a larger sealed package. The Proposer shall clearly mark the outermost package as follows.

Technical Proposal, Cost Proposal, and Certification Statement

CM/GC Services

Energy and Environmental Science Research Building (Ellington)

UT Institute of Agriculture

SBC No. 540/001-04-2013

Submitted By: <<CM/GC Name>>

Contact Information: <<Contact Person Name, Address, Telephone Number>>

4.3 Technical Proposal Requirements

- 4.3.1 No pricing information, except for what is specifically requested, shall be included in the Technical Proposal. Inclusion in the Technical Proposal of any direct or implied revelation of requested Cost Proposal information shall make the proposal non-responsive and the Owner will reject it.
- 4.3.2 Each Proposer shall use RFP Attachment 3 to guide organization of the Technical Proposal. Each Proposer shall duplicate RFP Attachment 3 for use as the Table of Contents for the Technical Proposal by adding proposal page numbers and the Proposer's name as indicated. The Proposer must address all items for all sections and provide, in sequence, the required information and documentation with the associated item references.
- 4.3.3 The Technical Proposal shall be economically prepared, with emphasis on completeness and clarity of content, legibly written, brief, and to the point in a direct response to the information requested for each item. All material must be on standard 8 1/2" x 11" paper with exceptions permitted for foldouts containing non-text information such as charts and spreadsheets.
- 4.3.4 All pages must be numbered.
- 4.3.5 The Technical Proposal shall not exceed 30 pages including photo pages, charts, spreadsheets, and appendices. Pages or sheets with print on both sides will be counted as two pages.
- 4.3.6 All information included in a Technical Proposal shall be relevant to a specific requirement detailed in RFP Attachment 3. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

4.4 Cost Proposal

- 4.4.1 Each Proposer shall record and submit Cost Proposal information exactly as required by RFP Attachment 4 on an exact duplicate of the attachment and shall not record any other rates, amounts, or information.
- 4.4.2 The Cost Proposal must be signed and dated by an individual empowered to contractually bind the Proposer.

4.5 RFP Addenda and Cancellation

- 4.5.1 The Owner reserves the unilateral right to issue addenda to this RFP in writing at any time.
- 4.5.2 The Owner reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety.

4.6 Proposal Prohibitions and Right of Rejection

- 4.6.1 The Owner reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
- 4.6.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The Owner may consider non-responsive and reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 4.6.3 A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFP) may be considered non-responsive and rejected.
- 4.6.4 A Proposer shall not restrict the rights of the Owner or otherwise qualify a proposal. The Owner may determine such a proposal to be a non-responsive counteroffer and reject the proposal.
- 4.6.5 A Proposer shall not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Owner may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.6.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.
- 4.6.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a CM/GC and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as CM/GC. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.
- 4.6.8 The Owner will reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Owner shall consider any of the foregoing prohibited actions that are detected to be grounds for proposal rejection or contract termination.
- 4.6.9 The Owner will not contract with or consider a proposal from:

- 4.6.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
- 4.6.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) 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 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- 4.6.9.3 a company, corporation, or any 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 disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.6.9.4 any individual, company, or other entity involved in assisting the Owner in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.6.9.5 for the purposes of applying the requirements of Section 4.6.9, et. seq., an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

4.7 Waiver of Variances

- 4.7.1 The Owner reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the Owner waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the Owner may hold any Proposer to strict compliance with this RFP.

4.8 Proposal Information Not Correct, Complete or Properly Organized

- 4.8.1 If the Owner determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, the Owner may determine such a proposal to be non-responsive and reject the proposal
- 4.8.2 The Owner may determine a proposal to be non-responsive and reject it if the proposal fails to appropriately address or meet all of the requirements.
- 4.8.3 The Owner may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the proposal as required.

4.9 Proposal Withdrawal

- 4.9.1 A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Advertisement. To do so, a Proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.10 Proposal Errors and Amendments

- 4.10.1 Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Advertisement unless such is formally requested, in writing, by the Owner.

4.11 Proposal Preparation Costs

- 4.11.1 The Owner will not pay any costs associated with the preparation, submittal, presentation, or contracting of any proposal.

4.12 Disclosure of Proposal Contents

- 4.12.1 Each proposal and all materials submitted to the Owner in response to this RFP shall become the property of the Owner. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Proposers submitting timely proposals may be available to the public, upon request, immediately after Technical Proposals are opened by the Owner.
- 4.12.2 Upon the completion of the evaluation of proposals the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.13 Licensure

- 4.13.1 A Proposer must be a licensed General Contractor in the State of Tennessee. Before a Contract pursuant to this RFP is signed, the Proposer and its personnel, if applicable, must hold all necessary, applicable business and professional licenses as may be required for specific services. The Owner may require any or all Proposers to submit evidence of proper licensure.
- 4.13.2 Proposers shall be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A contract will not be awarded to a Proposer whose proposal is in conflict with State licensing law.

4.14 Proposals by Joint Ventures

- 4.14.1 Any form of business arrangement with consultants or joint venture partners may be proposed for this project. However, the Owner prefers that a single firm serve as the project leader and administrative manager supported by business partners and consultants that serve under the management of that single firm. If a Proposer

intends to submit a Proposal as a joint venture, then the following requirements shall apply:

1. For the purposes of this RFP, the Owner recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFP.
2. Each joint venture participant shall meet the licensure requirements stated in the RFP.
3. Each joint venture participant shall meet the insurance requirements stated in the RFP.
4. Each joint venture participant shall individually provide all documentation required for review of financial responsibility and stability. The Owner will not recognize nor accept as a singular qualification, any combination of financial assets and resources from separate organizations or business entities submitting a Proposal in response to this RFP.

4.14.2 A subcontractor to a Proposer is not a joint venture participant.

4.15. Severability

4.15.1 If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the Owner and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.16 False Statement, Misrepresentation or Omission.

4.16.1 Any false statement, misrepresentation, or omission regarding a material fact concerning any aspect of a Proposer's submittals shall render the Proposer ineligible for award. The failure to submit information and documentation required by this RFP may also render the Proposer ineligible for award

4.16.2 In the event a contract is awarded to the Proposer and it is later determined that the Proposer failed to disclose requested information, or made a false statement, misrepresentation or omission regarding a material fact concerning any aspect of this RFP, the Proposer may be considered in default and the Owner may terminate the contract 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, including, but not limited to, debarment.

4.17 Completeness/Accuracy of Submittals.

4.17.1 The Proposer shall be fully responsible for and bound by all information and data included in any and all of its submittals and any appendices or attachments thereto.

4.17.2 It is the Proposer's responsibility to ensure that all information and data provided in any and all of its submittals in connection with this RFP are truthful, accurate and complete.

4.17.3 In the event that there are any material changes in the operations, management or performance capabilities of the Proposer or its listed subcontractors that may impact

performance of the Contract Work after the submission of the documents, but prior to the award of the project, the Proposer shall immediately notify the Owner and inform it of the details of any such changes.

4.18.1 Proposal Evaluation Guide

4.18.1 The Owner will be guided in the evaluation of proposals by the process described herein. The evaluation process is designed to award the contract to the Proposer with the best Total Score derived by adding their Technical Proposal Score to their Cost Proposal Score as shown in RFP Attachment 5.

4.19 Evaluation Process

4.19.1 After the Proposal Deadline the RFP Coordinator will open and review each Technical Proposal for a "Pass" or "Fail" evaluation based on compliance with each of the Mandatory Requirements detailed in Section A of RFP Attachment 3 and the following Proposal format and content requirements.

1. Received on or before the Proposal Deadline.
2. Eight copies submitted and packaged as required.
3. Formatted as required and does not exceed size or page number limits.
4. Contains no cost data, except as requested.
5. Proposer did not submit any voluntary alternate proposals.
6. Proposer did not submit multiple proposals in a different form.
7. Does not contain any restrictions of the rights of the Owner or other qualification of the proposal.

4.19.2 If the RFP Coordinator determines that a proposal may have failed to meet one or more of the "Pass or Fail" criteria or the Proposal format and content requirements, the Evaluation Team, described herein, will review that proposal and make its own determination, documented in writing, of whether (1) the proposal meets requirements for further evaluation or (2) the Owner will request clarifications or corrections to enable further evaluation or (3) the Owner will determine the proposal non-responsive to the RFP and reject it.

4.19.3 An Evaluation Team made up of three or more Owner employees will evaluate each Proposal. The Evaluation Team will utilize technical advisers as appropriate for their evaluation.

4.19.4 The Owner reserves the right to contact references provided by the Proposer and any other source available for reference information.

4.19.5 Each Evaluation Team member will independently evaluate and assign points for each Proposal in accordance with the established evaluation criteria and associated possible points for each.

4.19.6 The Owner reserves the right, at its sole discretion, to request Proposer clarification of submittals or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Owner. The subject Proposer shall put any resulting clarification in writing as may be required by the Owner.

4.19.7 The Owner reserves the right to receive an oral presentation from a Proposer. Oral presentation topics and the number of firms presenting are at the sole discretion of the Owner.

- 4.19.8 Using the scores from the Evaluation Team, the RFP Coordinator will develop scores for Technical Proposals in accordance with RFP Attachment.
- 4.19.10 After Technical Proposal evaluations are completed the RFP Coordinator will open the Cost Proposals and use RFP Attachment 5 to develop Cost Proposal scores.
- 4.19.11 If the Owner determines that a Cost Proposal is non-responsive and the proposal is rejected; the RFP Coordinator will make revisions to Technical Proposal scores.
- 4.19.12 The RFP Coordinator will use RFP Attachment 5 to develop Cost Proposal Scores.
- 4.19.13 The RFP Coordinator will add each Proposer's Technical Proposal Score to their Cost Proposal Score to develop the Total Score for each proposal and a ranking of all proposals in accordance with RFP Attachment 5.
- 4.19.14 The Owner reserves the right to request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Proposer prior to the final award of the contract. If the requested documents do not support the financial stability of the Proposer the Owner reserves the right to reject the proposal.

5. CONTRACT REQUIREMENTS AND PROCESS

5.1 Assignment and Subcontracting

- 5.1.1 The Proposer awarded a contract pursuant to this RFP shall not transfer or assign any portion of the contract without the Owner's prior, written approval.
- 5.1.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the Owner and with the Owner's prior, written approval.
- 5.1.3 At its sole discretion, the Owner reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 5.1.4 Notwithstanding the use of subcontractors, the Successful Proposer awarded a Contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

5.2 Right to Refuse Personnel

- 5.2.1 At its sole discretion, the Owner reserves the right to refuse any personnel of the CM/GC or a subcontractor for use in the performance of a contract pursuant to this RFP.

5.3 Insurance

- 5.31 Before entering into a contract the Owner will require the apparent successful Proposer to provide a Certificate of Insurance in accordance with RFP Attachment 1. Failure to provide such insurance certificate is a material breach and grounds for termination of contract negotiations.

5.4 Contract Award Process

- 5.4.1 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 State Building Commission. The Owner reserves the right to make an award recommendation without further discussion of any proposal.

- 5.4.2 Prior to the approval of the State Building Commission, the Owner will notify proposers of the apparent best-evaluated proposal and the opportunity to review proposal documents and an evaluation summary. Such notification shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.
- 5.4.3 The Owner reserves the right to add, delete, or modify terms and conditions or to revise pro-forma contract requirements at any time prior to date of contract execution as set forth in this RFP. No such modifications will materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.
- 5.4.4 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the Owner pursuant to this RFP within 14 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.
- 5.4.5 The RFP and the CM/GC selection processes do not obligate the Owner and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. 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 contractor's receipt of a fully signed contract.

5.6 Contract Payments

- 5.6.1 All contract payments shall be made in accordance with the contract's provisions for Payment Terms and Conditions as detailed in RFP Attachment 1. 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 of any type associated with the contract or responsible for any 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.

5.7 CM/GC Performance

- 5.7.1 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.

END OF REQUEST FOR PROPOSALS

RFP ATTACHMENT 1

For a Construction Manager/General Contractor for the
Energy and Environmental Science Research Building (Ellington)
UT Institute of Agriculture
SBC No. 540/001-04-2013

PRO-FORMA MASTER CONTRACT (MC)

**BETWEEN OWNER and
CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)**

UTFP Account No. J110005224

MASTER CONTRACT AGREEMENT

Made as of the _____ Day of _____ in the year of _____.

BETWEEN THE OWNER:

The University of Tennessee
5723 Middlebrook Pike, Suite 119
Knoxville, Tennessee 37996-0040

AND

THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR, HEREINAFTER "CM/GC":

<<CM/GC name>>

<<Address>>

Federal Taxpayer Identification Number: <<Number>>

Wherein the CM/GC is a <<form of business, e.g., corporation, individual, sole proprietor, corporation, partnership>> and the CM/GC's place of incorporation or organization is <<Name of State, e.g. Tennessee>>.

THE PROJECT:

Energy and Environmental Science Research Building (Ellington)
SBC No. 540/001-04-2013
Knoxville, Tennessee

THE DESIGNER:

Barber McMurry Architects, LLC
505 Market Street, Suite 300
Knoxville, TN 37902

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

A. SCOPE OF SERVICES

A.1 Scope

- A.1.1 The CM/GC shall provide the services as detailed in Master Contract (MC) Attachment 1.A, Scope of CM/GC Pre-Construction Phase Services AND, contingent upon the development, negotiation, and execution of a mutually acceptable agreement between the Owner and the CM/GC, as detailed in MC Attachment 1.C, Pro Forma Construction Services Agreement (CSA) between Owner and CM/GC and Contract Documents associated with the CSA including Standard Bidding and Construction Documents which are represented pro forma in MC Attachment 1.D. The deliverables from services detailed in MC Attachment 1.A shall provide the primary input and guidance for CSA development.
- A.1.2 Upon execution of a mutually acceptable CSA between the Owner and the CM/GC, the executed form of the CSA and subsequent Modifications shall replace the pro forma documents.
- A.1.3 The intent of the scope is to join together the CM/GC with the Owner and Designer on a team, governed by specific contracts, that is responsible for expeditious and economical progress of the Project consistent with the interests of the Owner.
- A.1.4 Services provided under this MC do not include professional design services of any type by the CM/GC.

B. CONTRACT TERM

B.1 Contract Term

- B.1.1 The Contract Term for this MC shall be for the period of pre-construction services as set forth below AND, contingent upon the negotiation and execution of a CSA, shall continue for the period of construction services required for the Work as defined and set forth in the executed CSA.

The period for pre-construction services shall commence on the date of execution of this MC and end on <<Date>>.

- B.1.2 The Owner shall have no obligation for services rendered by the CM/GC which are not performed within the specified period.

B.2 Contract Term Extension

- B.2.1 The Owner reserves the right to extend the period for pre-construction services for an additional period or periods of time.
- B.2.2 An extension of the term of this MC will be affected through an amendment to the MC. If the extension of the MC necessitates additional funding beyond that which was included in the original MC, the increase in Owner's maximum liability will also be affected through an amendment to the MC.

C. PAYMENT TERMS AND CONDITIONS

C.1 Lump Sum Fee Compensation for Pre-Construction Phase Services

C.1.1 Compensation by the Owner to the CM/GC under this MC for pre-construction phase services shall be a lump sum fee of the following amount.

<<Dollar amount of lump sum fee written in words>>

(\$<<Dollar amount of lump sum fee written in numbers>>)

C.1.2 This amount shall constitute the entire compensation due the CM/GC for pre-construction phase services and all of the CM/GC's obligations hereunder. This amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, travel, printing, shipping, and all other direct and indirect costs incurred or to be incurred by the CM/GC for pre-construction phase services regardless of the difficulty, hours worked, or materials or equipment required.

C.1.3 The pre-construction lump sum fee does not include the amounts that are to be covered under the CSA.

C.1.4 The pre-construction lump sum fee represents available funds for payment to the CM/GC and does not guarantee payment of any such funds to the CM/GC unless the CM/GC performs said work, in which case, the CM/GC shall be paid in accordance with Section C.3.

C.2 Liability Firm for Pre-Construction Services Lump Sum Fee

C.2.1 The lump sum fee liability of the Owner for pre-construction phase services under this MC is firm for the duration of the MC and is not subject to escalation for any reason unless amended.

C.3 Payment Methodology for Pre-Construction Phase Services

C.3.1 The CM/GC's compensation for pre-construction services shall be contingent upon progress in the completion of required services satisfactory to the Owner and in a total amount not to exceed the lump sum fee established herein.

C.3.2 Prior to any payment for pre-construction phase services the CM/GC shall submit an invoice in form and substance acceptable to the Owner and with all of the necessary supporting documentation, including the form entitled "Attestation" as described herein. Invoices shall state (a) CM/GC name, (b) invoice date and number, (c) project title and SBC Number, (d) the invoice period of service, (e) amount being invoiced for the invoice period, (f) prior cumulative amount invoiced, and (g) new cumulative amount invoiced.

C.3.3 The CM/GC's progress payment requests for pre-construction phase services shall be submitted in the form of a monthly invoice in an amount based on a pro-ration of the lump sum fee divided by the period of pre-construction services.

C.3.4 Final payment may be requested upon the completion of pre-construction services satisfactory to the Owner.

C.3.5 Payment to the Consultant for services shall be made within 45 days after being properly invoiced and payable in accordance with TCA Title 12, Chapter 4, Part 7.

C.4 Travel Compensation

C.4.1 For pre-construction phase services the CM/GC shall not be compensated or reimbursed for travel, meals, or lodging over and above the pre-construction phase services lump sum fee under this MC.

C.5 Payment of Invoices for Pre-Construction Phase Services

C.5.1 The payment of any invoice for pre-construction phase services by the Owner shall not prejudice the Owner's right to object to or question any invoice or matter in relation thereto. Such payment by the Owner shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6 Invoice Reductions for Pre-Construction Phase Services

C.6.1 The CM/GC's invoices for pre-construction phase services shall be subject to reduction for amounts included in any invoice or payment theretofore made which are deemed by the Owner not to be justifiable costs, and on the basis of audits where applicable, conducted in accordance with the terms of this MC, not to constitute proper remuneration for the services performed.

C.7 Deductions for Pre-Construction Phase Services

C.7.1 Regarding pre-construction phase services the Owner reserves the right to deduct from amounts which are or shall become due and payable to the CM/GC under this or any contract between the CM/GC and the Owner any amounts which are or shall become due and payable to the Owner by the CM/GC.

D. STANDARD TERMS AND CONDITIONS:

D.1 Required Approvals

D.1.1 Neither party is bound by this MC until it is approved by the Owner in accordance with applicable Tennessee State laws and regulations. This MC shall not be considered awarded prior to the CM/GC's receipt of a fully signed Contract.

D.2 Insurance for Pre-Construction Services

D.2.1 In regard to pre-construction phase services, the CM/GC shall furnish to the Owner a certificate of insurance, acceptable to the Owner, providing evidence of policies in no less than the following minimum limits and coverages. The certificate of insurance shall show the name of the insured, producer, carrier(s), coverages, the Owner as certificate holder. The CM/GC shall notify the Owner within 10 days in the event of change or renewal.

1. Workers' Compensation Insurance in the amount required by statute
2. General Liability Insurance in the amount of \$500,000.00
3. Automobile Liability Insurance in the amount of \$500,000.00

D.2.2 The CM/GC shall maintain such insurance for the duration of pre-construction services.

D.3 Modification and Amendment

- D.3.1 This MC may be modified only by a written amendment executed by all parties hereto and approved by the Owner in accordance with applicable Tennessee State laws and regulations.

D.4 Termination of Pre-Construction Phase Services

- D.4.1 The Owner may terminate the pre-construction phase services of this MC at any time upon 30 days notice in writing from the Owner to the CM/GC specifying the effective date of termination. In that event, all finished or unfinished documents and other materials shall, at the option of the Owner, become its property. If this MC is terminated by the 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 any pre-construction 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 any other damages whatsoever of any description or amount on account of pre-construction phase services. Notwithstanding the above, the CM/GC shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this MC by the CM/GC, and the Owner may withhold any 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.5 Subcontracting

- D.5.1 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.7, D.8, and D.9 of this MC.

D.6 Conflicts of Interest

- D.6.1 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 any work contemplated or performed relative to this MC.

D.7 Nondiscrimination

- D.7.1 No person on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee State constitutional or statutory law shall be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination in the performance of this MC or employment practices of the CM/GC or subcontractors.
- D.7.2 The CM/GC and its subcontractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to disability, age race, color, religion, sex, 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, transfer, layoff, or termination.

D.7.3 The CM/GC shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies.

D.8 Prohibition of Illegal Immigrants

D.8.1 The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this MC, a breach of which shall be grounds for monetary and other penalties, including termination of this MC.

D.8.2 The CM/GC by entering into this contract attests, certifies, warrants, and assures that the CM/GC shall not knowingly utilize the services of an illegal immigrant in the performance of this MC and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of any illegal immigrant in the performance of this MC. The CM/GC shall reaffirm this attestation, in writing, by submitting to the Owner with each invoice a completed and signed copy of the standard form provided by the Owner entitled "Attestation: Personnel Used in Contract Performance". Such attestations shall be maintained by the CM/GC and made available to State officials upon request.

D.8.3 Prior to the use of any Subcontractor in the performance of the MC, and semi-annually thereafter, during the period of this MC, the CM/GC shall obtain and retain a current written attestation that the Subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this MC and shall not knowingly utilize the services of any Subcontractor who will utilize the services of an illegal immigrant to perform work relative to this MC. Such attestations by Subcontractors shall be maintained by the CM/GC and made available to State officials upon request.

D.8.4 The CM/GC shall maintain records for all personnel used in the performance of this MC. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

D.8.5 The CM/GC understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law provides for the prohibition of a CM/GC from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a CM/GC is discovered to have knowingly used the services of illegal immigrants during the performance of this MC.

D.8.6 For purposes of this MC, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the MC.

D.9 Records

D.9.1 In regard to pre-construction phase services, the CM/GC shall maintain documentation for all charges against the Owner and all costs of delivery of services under this MC. The accounting records, Subcontract agreements, and documents of the CM/GC shall be maintained for a period of three full years from the date of final

payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

D.10 Monitoring

D.10.1 The CM/GC's activities conducted and records maintained pursuant to this MC shall be subject to monitoring and evaluation by the Owner, the Comptroller of the Treasury, or their duly appointed representatives.

D.11 Strict Performance

D.11.1 Failure by the Owner to insist on strict compliance with any provision of this MC by the CM/GC will not operate as a waiver of the right to require strict performance by the CM/GC of any term, covenant, condition or provision of this MC nor construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term or condition of this MC shall be held to be waived, modified, or deleted except by written amendment to this MC signed by the parties hereto.

D.12 Independent CM/GC

D.12.1 The parties hereto, in the performance of this MC, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this MC shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.13 Owner Liability

D.13.1 The Owner shall have no liability except as specifically provided in this MC and the executed form of MC Attachment 1.C.

D.14 Hold Harmless

D.14.1 With respect to pre-construction phase services only, the CM/GC agrees to indemnify and hold harmless the Owner as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of any acts, omissions, bad faith, negligence, or willful misconduct on the part of the CM/GC, its employees, or any person acting for or on its or their behalf during the pre-construction phase services. The CM/GC further agrees to: (a) reimburse the Owner for reasonable attorney fees incurred by the Owner in defending and such suit or claim; (b) give the Owner prompt notice of any such claim or suit; and (c) provide the Owner all reasonable assistance in defending such claim or suit.

D.14.2 The CM/GC agrees that it shall be liable for all costs, including reasonable attorney fees incurred by Owner to enforce the terms of this MC against the CM/GC or the obligations of the CM/GC under this MC.

D.15 State and Federal Compliance

D15.1 The CM/GC shall comply with all applicable State and Federal laws and regulations in the performance of this MC.

D.16 Governing Law

D16.1 This MC shall be governed by and construed in accordance with the laws of the State of Tennessee. The CM/GC agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this MC. The CM/GC acknowledges and agrees that any rights or claims against the Owner or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.17 Completeness

D17.1 This MC is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This MC supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral. With respect to the construction phase services, all terms and conditions of this MC shall, however, be subject and subordinate to the terms and conditions of MC Attachment 1.C in the form negotiated and executed by the parties.

D.18 Severability

D18.1 If any terms and conditions of this MC are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this MC are declared severable.

D.19 Headings

D19.1 Section headings of this MC are for reference purposes only and shall not be construed as part of this MC.

E. SPECIAL TERMS AND CONDITIONS:

E.1 Conflicting Terms and Conditions

E.1.1 Should any of these special terms and conditions conflict with any other terms and conditions of this MC, these special terms and conditions shall control.

E.2 MC Documents and Priority

E.2.1 The MC documents listed below form the contract and constitute the entire Agreement between the Owner and the CM/GC and are as fully part of the MC as if attached to this Agreement or repeated herein. Should any conflict arise within any of the requirements of these MC documents, the documents shall be interpreted in priority in the order shown.

1. MC Attachment 1.C, Pro Forma Construction Services Agreement (CSA) Between Owner and CM/GC for a GMP, and associated Contract Documents including Standard Bidding and Construction Documents which are represented pro forma

in MC Attachment 1.D or if said pro forma documents are executed the executed versions supersede the pro forma versions.

2. Addenda or amendments to the documents referenced in 3 and 4 below with priority for addenda or amendments the same as the document priority.
3. This MC.
4. MC Attachment 1.A.
5. MC Attachment 1.B.
6. The RFP.
7. The CM/GC's Proposal for services in response to the RFP.

E.3 Rights to Ideas and Technical Approach

- E.3.1 The Owner shall own all ideas, technical approaches and Consultant deliverables developed as a part of this MC.

E.4 CM/GC Developed Programs

- E.5.1 Upon completion or termination of this Contract, application programs and systems and other management systems developed and used by the Consultant 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.5 Patents or Copyrights

- E.6.1 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 any laws regarding patents or copyrights which may arise from the performance of the CM/GC under the MC. In any such action brought against the Owner, the CM/GC shall satisfy and indemnify the Owner for the amount of any final judgment against the Owner, or settlement entered into in good faith by the Owner for infringement.

E.6 Subject to Funds Availability

- E.6.1 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 work 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 any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.7 Communications and Contacts

- E.7.1 All instructions, notices, consents, demands, or other communications addressing decisions, commitments, or actions required or contemplated 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 at the appropriate email address

or postal address as set forth below or to such other party, email address, or postal address as may be hereafter specified by written notice.

The Owner:

John K. Sealy, Director
Division of Facilities Planning
University of Tennessee
5723 Middlebrook Pike, Suite 119
Knoxville, TN 37996-0040
jsealy@tennessee.edu

The CM/GC:

<<Name of individual authorized to obligate CM/GC>>
<<Firm name>>
<<Address line 1>>
<<Address line 2>>
<<Email address>>

- E.7.2 All such communications 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 the email is acknowledged by return email. Any such communication by email shall also be sent by United States mail on the same date of the email.

This Agreement entered into as of the day and year first written above as witnessed:

BY CONSTRUCTION MANAGER/GENERAL CONTRACTOR:

<<CM/GC FIRM NAME>>

Signature: _____

<<CM/GC Approving Official Name, Title>>

AND BY THE OWNER:

THE UNIVERSITY OF TENNESSEE

Signature: _____

Michelle L. Crowder, Interim Executive Director of Capital Projects

Approved as to Form and Legality

Signature: _____

C. Ryan Stinnett, Deputy General Counsel

BY The State:

Signature: _____

Ann McGauran, State Architect

END OF PRO FORMA MASTER CONTRACT AGREEMENT

MASTER CONTRACT (MC) ATTACHMENT 1.A

For a Construction Manager/General Contractor for the

Energy and Environmental Science Research Building (Ellington)

UT Institute of Agriculture

SBC No. 540/001-04-2013

SCOPE OF CM/GC PRE-CONSTRUCTION PHASE SERVICES

PROJECT DESCRIPTION

Constructed Facilities

The site for this new project is the current location of the Ellington Plant Science Building, built in 1966, which will be demolished. The new building will house teaching laboratories, research/public service labs, offices, new classrooms, and a 500 seat teaching and learning center with appropriate support facilities. Included will be a New Surge Building to accommodate adequate surge space. Also included will be renovation/expansion of existing other facilities to accommodate adequate surge space.

The project is further described by MC Attachment 1.B.

Project Budget

This project will be divided into two phases. Phase 1 Surge Building has an estimated MACC of \$4,200,000.00 and Phase 2 Main Building has an estimated MACC of \$66,465,000.00. The entire project allocation is based on the State's approval amount for the Maximum Allowable Construction Cost (MACC) of \$70,665,000.00. However, the Owner, with State Building Commission approval, at its sole discretion, may revise the MACC.

An estimated total budget for the existing building demolition, site work, and new buildings construction of \$67,300,000 will be established for the Guaranteed Maximum Price (GMP) Target for construction. Throughout the course of the Pre-Construction Phase, the GMP Target is subject to change at the Owner's sole discretion.

Project Target Schedule

Pre-construction services and construction services may "overlap".

Pre-construction services target duration is 21 months beginning March 2019.

Construction services target duration (to the contractual Substantial Completion) is 43 months beginning September 2019 and ending April 2023.

PRE-CONSTRUCTION PHASE SERVICES

The Construction Manager/General Contractor (CM/GC) shall provide pre-construction phase services for the project described above as required herein, including, but not limited to, development of a Guaranteed Maximum Price (GMP) for review by the Designer and the Owner. 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. Review Project Information and Develop Procedures

- 1.1 Meet with the Owner, the Designer, and any 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.
- 1.2 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.

2. Administer Meetings and Provide Key CM/GC Personnel Participation

- 2.1 Provide the designated key personnel and alternates who shall consistently attend and participate as construction management consultants in Owner scheduled meetings with the Owner and the Designer throughout the duration of pre-construction phase services. Such meetings shall be every two weeks at a minimum and more frequently as needed to support Project progress.
- 2.2 Provide the designated pre-construction phase services project manager to chair, administer, and facilitate such meetings.
- 2.3 Prepare and distribute an agenda prior to scheduled meetings to allow the Designer to arrange for appropriate attendees and information to be available at the meeting.
- 2.4 Record and distribute meeting notes to the Designer, Owner, and other attendees.

3. Provide Consultation

- 3.2 Advise the Owner and the Designer on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment. This will also, include exploring alternative non-traditional building systems that can accelerate the project schedule.

Provide recommendations on construction feasibility actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and 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 schematic designs.
- 3.3 Recommend to the Owner and Designer any opportunities to phase issuance of drawings and specifications to facilitate phasing or sequencing of demolition, site work, site utilities and building construction activities of each phase to improve economies, performance time, and responses to construction resource conditions.
- 3.4 Submit recommendations concurrently to the Owner and the Designer in writing.
- 3.5 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 review of design documents is solely in its capacity as a construction manager and general contractor, not as a design professional. The CM/GC is not responsible for design of the Project.

4. Prepare Schedules

- 4.1 Two types of schedule deliverables are required of the CM/GC in the pre-construction phase as described in the following sections, (1) the Project Pre-Construction Phase Schedule and (2) the Preliminary Project Construction Schedule. Prepare, maintain, and communicate these schedules 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 computer-based software that has proven compatibility or capability for Project construction scheduling. Monitor these schedules throughout the duration of the project and advise the Owner of any deficiencies in adhering to these schedules by any 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). Provide all schedule deliverables in written form.
- 4.2 In collaboration with the Designer and Owner, prepare and maintain a Project Pre-Construction Phase Schedule detailing the services and 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 7 days from the execution of the MC or on a date approved by the Owner, submit an initial version of the Project Pre-Construction Phase Schedule. This schedule and subsequent versions of this schedule is subject to approval by the Designer and the Owner.
- 4.3 Prepare and maintain an appropriately detailed computer-based Preliminary Project Construction Schedule indicating the schedule components listed below. Within 30 days from the execution of the MC or on a date approved by the Owner, submit to the Designer for review and to the Owner for approval an initial version of the Preliminary Project Construction Schedule.
- Proposed construction activity sequences and durations.
 - Milestone dates for receipt and approval of pertinent information.
 - Preparation and processing of shop drawings and samples,
 - Delivery of materials or equipment requiring long-lead-time procurement.
 - Staging and phasing strategy and schedule for (1) required pedestrian traffic control and (2) all utility outages.
 - Occupancy dates meeting the Owner's requirements and showing portions of the Project having occupancy priority.
 - Proposed date of Substantial Completion.

5. Review Construction Feasibility, Propose, and Analyze Construction Alternatives

- 5.1 Review the design documents during remaining pre-construction phase activities regarding construction feasibility. The purpose of the review is to identify Project features that will diminish construction feasibility or that may be altered to enhance construction feasibility. Such reviews shall result in CM/GC issuance of a Construction Feasibility Report after the Designer's submittal of design documents. The report shall be submitted within 10 calendar days of receipt of design documents or on a date approved by the Owner. For each issue identified provide the following in writing.

- A description of the construction issue with background information, including, as necessary, backup data from subcontractors and suppliers.
- A listing of design documents relevant to the issue.
- Detailed written recommendations addressing each issue.

5.2 Promptly, within 3 days at most, notify the Owner and Designer in writing upon recognizing any features in the design documents that appear to the CM/GC to be ambiguous, confusing, conflicting, or erroneous.

5.3 Develop and analyze proposals for alternative construction means, methods, and materials for review by the owner and designer. The goal of such proposals is to enhance opportunities for meeting the owner's project goals. For this project, the proposals may include but are not limited to proposals within the first 90 days of services for alternative building systems such as pre-fabricated units and paneled construction. The scope of services under section 6 and 7 shall be extended as necessary to develop, analyze, and revise such proposals.

6. Develop Project Construction Cost Model and Estimate

Reference the section entitled "GMP Definitions for CM/GC Services" at the end of this document.

6.1 Develop and communicate in writing to the Designer and Owner a Project Construction Cost Model and Estimate that shall be independent from any similar estimate of probable construction cost required of the Designer.

6.2 Each version of the Project Construction Cost Model and 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.

6.3 Each Project Construction Cost Model and Estimate will be reviewed by the Designer and the Owner for reasonableness and compatibility with the GMP Target. Make timely responses, within 7 calendar days at most, to the Designer's and Owner's requests for additional information or verification of data. The Owner, Designer, and the CM/GC will work together to resolve questions and differences that may occur between the Designer's estimate of probable construction cost and the Project Construction Cost Model and Estimate and to reach a mutually acceptable joint estimate of probable construction cost.

6.4 In the event that either of the CM/GC's Project Construction Cost Model and Estimate or the Designer's estimate of probable construction cost exceeds the GMP Target, the Owner may direct the CM/GC to continue to provide its pre-construction phase services 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, 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.
- 6.5 Within 30 days from the execution of the MC or on a date approved by the Owner, submit to the Designer for review and to the Owner for approval an initial version of the Project Construction Cost Model and Estimate. Updates shall be provided as needed but at a minimum 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). In the Construction Document portion of the pre-construction phase services the versions of the Project Cost Construction Model and Estimate shall identify the anticipated subcontract amount for each planned subcontractor bid package and other significant supporting information.

7. Provide Value Analysis

- 7.12 Provide value analysis information to the Designer to identify opportunities for cost reduction. Value analysis deliverables shall include a Value Improvements Report as described in the following section and, as required to assist the Designer in achieving an appropriate balance between initial costs, life cycle operating costs, aesthetics, and function.
- 7.2 Within the course of meetings referenced herein, arrange for at least one opportunity to discuss value improvement concepts with the Owner and Designer. From the results of the discussion develop a written report with cost studies and pro/con evaluations of the value improvement concepts and be prepared to present the report to the Designer and Owner. A final written Value Improvements Report shall be required of the CM/GC for value improvements concepts selected for implementation which shall include the details of the value improvements stated in dollars, time, or other appropriate measures.
- 7.3 The CM/GC's value analyses and related recommendations are not made in the capacity of a design professional evaluating the adequacy of the design or compliance of the design with applicable design standards or codes.

8. Review Construction Documents

- 8.1 Review the completed construction documents in progress which typically are essentially the same as those submitted for State Fire Marshal review. Recommendations shall be by written report, patterned after the formatting of the Designer's documents, submitted by the CM/GC to the Owner and Designer within 14 calendar days of receipt of the documents or on a date approved by the Owner. Notify the Designer and the Owner in writing upon recognizing any features in the construction documents which appear to the CM/GC to be ambiguous, confusing, conflicting or erroneous.
- 8.2 Provide a thorough subcontractor coordination review of the construction documents. Incorporate all comments into a written report submitted to the Owner and Designer.
- 8.3 All ambiguous, confusing, conflicting and/or erroneous features discovered in the construction documents by the CM/GC during the review process shall be promptly reported, within 3 days at most, in writing to the Owner and Designer for resolution.

9. Develop Subcontractor Qualification Requirements and Subcontractor List

- 9.1 For purposes of this RFP major equipment suppliers shall be deemed the same as subcontractors.
- 9.2 After soliciting input from the Designer and the Owner, establish Qualification Requirements for all subcontractors and submit such in writing for approval by the Designer and the Owner. Provide this deliverable at no later than the 75% completion status for construction documents as judged by the Designer.
- 9.3 Qualification Requirements for principal 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 AIA Document A305. The CM/GC may establish any Qualification Requirements that are not prohibited by law or by any specific and explicit terms of any written and published State Building Commission policies and procedures.
- 9.4 Seek to develop subcontractor interest in the Project and provide to the Owner and the Designer for review a written list of possible subcontractors for Project Construction including suppliers for specially designed materials or equipment 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 any subcontractor or supplier.

10. Conduct Subcontract Bidding

- 10.1 Subcontract bidding may occur in either the pre-construction phase or the construction phase dependent upon the schedules prepared by the CM/GC as described above. The CM/GC shall not enter into binding contracts with subcontractors until after negotiation and execution of a CSA which will be substantially the same as MC Attachment 1.C. The Owner may require that subcontract bidding occur in the pre-construction phase for a minimum percentage of the estimated total Subcontracts component of the GMP.
- 10.2 Prepare subcontractor bid packages required for completing Project Construction in accordance with the terms of the CSA and the Preliminary Project Construction Schedule and to encourage competitive bidding among subcontractors. Bid forms shall commit each bidder, if presented on the basis of their bid, to enter into and execute a contract with the CM/GC in accordance with the CSA. Submit example bid instructions and bid forms from the Designer and Owner review before issuance.
- 10.3 Publicly and competitively conduct bidding for the prepared subcontractor bid packages for all construction work, utilizing methods that thoroughly communicate the subcontractor requirements and the bidding and award process, and on a schedule, that allows for award and subcontractor work in accordance with the Project Construction Schedule. Conduct bidding in accordance with State Building Commission policies and procedures for bidding of Public Contracts.
 - A. Publicly advertise and make contacts to attract potential subcontractors and material suppliers and to encourage their interest in bidding on the work.
 - B. The process for making contacts shall include steps to encourage minority-owned business participation in bidding on the work.
 - C. Attempt to obtain a minimum of three qualified bids for each package of work.
 - D. All bids are required to be sealed, written, and submitted to a specific location at a specific time.

- E. Conduct one or more pre-bid meeting for subcontract bid packages. Notify the Owner and Designer of the time and place of each such meeting(s).
- F. Publicly open the bids and tabulate the bids received on each package.
- G. Determine the apparent low bidder for each package. Upon this determination, the CM/GC shall have the right to review all bid documentation from the apparent low bid subcontractor to verify the scope of the bid and the qualifications of the subcontractor to enable determination of the lowest verified bid from a qualified bidder.
- H. 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 fully satisfies all qualification requirements, then plan to award a contract for the bid package to the low bidder as a subcontractor to the CM/GC under the terms of an executed CSA.
- I. 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 compliance with all established Qualification Requirements, disqualify the bid with the approval of the Owner, which shall not be unreasonably withheld, and proceed to the next lowest bidder for review.
- J. The CM/GC may repeat the bidding for a subcontractor bid package only if (1) the initial bidding produces no responsible, responsive bid for that portion of the work, or (2) no responsible, responsive bidder for that portion of the work will execute the subcontract form included in the bid package without material alterations, and (3) the Owner approves of such a re-bid, which approval shall not be unreasonably withheld.
- K. If there are no bids or no acceptable bids, propose options for performance to the Designer and Owner which may include self-performance within the limits of the proposed or executed CSA and within the current budget for the bid package.

11. Provide a Guaranteed Maximum Price (GMP)

- 11.1 Not later than the date documented in the Project Pre-Construction Phase Schedule or, if no date is established, on a date approved by the Owner, submit a GMP Proposal in writing to the Owner. In the course of preparation of the GMP Proposal the CM/GC may request of the Owner and Designer clarifications of any unclear or conflicting requirements for the GMP. Include the following information with the GMP Proposal submittal.
- a. The amounts of the components of the GMP.
 - b. An up-to-date version of the Project Construction Cost Model and Estimate.
 - c. An up-to-date version of the Preliminary Project Construction Schedule including the date of Substantial Completion upon which the GMP is based.
 - d. A list of the documents within the Designer's GMP Pricing Documents Package and other documents including all addenda thereto which were used in preparation of the GMP Proposal and including the dates of issuance for each.
 - e. A listing of clarifications and exceptions affecting the GMP proposal.

- f. A confirmation or revision of the CM/GC's Technical Proposal information regarding key personnel who shall be assigned to the construction services phase of the Project.
- 11.2 Upon acceptance by the Owner of a GMP, the Owner will negotiate with the CM/GC toward the goal of executing a mutually acceptable CSA which will be substantially the same as MC Attachment 1.C.
- 12. Support Incomplete Project Design Activities**
- 12.1 If, upon execution of a CSA there are any CM/GC pre-construction phase services consistent with services described in this document that are required to support incomplete Project design activities (e.g. incomplete design work due to fast-tracking of construction), provide those services in accordance with details herein throughout the duration of those incomplete design activities.
- 11.5 Perform the work set forth in this Section without additional compensation over and above the lump sum fee for pre-construction compensation for pre-construction phase services detailed in the MC.

ADDITIONAL REQUIREMENTS AND DEFINITIONS FOR CM/GC SCOPE OF SERVICES

Non-Acceptance of the Proposed GMP and Termination

The Owner, at its sole discretion, may decline to proceed with the CM/GC's proposed GMP for the Project or Project phase(s) and thereupon, without penalty, the services for the Project or Project phase(s) shall terminate at the end of the pre-construction phase.

In any event, such termination shall likewise terminate all further services, except to finish pre-construction services, and obligations of the CM/GC for the Project or Project phase(s). The CM/GC shall accept the amount of the MC lump sum payment for pre-construction phase services as full and complete reimbursement of all costs and services performed by the CM/GC for pre-construction phase services, and shall not be entitled to any further amount for such services. Thereafter, the Owner shall have the right to continue its activities to place the Project or Project phase(s) under construction with no obligation or restriction regarding the CM/GC and with full ownership and use of any data and information developed during pre-construction phase services.

Termination under this Section is in addition to the termination provisions set forth elsewhere in the MC, including, but not limited to, those specified in a negotiated and executed CSA.

Ownership of Documents

All data information, material and all copies thereof developed by the CM/GC or in the CM/GC's possession or control, relating to the Project are the property of the Owner and shall be turned over to the Owner within fifteen calendar days after the Owner's request. However, the CM/GC may keep its own counterparts of executed agreements and one duplicate of its other data and documents for its own records but not for reuse.

GMP Definitions for CM/GC Services

The following GMP definitions shall apply to the CM/GC's pre-construction phase services AND to the CM/GC's construction phase services under a negotiated and executed CSA resulting from performance of the scope of services described herein.

The **GMP** amount is the sum total of the following component amounts which are further defined herein: (1) Subcontracts, (2) Self-Performed Work, (3) General Conditions (4) Project Related Cost, (5) CM/GC Contingency, and (6) CM/GC Construction Services Fixed Fee.

- (1) The Subcontracts amount is for CM/GC subcontractors required for the Project.
- (2) The Self-Performed Work amount is for identified construction work that the CM/GC, its subsidiaries, and or its associates, self-performs to assist with the coordination of subcontracts and to facilitate minor Project work. This amount is limited to not more than three percent of the Subcontracts amount unless specific written approval is given by the Owner to exceed three percent.
- (3) The General Conditions amount is for the sum of the following amounts proposed in the CM/GC's Cost Proposal with any revisions negotiated prior to acceptance of a GMP.
 - (a) General Conditions monthly costs for personnel and equipment of the quantity and type required to accomplish the services as defined by the RFP and the scope of the project for the entire duration of the of the Contract Time defined by the General Conditions and the GMP. Monthly costs include, but are not limited to, the following.
 - Personnel cost including Labor Burden. "Personnel" include, but is not limited to, the following.
 - Superintendent
 - Assistant Superintendent
 - Project Manager
 - Project Director
 - Project Engineer
 - Safety Director
 - Construction Documentation Manager / Coordinator
 - Clerk
 - Photographs
 - Layout Instruments
 - Temporary Office Trailer(s)
 - Storage Trailer(s)
 - Portable Toilets
 - Phones, Beepers, and Other Communication Devices
 - Safety Measures
 - Pick Up Truck(s)
 - Auto(s)
 - Fuel
 - Office Furniture and Equipment (e.g. copier, computer, fax, etc.)
 - Supplies and Expenses

- Employee Parking and Related Shuttle Service to Parking.

NOTE: CM/GC employee and subcontractor parking shall be paid for by the CM/GC and/or subcontractor by arrangement with campus parking services. CM/GC employee and subcontractor shuttle services from parking to job site is at the discretion of the CM/GC and included in the monthly general conditions costs.

- Temporary Construction Utilities

NOTE: In reference to monthly general conditions costs for Temporary Construction Utilities and the related Pro-Forma General Conditions Section 01 11 00 Summary, subsection 1.06, Cost Proposals shall be prepared on the following basis: (1) To the extent available, water and electric power required for construction activities will be provided to the CM/GC from the Owner's utility system at no cost for consumption. (2) The CM/GC shall furnish and install all temporary piping and wiring that may be required for the use of water and electric power, for construction purposes, and, upon completion of work, remove all temporary piping and wiring.

- Other Monthly Cost items identified in the Cost Proposal by Proposer.

(b) General Conditions **lump sum costs** of the quantity and type required to accomplish the services as defined by the RFP and the scope of the project. Lump sum costs include, but are not limited to, the following.

- Liability Insurance as required by the Pro Forma General Conditions
- Builder's Risk Insurance as required by the Pro Forma General Conditions.
- Gross Receipt for the project.
- Contract Bond
- Signage
- Temporary Construction Items
- Miscellaneous CM/GC Printing
- Other Lump Sum Cost items identified in the Cost Proposal by Proposer.

(4) The Project Related Cost is the amount for services defined by the Owner and negotiated with the CM/GC. Examples of defined services include those for CM/GC management oversight of miscellaneous and minor work where it is advantageous to the Owner to hold the contracts for suppliers or subcontractors.

(5) The CM/GC Contingency amount is the maximum amount available to the CM/GC for costs which are

- (a) incurred as a result of causes meeting at least one of the three criteria below, and
- (b) not included in other components of the GMP, and

(c) established and allocated as detailed herein.

CRITERIA:

- (C1) Costs resulting from the Construction Documents not being complete at the time the initial GMP is established
- (C2) Costs resulting from scope gaps between Subcontractors
- (C3) Costs resulting from unforeseen field conditions, circumstances, or occurrences which a prudent CM/GC would not have reasonably detected or anticipated during the discharge of the CM/GC's pre-construction duties

Such costs shall not be defined as a Modification and shall not result in any change in the GMP.

No predetermined lump sum or percentage for the CM/GC Contingency shall be agreed upon prior to the submittal of the GMP and the Owner will retain the right to specifically request revisions to the CM/GC Contingency amount prior to the Owner's acceptance and approval of the GMP. (The Owner's evaluation of the CM/GC Contingency may include a review of both the lump sum amount and the amount as a percentage of the components described above.)

All CM/GC Contingency allocations made in accordance with criteria's C1 – C3 require advance notice in the form of a letter or email from the CM/GC to the Owner and Designer and prior approval from the Designer is required in the form of a letter or email which states the Owner's approval. All advance notices shall provide an estimate of the allocation amount and the basis for estimate.

Each month throughout the duration of the project the CM/GC shall provide an up-to-date accounting of all previous allocations including the cumulative allocated amount and the remaining unallocated amounts.

The CM/GC shall fully document changes in the Project documents related to allocation of CM/GC Contingency on its copy of the construction documents that will be used as a part of the record documents.

Cost overruns in excess of the amount of the CM/GC Contingency will be borne by the CM/GC under the existing GMP, unless the GMP is adjusted pursuant to the terms of the Owner-CM/GC CSA-GMP.

The amount of CM/GC Contingency remaining at project close-out shall be deducted from the Contract Sum by a Modification.

- (6) The CM/GC Construction Services Fixed Fee is the amount for the following costs. The fee is established by the CM/GC's Cost Proposal for the fee, stated as a percentage of the sum of all other GMP components. As a component of the GMP in the CSA, the fee is a fixed lump sum amount which is established by applying the proposed percentage to the sum of all other original GMP component amounts. The fee shall not change under any Modification unless specifically authorized by the Owner and at the Owner's sole discretion.

- (a) General company overhead and profit
- (b) Personnel not directly assigned to the Project such as accountants, clerks, secretaries and personnel other than those listed under general conditions (whether on site or in the office)

- (c) Company officers and other personnel with supervisory status not listed under General Conditions
- (d) The cost of main office equipment and related supplies, maintenance and service not located on site.

The **GMP Target** is the maximum amount established by the Owner that is available for Project construction. ("Bid Target" is a similar term which refers to the maximum amount established by the Owner that is available for Project Construction in a construction contracting process utilizing competitive bidding by general contractors.)

The **Reserve Fund** is the amount that (1) is established under the condition of the total awarded amount for all subcontracts being less than the amount of the Subcontracts component of the GMP, (2) is limited to the difference between those two amounts, (3) is further limited to a maximum of ten per cent of the Subcontracts amount, and (4) is a supplement to the CM/GC Contingency if the CM/GC Contingency has been fully expended and prior written approval of the Owner has been provided, which shall not be unreasonably withheld. The CM/GC may be authorized to use or allocate the Reserve Fund for other purposes appropriate to the Project and to the CSA with the prior written approval of the Owner. If the Subcontracts component of the GMP is more than ten per cent greater than the total awarded amount for all subcontracts, the amount over ten per cent shall be deducted from the GMP by Modification of the CSA.

END OF SCOPE OF CM/GC PRE-CONSTRUCTION PHASE SERVICES

MASTER CONTRACT (MC) ATTACHMENT 1.B

For a Construction Manager/General Contractor for the
Energy and Environmental Science Research Building (Ellington)
UT Institute of Agriculture
SBC No. 540/001-04-2013

PROJECT INFORMATION

The site for this new project is the current location of the Ellington Plant Science Building (1966) which will be demolished. The new building will house teaching laboratories, research/public service labs, offices, new classrooms, and a 500 seat teaching and learning center with appropriate support facilities. Included will be a new Surge Building to accommodate adequate surge space.

The site identified for this new building is the current location of the Ellington Science Building and Hollingsworth Auditorium located on Chapman Drive near the intersection of Chapman and Joe Johnson Drive. The Energy and Environmental Science Education Research Center will be new construction totaling approximately 157,000 gross sf, as well as a 20,000 gsf of surge building to be located on the current site of the Plant Sciences Annex B building. This facility will house teaching laboratories, research and public service labs, offices and new classrooms for the UT Institute of Agriculture. The total project budget for the new Center and surge building totals \$84,000,000.00.

Programming Documents completed Lord Aeck Sargent and issued July 20, 2018 are available for review.

The following should be noted from the programming document:

Section 109 Conceptual Project Budget

Budget Numbers as shown in the Program Document were provided to the Owner for budgetary review only. Disclosed SBC Budget is as listed in this RFQ and will prevail over any budget numbers shown in the program.

MASTER CONTRACT (MC) ATTACHMENT 1.C

For a Construction Manager/General Contractor for the
Energy and Environmental Science Research Building (Ellington)
UT Institute of Agriculture
SBC No. 540/001-04-2013

PRO FORMA CONSTRUCTION SERVICES AGREEMENT (CSA)

BETWEEN OWNER and
CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)

Where the Basis of Payment is a
GUARANTEED MAXIMUM PRICE (GMP)

AGREEMENT

Made as of the <<Number, e.g. "2nd>> day of <<Month>> in the year of <<Year Number in Words>>.

BETWEEN THE OWNER:

The University of Tennessee
5723 Middlebrook Pike, Suite 119
Knoxville, Tennessee 37996-0040

AND

THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR, HEREINAFTER "CM/GC":

<<Contractor Name>>
<<Contractor Address>>
<<City, State Postal Code>>
Federal Taxpayer Identification Number: <<Contractor's Number>>

THE PROJECT:

Energy and Environmental Science Research Building (Ellington)
SBC No. 540/001-04-2013
Knoxville, Tennessee

THE DESIGNER:

Barber McMurry Architects LLC
505 Market Street, Suite300
Knoxville, TN 37902

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

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 (MC) with attachments for the Project between the Owner and the CM/GC dated <<DATE>> which detail the requirements and definitions regarding the GMP, the Reserve Fund, and Subcontract Bidding.
 - b. This Agreement.
 - c. The CM/GC Proposal for the Project dated <<DATE>>, to the extent that it does not contradict, nullify, or revise the provisions and requirements of the Project Manual as identified herein.
 - d. The Project Manual for the Project dated <<DATE>>, which includes, but is not limited to, (1) UT Division of Facilities Planning Standard Bidding and Construction Documents Divisions 00 and 01 including the General Conditions, (2) the Wage Rate Determination, and (3) the Specifications.
 - e. 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>>.
 - f. The portions of the following Addenda as apply to the above documents:
 - 1.
 - 2.

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

- 2.2 Liquidated Damages, as set forth in the Conditions of the Contract, are

ARTICLE 3

CONTRACT SUM

- 3.1 The Owner shall pay the CM/GC in current funds for the performance of the Work, subject to additions and deductions 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>> AND NO/100 DOLLARS
\$<<CONTRACT SUM IN NUMBERS>>**

- 3.2 The Guaranteed Maximum Price is determined as follows is determined as follows:

GMP COMPONENT	DOLLAR AMOUNT
Subcontracts	
Self-Performed Work	
General Conditions (Calculated using the monthly costs and lump sum costs in the CM/GC Proposal.)	
Project Related Cost	
CM/GC Contingency (Amount approved by Owner.)	
CM/GC Construction Services Fixed Fee (Calculated using the percentage provided in the CM/GC Proposal applied to the sum of all other components)	
Guaranteed Maximum Price (Sum of items above and constitutes the Contract Sum)	

3.3 The following Unit Prices will be used as specified:

This Agreement 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: The University of Tennessee

SIGNATURE: _____
Name: Michelle L. Crowder
Title: Interim Executive Director, Office of Capital Projects

APPROVED AS TO FORM AND LEGALITY:

SIGNATURE: _____
Name: C. Ryan Stinnett
Title: Deputy General Counsel

BY STATE ARCHITECT:

Signature: _____
Name: Ann McGauran
Title: State Architect

END OF AGREEMENT FORM for the Project titled:

Energy and Environmental Science Research Building (Ellington)
SBC No. 540/001-04-2013
Knoxville, Tennessee

END OF PRO FORMA CONSTRUCTION SERVICES AGREEMENT

MASTER CONTRACT (MC) ATTACHMENT 1.D

For a Construction Manager/General Contractor for the

Energy and Environmental Science Research Building (Ellington)

UT Institute of Agriculture

SBC No. 540/001-04-2013

PRO FORMA STANDARD BIDDING AND CONSTRUCTION DOCUMENTS

The documents listed below comprise MC Attachment 1.D and are found in Appendix 2 and 3 of the UT Designers' Manual which is on the following Web site:

<http://facilitiesplanning.tennessee.edu/>.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 30 00	Information Available to Bidders
00 45 21	Drug-Free Workplace Affidavit
00 61 13	Contract Bond
00 61 43	Three Year Roof Bond
00 72 13	General Conditions
00 72 13.2	Supplementary Conditions – High Risk Construction
00 73 45	Supplementary Conditions – Federal Wages

DIVISION 01 – GENERAL REQUIREMENTS

01 21 13	Allowances
01 21 15	List of Allowances
01 22 13	Unit Prices
01 22 15	List of Unit Prices
01 23 00	Alternates
01 25 13	Product Substitution Procedures
01 25 33	Product Substitution Request Form
01 26 00	Contract Modification Procedures
01 26 20	Weather Delays
01 26 25	Weather Delay Report
01 26 40	Form for Amendment, Change Order, or Directive
01 26 54	Form for Price Summary
01 26 55	Form for Price of Work
01 26 56	Form for Price of Time

01 29 54	UT Retainage Initiation
01 29 54.1	Reconciliation Form SDR-1
01 29 54.2	Application for Deposit of Retainage Form UT T-2
01 29 54.3	Request for Release of Securities Form UT T-5
01 29 73	Schedule of Values
01 29 76	UT Progress Payment Procedures
01 31 19	Project Meetings
01 31 90	UT Administrative Logs
01 31 93	Visitor Log
01 32 00	Construction Progress Documentation
01 41 15	Basic Regulatory Requirements
01 45 29	Testing Laboratory Services
01 50 00	Temporary Facilities Controls
01 57 23	Temporary Stormwater Pollution Control
01 60 00	Product Requirements
01 77 70	Closeout Procedures
01 78 01	Closeout Submittals
01 78 02	Closeout Submittals
01 78 25	Data Binder Receipt
01 78 88	Report of Subcontractors and Suppliers
01 79 21	Demonstration and Training
01 79 25	Demonstration and Training Verification
01 87 14	High Performance Building Requirements (HPBr)
01 91 13	Commissioning
01 91 23	Performance Testing Identification Form
01 91 26	Performance Testing Procedures Form
01 91 29	Functional Performance Test Certification

END OF PRO FORMA STANDARD BIDDING AND CONSTRUCTION DOCUMENTS

RFP ATTACHMENT 2

For a Construction Manager/General Contractor for the
Energy and Environmental Science Research Building (Ellington)
UT Institute of Agriculture
SBC No. 540/001-04-2013

CERTIFICATION STATEMENT

Proposer Legal Entity Name: _____

Proposer Federal Taxpayer Identification Number: _____

Proposer Tennessee Contractor License Information:

License Number: _____ License Classification applicable to project: _____

License expiration date: _____ License Limit: \$ _____

In regard to the project identified in the header above the Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

1. This proposal constitutes (a) a commitment to provide all services as defined in the RFP Pro Forma Master Contract (MC) and attached Scope of Services for the total contract period and (b) confirmation that the Proposer shall comply with all of the provisions in this Request for Proposal and shall accept all terms and conditions set out in the MC.
2. The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
3. The proposal submitted herewith in response to the subject RFP shall remain valid for at least 60 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
4. As applicable to this proposed MC, the Proposer shall comply with:
 - a. the laws of the State of Tennessee;
 - b. Title VI of the federal Civil Rights Act of 1964;
 - c. Title IX of the federal Education Amendments Act of 1972;
 - d. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
 - h. Iran Divestment Act - The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief the Contractor is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Contractor further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.
5. The Proposer shall provide proof of insurance in accordance with the requirements of the RFP.
6. The Proposer's status, as required by the State Building Commission Policy and Procedures, is:
(True or False) _____ The Bidder and/or any of the Bidder's employees, agents, independent contractors and/or proposed Subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.
(Yes or No) _____ The Bidder is a "Certified Diversity or Disadvantaged Business Enterprise," Women Owned, Minority Owned, or Small Business, per TCA. § 12-3-801-808. If "Yes", then indicate the applicable status and name the Certifying Agency below.
Status: _____ Certifying Agency: _____
7. The Proposer acknowledges receipt of Addendum: Addendum number and date: _____
Addendum number and date: _____ Addendum number and date: _____

SIGNATURE AND DATE: _____

Printed Name and Title: _____

END OF CERTIFICATION STATEMENT

RFP ATTACHMENT 3

For a Construction Manager/General Contractor for the
Energy and Environmental Science Research Building (Ellington)
UT Institute of Agriculture
SBC No. 540/001-04-2013

TECHNICAL PROPOSAL

SECTION A: MANDATORY REQUIREMENTS

PROPOSER NAME:

Proposal Page Number By Proposer	MANDATORY REQUIREMENTS	Evaluation By Owner
	A.1 Describe your firm's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and the name of the U.S. state in which it is established.	(Pass or Fail)
	A.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of your firm within the last five years, and if so, an explanation providing relevant details.	(Pass or Fail)
	A.3 Provide a statement that discloses any pending litigation against your firm; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair your firm's performance in a contract under this RFP.	(Pass or Fail)
	A.4 Provide a statement of whether, in the last ten years, your firm has filed (or had filed against it) any bankruptcy or insolvency proceeding , whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	(Pass or Fail)
	A.5 Identify your firm's contact person regarding the proposal with mailing address, telephone number, and e-mail address.	(Pass or Fail)
	A.6 Provide a statement of whether the Construction Manager, its consultants or any individual who shall perform work under this contract has a possible conflict of interest (e.g. employment by the State of Tennessee) and , if so, the nature of that conflict.	(Pass or Fail)

SECTION B: QUALIFICATIONS AND EXPERIENCE

PROPOSER NAME:

Proposal Page Number By Proposer	QUALIFICATIONS AND EXPERIENCE
	<p>B.1 Briefly state your firm’s credentials to deliver the required services. Include your firm’s license information, number of employees, type of client base, and location of offices. Include awards or honors earned from industry organizations and publications.</p>
	<p>B.2 List contracts with the Owner and the State of Tennessee including current contracts and contracts completed within the previous five years.</p>
	<p>B.3 List current projects on which your firm is presently committed, or will be committed, with client name, dollar amount, the start and completion dates, and the services being provided (e.g., Construction Manager, General Contractor, etc.).</p>
	<p>B.4 Provide summary information for each of no more than five projects of similar type, scope, and complexity that have been constructed within the past 10 years or are being constructed by your firm and describe the services provided. Format information as shown after this section.</p>
	<p>B.5 List your firm’s management, supervisory, technical professional personnel, and consultants that will be assigned to the project and their time commitment in (a) the pre-construction phase and (b) the construction phase. Provide one page résumés of key personnel with title/position, education, professional license or registration, general employment history, and experience with this type of project. Key personnel shall include at a minimum the project manager(s), superintendent(s), and pre-construction phase cost estimator. Provide relevant references names with contact information (email and phone number) for the project manager(s). Identify the decision-maker for the CM/GC in each phase.</p> <p><i>NOTE: The Owner will apply the requirements of General Conditions Section 3.9.1 to the key personnel, requiring such personnel be designated in writing prior to CSA award and requiring that the Contractor shall not change personnel designated without consent of Owner.</i></p>
	<p>B.6 Provide a table identifying personnel named in B.5 that were assigned to projects named in B.4 and their job titles for that project.</p>
	<p>Technical Proposal Points (Maximum = 60)</p>

QUALIFICATIONS AND EXPERIENCE INFORMATION

Information and format required for Qualifications and Experience Criteria B.4.

PROPOSER NAME:

Project Information:

Project:	Construction Cost:
Client:	Sq. Ft New, Renov:
Location:	Start-Completion Dates:
CM/GC Contingency (if any), initial amount / amount returned:	
Commissioning Agent Used? (Yes/No):	Sustainability Criteria (if used):
Client Representative:	Contact Info (phone / email):
Architect:	Contact Info (phone / email):
Project Executive:	Superintendent:
Project Manager:	Other (optional):
Plumbing Sub:	Contact Info:
HVAC Sub:	Contact Info:
Electrical Sub:	Contact Info:
Masonry Sub:	Contact Info:
Roofing Sub:	Contact Info:

Summary of scope and services provided:

Summary should include:

- *Extent of Services provided*
- *Reference by an Owner representative*
- *Photographs*
- *Identify Key Project Components*
 - *Office*
 - *Classrooms / Lecture Halls*
 - *Laboratories*
 - *Flexible Laboratory Space*
 - *General Laboratory Space*
 - *Collaboration Spaces*
 - *Technology Integrated Spaces*
 - *Demolition*

SECTION C: TECHNICAL APPROACH

PROPOSER NAME:

Proposal Page Number By Proposer	TECHNICAL APPROACH
	<p>C.1 Approach: Provide a statement indicating how your firm will deliver the pre-construction and construction management services required by this RFP. Include a project organizational chart designating the lines of authority. Discuss the roles and decision-making authority of each person on your team and specific experience each has with pre-construction services, constructability issues, and value engineering.</p>
	<p>C.2 Pre-construction management methods: Describe the methods to be used for the following services for this project.</p> <ul style="list-style-type: none"> a. schedule development including information on how your company intends to meet the schedule provided in the facility program b. cost model development c. construction feasibility analysis d. value analysis e. subcontractor qualification process including information to be requested from potential subcontractors. d. subcontractor bonding requirements including if subguard insurance is used and if so, include the typical percentage of cost.
	<p>C.3 Construction management methods: Describe the methods to be used for the following services for this project.</p> <ul style="list-style-type: none"> a. tracking and reporting construction scope, schedule, and accounting information including contingency amount reporting. b. quality control program for construction. c. safety program for construction. d. construction documentation including use of BIM or other technology for documents provided to the owner.
	<p>C.4 Describe your firm’s experience with implementing criteria for sustainable design and construction such as State of Tennessee Sustainable Design Guidelines, Tennessee High Performance Building Requirements, LEED, Green Globes, or Energy Star.</p>
	<p>C.5 Describe your firm’s diversity participation as follows:</p> <ul style="list-style-type: none"> 1) A description of the Proposer’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises. 2) A listing of the Proposer’s current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises. 3) An estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP. 4) The percent of the Proposer’s current employees listed by gender, noting ethnicity and disability.
	<p>Section C Total Score (Maximum = 40 points)</p>

END OF TECHNICAL PROPOSAL

RFP ATTACHMENT 4

For a Construction Manager/General Contractor for the
Energy and Environmental Science Research Building (Ellington)
UT Institute of Agriculture
SBC No. 540/001-04-2013

COST PROPOSAL

PROPOSER NAME:

GENERAL:

1. Reference Pro Forma Master Contract (MC) and MC Attachments 1.A through 1.D, including term definitions.
2. All cost figures shall be rounded to whole dollars or to hundredths of a percent (e.g., 0.01%).
3. Complete all sections, provide authorizing signature, and date.

SECTION A: PRE-CONSTRUCTION SERVICES LUMP SUM FEE

Provide the proposed total lump sum fee for delivery of the Pre-Construction Phase Services for the Project. This fee shall not include costs of printing the Designer's design/construction documents, geotechnical investigations, or property surveys during the pre-construction phase. This fee shall not be included in any Construction Services Agreement. This fee may be negotiated prior to execution of the MC.

Pre-construction Phase Services Lump Sum Fee	\$
---	-----------

SECTION B: CONSTRUCTION SERVICES FIXED FEE

Provide the proposed percentage of the sum of all other GMP components that will be utilized to establish the CM/GC Construction Services Fixed Fee.

CM/GC Construction Services Fixed Fee as a Percent of All Other GMP Components	%
---	----------

SECTION C: GENERAL CONDITIONS MONTHLY RATE

Provide the proposed General Conditions Total Monthly Costs as described below for the construction scope and the construction services target duration identified in the RFP, shown below as a total monthly rate.

General Conditions Total <u>Monthly Costs</u> (shown as a total <u>monthly rate</u>)	\$
--	-----------

The proposed amount includes General Conditions monthly costs for personnel and equipment of the quantity and type required to accomplish the services as defined by the RFP and the scope of the project for the entire duration of the of the Contract Time defined by the Pro Forma General Conditions and the GMP. Monthly costs include, but are not limited to, the following.

- Personnel cost including Labor Burden. "Personnel" include, but is not limited to, the following.
 - Superintendent
 - Assistant Superintendent
 - Project Manager
 - Project Director
 - Project Engineer
 - Safety Director
 - Construction Documentation Manager/Coordinator
 - Clerk
- Photographs
- Layout Instruments
- Temporary Office Trailer(s)
- Storage Trailer(s)
- Portable Toilets
- Phones, Beepers, and Other Communication Devices
- Safety Measures
- Pick Up Truck(s)
- Auto(s)
- Fuel
- Office Furniture and Equipment (e.g. copier, computer, fax, etc.)
- Supplies and Expenses
- Employee Parking and Related Shuttle Service to Parking.

NOTE: CM/GC employee and subcontractor parking shall be paid for by the CM/GC and/or subcontractor by arrangement with campus parking services. CM/GC employee and subcontractor shuttle services from parking to job site is at the discretion of the CM/GC and included in the monthly general conditions costs.
- Temporary Construction Utilities

NOTE: In reference to monthly general conditions costs for Temporary Construction Utilities and the related Pro-Forma General Conditions Section 01 11 00 Summary, subsection 1.06, Cost Proposals shall be prepared on the following basis: (1) To the extent available, water and electric power required for construction activities will be provided to the CM/GC from the Owner's utility system at no cost for consumption. (2) The CM/GC shall furnish and install all temporary piping and wiring that may be required for the use of water and electric power, for construction purposes, and, upon completion of work, remove all temporary piping and wiring.
- Other Monthly Cost items identified by Proposer:
- Identified Items: _____
- Identified Items: _____

SECTION D: GENERAL CONDITIONS LUMP SUM COSTS

Provide the proposed General Conditions Total of Lump Sum Costs as described below for the construction scope and the construction services target duration identified in the RFP, shown below as a total of lump sum costs.

General Conditions Total <u>Lump Sum Costs</u>	\$
---	-----------

The proposed amount includes General Conditions lump sum costs of the quantity and type required to accomplish the services as defined by the RFP and the scope of the project for the entire duration of the Contract Time defined by the Pro Forma General Conditions and the GMP. Lump sum costs include, but are not limited to, the following.

- Liability Insurance as required by the Pro Forma General Conditions
- Builder's Risk Insurance as required by the Pro Forma General Conditions.
- Gross Receipt for the project.
- Contract Bond
- Signage
- Temporary Construction Items
- Miscellaneous CM/GC Printing
- Other Lump Sum Cost items identified by Proposer.

Identified Items: _____

Identified Items: _____

--

PROPOSER'S AUTHORIZATION OF COST PROPOSAL

The signatory must be an individual or a company officer empowered to contractually bind the Proposer. This Cost Proposal and the submitted associated Technical Proposal shall remain valid for at least 60 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Owner. All monetary amounts are United States currency.

Signature and Date _____

CM/GC Approving
Official Name and Title:

END OF COST PROPOSAL

RFP ATTACHMENT 5

For a Construction Manager/General Contractor for the
Energy and Environmental Science Research Building (Ellington)
 UT Institute of Agriculture
 SBC No. 540/001-04-2013

EVALUATION GUIDE

STEP 1: TECHNICAL PROPOSAL SCORE

- A. Determine Proposer's Technical Proposal Evaluation Amount as follows. The median score for all Evaluators is determined for both Section B and Section C and the Evaluation Amount is the sum of the two median scores for the Proposer.

	Technical Proposal						Technical Proposal						
	Section B, Qualif's & Experience						Section C, Technical Approach						
	Maximum of 60 Points						Maximum of 40 Points						
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Etc.	Section B Median	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Etc.	Section C Median	EVALUATION AMOUNT (B Median) plus (C Median)
Proposer A													
Proposer B													
Proposer C													
Etc.													

- B. Determine each Proposer's Technical Proposal Score by applying the following formula.

$$\frac{\text{The Proposer's Evaluation Amount}}{\text{The Highest Evaluation Amount of All Proposers}} \times 70 = \text{Technical Proposal Score}$$

STEP 2: COST PROPOSAL SCORE

A. Determine each Proposer's Evaluation Amount as follows.

1	The Proposer's Pre-construction Phase Services Lump Sum Fee:	\$
2	Multiply the Proposer's CM/GC Construction Services Fixed Fee of _____% by the GMP Target in the RFP:	\$
3	Multiply the Proposer's General Conditions Total Monthly Costs of \$ _____ by the Target Construction Months in the RFP:	\$
4	The Proposer's Total of General Conditions Lump Sum Costs:	\$
	Evaluation Amount (Total of 1, 2, 3, and 4)	\$

B. Determine each Proposer's Cost Proposal Score by applying the following formula.

$$\frac{\text{The Lowest Evaluation Amount of All Proposers}}{\text{The Proposer's Evaluation Amount}} \times 30 = \text{Cost Proposal Score}$$

STEP 3: TOTAL SCORE

Determine each Proposer's Total Score as follows.

Final Score			
Maximum of 100 Points			
	Technical Proposal Score (Max. = 70)	Cost Proposal Score (Max. = 30)	Technical Proposal Score + Cost Proposal Score = Final Score
Proposer A			
Proposer B			
Proposer C			
Etc.			

END OF EVALUATION GUIDE