The Richland-Lexington Riverbanks Park District ("District") requests the Request for Qualifications:

**CONSTRUCTION MANAGER AT RISK**

for the

Education Facilities

The delivery method will be **CM @ RISK** under the framework established in the AIA A133-2009 (Standard Form of Agreement Between Owner and Construction Manager as Constructor), and A201-2007 (General Conditions of the Contract for Construction), as may be amended or supplemented during contract negotiations with awardees. CM @ Risk requires collaboration of the owner, designers, and contractor to create and prepare the designs prior to the construction phase. Consultation of these forms is highly recommended prior to your decision whether to compete. This Project will be a world-class, specialized, and very highly visible component of the Zoo. Only the highest quality firms with the greatest strengths in collaboration, problem solving, and responsible performance should expect to be competitive in the selection of the contractor for this Project.

**KEY EVENTS / DATES**

1. Issuance¹ of Request for Qualifications: May 23, 2024
2. Mandatory Site Visit* May 30, 2024 10:00 AM
3. Deadline for questions:² June 4, 2024 5:00 PM
4. Qualifications Submittal Deadline June 18, 2024 10:00AM
5. Anticipated Date of Short-Listing or Interview Notice(s): Week of June 24

¹ This document and any addenda will be issued exclusively via the Owner's web page in electronic format as amendments to the end of the document at [https://www.riverbanks.org/procurement/](https://www.riverbanks.org/procurement/).

² Questions will be answered by Addendum TO THIS DOCUMENT as posted on the District web page at [https://www.riverbanks.org/procurement/](https://www.riverbanks.org/procurement/). Direct all questions in writing via e-mail to Noelle Kelley, Procurement Manager at nkelley@riverbanks.org. Please reference "Education Facilities" in the subject line so your question can be identified promptly.

*At the Project Meeting, representatives from the Owner will walk the proposed site of the Project with representatives from interested Contractors. General preliminary information on proposed scope and budget will be provided.
SUBMISSION REQUIREMENTS

Responses shall be submitted to:

Education Facilities – Construction Manager at Risk
Riverbanks Zoo and Garden
Attn: Noelle Kelley
400 Rivermont Drive
Columbia SC 29210
Phone: 803.602.0831

Submit four (4) paper copies and one (1) electronic copy of a submittal meeting the following requirements. Respondents shall refrain from direct or indirect communications promoting their qualifications for this Project to the District or any member of the Lexington-Richland Riverbanks Park Commission, other than through the formal submittal process established by this Request for Qualifications (RFQu). Failure to comply with submittal requirements may cause the submittal to be removed from further consideration.

Description of Education Facilities Project:

1. Description of Project:
   This project will include site development and a multi-classroom building with support areas for students, teachers, volunteers, and administrative personnel in a facility consisting of approximately 12,800 sq ft. There will also be exterior education areas and a path for connectivity to the zoo that ties into the gondola plaza.
2. Status of Design:  Design Development Phase (in progress)
3. Project Budget:  $7,000,000 (cost of construction including construction management fees)
4. Project Schedule*:
   - Issue notice to award contract: July 2024
   - Preconstruction August 15, 2024
   - Construction September 25, 2024
   - Open to Public June 20, 2025
5. Design Firm: Jumper Carter Sease Architects

Selection of Construction Manager at Risk:

The CMR for the Education Facilities will be selected through a three-step evaluation process.

Step 1 – Review of Qualifications
All proposals received will be reviewed by a CMR Evaluation Committee consisting of members of the Riverbanks Zoo and Garden staff and leadership. The evaluation committee will rank all proposals and decide whether interviews are necessary before selecting the top three firms whose bids will be opened based upon the following evaluation criteria:

- Completeness of the firm’s response to this Request for Qualifications.
- Firm’s experience and performance on comparable projects as a general contractor or construction manager at risk
Step 2 – Optional Interview Sessions
An exact time and location for the interview will be included with this information.

At the interview sessions, each construction management firm will be given the opportunity to further explain the firm’s approach to the project, and the firm’s ability to execute the work described in the RFQ, while concentrating on the interview evaluation criteria listed above. It shall also be a requirement at the presentation that the project executive, project manager(s), pre-construction coordinator/estimator(s), and superintendent(s) be present to explain to the evaluation committee their qualification and experience.

All costs incurred by the proposing firm(s) in preparing a response to the RFQ and the interview session are the sole responsibility of the submitting firm.

Step 3 – Cost Proposal

The Fee Proposals as defined in the Fee Calculation section of the IFB will remain in sealed opaque envelopes until selection of the top three qualified firms.

Based on submitted qualifications and/or interviews, the top three qualifying firms’ Fee Proposals will be opened and evaluated.

The Cost Proposal of the top-ranking firm will be used as a basis for negotiation of the terms of the GMP contract. If there is a tie in the Cost Proposals, the RFQ scores will be used to break the tie, and the firm with the highest RFQ score will begin negotiations.

Proposal Format:

All submittals shall be formatted for printing in an 8 ½” x 11” format. The “Information to be included in the submittals” shall be submitted in a clear and concise manner and organized and tabbed according to the general outline below. This will allow the CMR Evaluation Committee to quickly access pertinent information.

Submittal for Construction Management Services General Outline:
1. Letter of Interest (limit to 2 pages)
2. Project History (limit to 20 pages total including photos)
3. “Green Construction” background (limit to 1 page)
4. Staffing Proposal
5. MBE/DBE/WBE Cultivation Plan (limit to 1 page)
7. Cost Proposal

The submittal shall be a single document and hard copy of submittals shall use “double side” printing wherever possible (each side is considered one page).
Information to be included in proposal:

1. **Letter of Interest:**
   1.1. The letter of interest may contain any information outside of that requested in the RFQ that is deemed important or beneficial by the proposing firm.

2. **Project History:**
   2.1. *Experience as a Construction Manager at Risk or General Contractor:* Identify no more than 5 projects most similar in scope and/or cost to the Education Facilities project that you believe will be the most beneficial to you as a CMR for Riverbanks Zoo and Garden on this project. For each project provide the duration of construction, the final cost, and an owner reference who is familiar with your firm’s performance. Also note any of individuals named in your proposed project team that participated as members of the past history project list.

3. **“Green Construction” Background**
   3.1. This project will seek a LEED® or Green Globes® building certification, and Riverbanks Zoo and Garden is committed to making sustainability a priority in our business activities. Explain how your firm will contribute to this commitment and provide a short summary of your firm’s experience and familiarity with LEED® or Green Globes® certified buildings, and “Green” building techniques and how you will apply them to this project.

4. **Staffing Proposal:**
   4.1. Provide a statement describing your firms approach to staffing the Construction Management process for the Education Facilities. At a minimum, the statement of approach shall address the following:
      - Basis for staffing
      - Preconstruction staffing plan
      - Construction staffing plan
      - Project closeout staffing plan

   4.2. Provide a “Project Team” organizational chart for the pre-construction through public opening for the project showing all proposed project team members. Clearly identify the key project staff and their functions. The following proposed team members must be identified:
      4.2.1. Project Manager(s)
      4.2.2. Pre-construction coordinator/estimator(s)
      4.2.3. Field Superintendent(s)

   4.3. Provide background information and resumes for all identified team members

   4.4. Provide in spread sheet format the proposed monthly staffing levels for the duration of the CMR contract.

5. **MBE/DBE/WBE Cultivation Plan:**
   5.1. The owner is committed to cultivating MBE/DBE/WBE involvement in all aspects of owner’s operations. Explain how your firm will cultivate MBE/DBE/WBE participation in the construction of the Education Facilities.

6. **Evidence of Financial Responsibility**
   6.1. Provide a current audited financial statement.
Project Requirements/Scope of Services

Provide complete construction management services to effectively coordinate and manage the building process for Education Facilities as a member of a team that includes the owner, multiple architects, engineers, and consultants. The construction management services specifically include, but are not limited to the following items:

1. Provide all services as summarized in the “Allocation of Function Matrix” (Attachment B)

2. Project Costing – Preconstruction:
   2.1. For use in developing the GMP, the CMR shall collaborate with the Architect to establish the Project construction requirements including a project schedule and guaranteed maximum price (GMP).
   2.2. Value Engineering:
      2.2.1. Upon completion of all estimate above, if requested by owner, the CMR shall assist the architect and owner in developing “Value Engineering” alternatives to the design and develop cost saving estimates for each option.
   2.3. Bid Package Estimates

3. Cash Flow Preparation:
   3.1. The CMR shall prepare monthly cash flow statements for the project.

4. Project Scheduling:
   4.1. The CMR shall develop and maintain an updated overall Education Facilities schedule that includes all design/pre-construction, construction, close-out and owner turn-over activities.
   4.2. The project construction schedule shall include the owner’s occupancy requirements.
   4.3. Utilizing the construction project schedules provided by the Contractors, the CMR update the Project Construction Schedule(s) incorporating the activities of the Contractors on the project, including activity sequences and duration, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products.
   4.4. The CMR shall update and reissue the Project Construction Schedule(s) as required to show current conditions. If an update indicates that the previously approved Project Construction Schedule may not be met, the CMR shall recommend corrective action to the owner and architect(s)

5. Bidding Process:
   5.1. CMR shall be responsible for the entire bidding process including, but not limited to:
      5.1.1. Conducting pre-bid meetings
      5.1.2. Soliciting and receiving competitive bids for the Work to be performed by Contractors
      5.1.3. Evaluating the bids and recommending to Owner those bids which are most consistent with Owner’s objectives of cost, time and quality
      5.1.4. Conducting pre-award meetings
      5.1.5. Preparing and executing Construction Contracts for Contractors. All bidding documents shall be approved by the Owner prior to publication.

6. Surveying and Testing:
6.1. All surveying, materials testing, and soil boring services shall be bid out, contracted, and managed by the CMR, but paid by the owner.

7. **Contractor Payment Application Procedures:**
   7.1. The CMR shall develop and implement procedures to prepare, approve, and manage all applications for progress and final payments for Contractors based on the Contractor’s Certificates for Payment. Will use AIA form for payment and send to Architect and owner.
   7.2. The CMR shall submit with each Certificate for Payment a list of all contractors, subcontractors, sub-subcontractors and material suppliers that CMR knows has furnished labor or materials to the Project. CMR shall provide copies of lien waivers from each contractor, subcontractor, sub-subcontractor, or material supplier for all work for which the owner has already made payment.

8. **Contract Close-out:**
   At the completion of the Education Facilities, The CMR prepares and submits to owner the following historical data close-out documents:
   8.1. Shop Drawings: Submit to Owner 2 complete sets of all approved shop drawings that are organized using the CSI specification numbering system. Shop must be submitted to owner in 8½” x 11” format with references in the 8½” x 11” manual to full size drawings. All original submittals that are resubmitted must be included in the manuals but amended with the most current/approved submittal.
   8.2. CMR shall also research all equipment and materials that require keys or special tools to operate. From this research a log shall be developed for tracking each key or tool required for owner turnover.
   8.3. CMR shall research, track and review all required warranties and guarantees required and submit to owner, arranged in CSI specifications format, in 8½” x 11” format.
   8.4. CMR shall coordinate with contractor(s) the submission of all operations and maintenance literature and final equipment testing and start-ups. CMR shall research, log, and record all required O & M information and final equipment testing and start-ups and submit to owner. O & M information shall also be formatted with the CSI numbering system.

9. **Record Drawings:**
   9.1. The CMR shall maintain at the project site for the owner and contractors’ use, one updated record copy of all bidding documents and contract drawings and specifications incorporating all addenda, bulletins, change orders, and RFI’s marked currently to record changes made during construction. Updates do not include field changes unless they are indicated in one of the above referenced documents.

   Also, a complete set of approved shop drawings, product data, samples, and similar are required to be maintained at the jobsite.

10. **Guaranteed Maximum Price:**
    10.1. Guaranteed Maximum Price must be agreed upon by owner and CMR before any construction work is initiated.

11. **Insurance:**
    11.1. CMR to provide Insurance per Attachment “A”
12. **Staffing Selection / Staffing Changes**

12.1. If an identified CMR’s Project Team member must be replaced at any time during the duration of the Construction Management Services, the CMR must offer a minimum of 3 replacement candidates for the function to be reviewed and interviewed by the owner, and the owner has the right to refuse any or all candidates for the following functions:

12.1.1. Project Manager

12.1.2. Field Superintendent

13. **Coordination of Construction impacts on owner operations:**

13.1. During the course of design and construction, the CMR shall work with the owner to research, investigate, and identify the critical operational components that must be maintained during construction. Once identified, the CMR shall organize and implement plans and procedures to keep these components operational.

14. **CMR responsibilities regarding architect(s) and/or engineers:**

14.1. The CMR shall consult with owner and architect(s) regarding the construction documents and make recommendations regarding design details that adversely affect constructability, cost, or schedule(s).

14.2. The CMR shall transmit to Architect(s) requests for interpretation of the meaning and intent of the drawings and specifications, and assist in the resolution.

14.3. In collaboration with the Architect(s) the CMR shall establish and implement procedures for expediting the processing and review of shop drawings.

14.4. The CMR shall assist the Architect(s) in conducting all final inspections.

15. **CMR’s responsibilities during the warranty period.**

15.1. CMR shall be responsible for the coordination and execution of all warranty claims for each project for a period of one year from the established “substantial completion” date.

16. **CMR Billing Procedures:**

16.1. CMR shall submit to Owner and Architect a monthly statement showing in detail all monies paid out, costs accumulated or costs incurred on account of the cost of construction and contingency costs during the previous month, and the amount of the CMR’s Fee then due. Upon the request of Owner, the CMR shall provide evidence of all contingency costs.

16.2. CMR’s Fee shall be included in the monthly statement, and shall be billed in equal installments spread out from award of the construction management services contract to the final close out of the last project.

16.3. Payments shall be made within 30 days of receipt of invoice provide the billing is in order and is approved by the owner.

### Fee Calculation:

1. **Fee Proposal (to be submitted in an opaque envelope)**

1.1. Provide a Fee Proposal for Construction Management Services calculated as described below. The Fee Proposal shall be broken down as follows:

1.1.1. Lump Sum *Construction Management Fee*

1.1.2. Total *Construction Manager Contingency Costs* subject to cost limit per the following break-down:

1.1.2.1. Project staff
1.1.2.2. All other general conditions items subject to cost limit per Attachment “D”.
1.1.2.3. “Charge out unit rates” for all staff, and all identified “contingency costs subject to contingency cost limit” per Attachment “D”
1.1.3. Estimated total contingency costs not subject to cost limit.
   (see Attachment “E”).
1.1.4. Fee percentage to be used for “Adjustments in Fee” as defined in the in item 4 below

2. Construction Management Fee:
   2.1. Lump sum construction management fee shall be based on Construction Cost for Education Facilities of $7,000,000 plus or minus 8%

3. CMR Contingency Costs:
   3.1. The CMR’s “General Conditions” cost for the CMR shall be broken into to “Contingency costs subject to cost limit” which will be in part based upon the staffing plan as submitted with the CMR’s proposal, and contingency costs not subject to cost limit (estimated).
   3.1.1. See Attachment “C” for “Contingency Costs subject to contingency cost limit”
   3.1.2. See Attachment “D” for “Contingency Costs not subject to contingency cost limit”

4. Adjustments in Fee:
   4.1. The lump sum construction management fee will not be adjusted unless upon completion of the Education Facilities Construction Cost exceeds or is reduced by 8% which equates to one hundred thousand, dollars ($100,000.00), in which event the CMR’s fee will be adjusted on the bases of the fee percentage as stated in the fee proposal.
   4.2. Any unused portion of the “Contingency cost subject to contingency cost limit” shall be unbilled and considered owner savings.
   4.3. Adjustments to the contingency costs subject to cost limit will be by change order only.

Owner’s Responsibilities:
   1. The Owner shall retain and pay for an architect(s) and/or engineer(s) whose services, duties, and responsibilities are described in Attachment “B” – Allocation of Function Matrix.

Definitions of Terminology:
For use in preparing proposal, use the following as definitions of terms used within this Request for Qualifications
• Construction Cost – The Construction Cost shall include:
  o The cost of trade contracts managed under this agreement
  o The cost of CMR’s General Condition Items subject to contingency cost limit as identified in Attachment D
  o The estimated/actual cost of CMR’s General Conditions items not subject contingency cost limit as identified in Attachment E
  o The cost of CMR Fees,
  o Cost of any self-performed work
  o Construction Contingency of 7.5%
  o Inflation
Submission of Qualifications:

Submit four (4) printed copies and one (1) electronic copy on a USB flash drive of the qualifications prepared in accordance with all information and instructions contained herein. Submit Qualifications in an opaque, sealed package to:

Riverbanks Zoo and Garden
400 Rivermont Drive 29210
Attention: Noelle Kelley, Procurement Manager
Construction Manager at Risk Education Facilities
RFQu 2024-05-02

Qualifications for the Construction Management Services for Education Facilities will be received until: June 18, 2024 10:00 AM EST

Qualifications will be accepted only if received on or before the time stated.

Packages sent via express courier or the normal mail system is a risk. Mail is routed through several departments at the zoo before being delivered to the procurement department. If the qualification package is at the zoo, but not delivered to the procurement department at or before the stated time, the qualification package will not be considered. The zoo advises that qualification packages be hand delivered.

A qualification package is invalid if it has been deposited at the designated location after date and time advertised as date and time for receipt of qualification packages. The proposing firms shall assume full responsibility for timely delivery at the location designated for receipt of qualification package.

PROTEST RIGHTS

The District's Procurement Code provides: "Right to Protest. Any actual or prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with a solicitation, an award, or intended award of a contract or any decision of the Procurement Committee pursuant to Section 4-105, may protest. The protest shall be submitted in writing to the Procurement Committee setting forth the grounds and facts applicable thereto for the protest, within seven (7) calendar days of the date of the issuance of the solicitation, the notification of the award or intended award of a contract, or any decision of the Procurement Committee, as applicable. The rights and remedies granted in this article to a disappointed bidder, offeror, contractor or subcontractor are to the exclusion of all other rights and remedies of such disappointed bidder, offeror, contractor, or subcontractor against the District at common law or otherwise for the loss or potential loss of an award of a contract. The Procurement Committee may in its discretion hold a hearing with notice to all interested parties including the protestor and the apparent successful bidder whose award is being protested."

END OF REQUEST FOR QUALIFICATIONS
ATTACHMENT “A”
“INSURANCE REQUIREMENTS”

The amount and types of insurance required should commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards described below. Without limiting its liability under the contract agreement, the contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

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<th>Schedule</th>
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<tr>
<td>Workers’ Compensation</td>
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**COMPREHENSIVE GENERAL LIABILITY**
- Premises Operations: $1,000,000 (per occurrence)
- Single Limit
- Contractual Liability
- Independent Contractors
- Personal Injury
- Products - Completed Operations

**AUTOMOBILE LIABILITY**
- All Owned, Nonowner, and Hired: $600,000 Combined
  (per occurrence or tort claim liability, whichever is greater)

The contractor’s comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the District. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the District. The District, its officials, employees and volunteers are to be covered as insured’s as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured’s general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers. To accomplish this objective, the District shall be named as an additional insured under the contractor’s insurance as outlined above.
The contractor shall take out and maintain, during the life of this contract, the statutory Workers’ Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. 

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, and contingent or on another basis.

Each insurance required by the District shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage’s for subcontractors shall be subject to all the requirements stated herein.

All certificates and endorsements must be received and approved by the District within ten (10) days after notification of award.

The District, its officers and employees shall be named as an “additional insured” in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage the District may possess”.

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## ATTACHMENT “B”

“Allocation of Function Matrix”

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<th>CMR</th>
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### CONSTRUCTION DOCUMENTS PHASE

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<td>Construction Drawings</td>
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<td>Specifications (Div. 1-26)</td>
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<td>Cost Estimate(s)</td>
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<td>Owner-Supplied Data Coordination</td>
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<td>Document Checking/Coordination</td>
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<td>Special Bid Documents (Div. 0 &amp; 1)</td>
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### BIDDING OR NEGOTIATION PHASE

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<td>Prepare &amp; Package Construction Contract Agreements</td>
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<td>Develop &amp; Maintain Project Schedule</td>
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<td>Punch Lists and Inspections</td>
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<td>Equipment Start Up and Training</td>
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<td>Owner-Furnished Equipment</td>
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<td>Final Contract Accounting &amp; Close Out</td>
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<td>Record Drawings</td>
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</tr>
<tr>
<td>Bulletins</td>
<td>A</td>
<td>R</td>
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</tr>
<tr>
<td>Manage all Contractors Insurance &amp; W/C Requirements</td>
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</tr>
<tr>
<td>Monthly Cash Flows</td>
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<td>R</td>
</tr>
<tr>
<td>Obtain all Required Building Permits</td>
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</tr>
<tr>
<td>Building Permit Fees</td>
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</tr>
<tr>
<td>Bid, contract, and manage all Materials testing, Soil Testing &amp; Site Surveying</td>
<td>A</td>
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<td>R</td>
</tr>
<tr>
<td>Materials Soil Testing &amp; Site Surveying Cost</td>
<td>R</td>
<td></td>
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</tr>
<tr>
<td>Control Payment Application Approval &amp; Processing</td>
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<tr>
<td>Collect/Review/Manage Lien Waivers</td>
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</tbody>
</table>
Provide Charge-out Rates for the following items:

- Project staff
- Project offices-transportation, rental, removal
- Office furniture/equipment
- All “IT” equipment & Software (Computers, printers, scanners, software, copiers, etc.)
- Cartage charges-Construction Manager trucks to and from project site
- Construction Manager vehicles assigned to project site, including fuel and lubrication
- Two-way radios
- Project laborer (part time)
- Cell phone

No charge-out rates required with fee proposal for the following items:

- Miscellaneous tools and equipment for general conditions
- Inter-zoo transportation
- Travel, subsistence, lodging, transportation, and all other expenses necessary to fulfill all the requirements of this Request for Proposal
- Progress Photos
- Liability Insurance
- Project telephone system (usage charges paid by zoo)
- Office supplies
- Transit and levels
ATTACHMENT “D”
“CONGTINGENCY COST NOT SUBJECT TO CONTINGENCY COST LIMIT”

The following General Condition items are specifically excluded from the Contigency Cost Limit:

- Winter Conditions
- Dumpster charges
- Postage
- Document reproduction
- Building permit fees
- Temporary toilets
- Temporary water hookup
- Temporary fire protection
- Temporary barricades and warning lights
- Maintain temporary roads and traffic
- Ice and drinking water
- Temporary heating
- Temporary road construction
- Temporary security fencing
- Temporary parking lot construction
- Surveying
- Testing
- Soil Borings
- Legal notices/bid advertisements
- Final clean up
- Builders Risk Insurance
- Travel
- Temporary electric hook up and power
AGREEMENT made as of the ______ day of ______ in the year ______
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

and the Construction Manager:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

The Architect:
(Name, legal status, address, and other information)

The Owner and Construction Manager agree as follows.
**General Conditions of the Contract for Construction**

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

This document has important consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide Supplementary Conditions.

**TABLE OF ARTICLES**

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GENERAL PROVISIONS</td>
</tr>
<tr>
<td>2</td>
<td>OWNER</td>
</tr>
<tr>
<td>3</td>
<td>CONTRACTOR</td>
</tr>
<tr>
<td>4</td>
<td>ARCHITECT</td>
</tr>
<tr>
<td>5</td>
<td>SUBCONTRACTORS</td>
</tr>
<tr>
<td>6</td>
<td>CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</td>
</tr>
<tr>
<td>7</td>
<td>CHANGES IN THE WORK</td>
</tr>
<tr>
<td>8</td>
<td>TIME</td>
</tr>
<tr>
<td>9</td>
<td>PAYMENTS AND COMPLETION</td>
</tr>
<tr>
<td>10</td>
<td>PROTECTION OF PERSONS AND PROPERTY</td>
</tr>
<tr>
<td>11</td>
<td>INSURANCE AND BONDS</td>
</tr>
<tr>
<td>12</td>
<td>UNCOVERING AND CORRECTION OF WORK</td>
</tr>
<tr>
<td>13</td>
<td>MISCELLANEOUS PROVISIONS</td>
</tr>
<tr>
<td>14</td>
<td>TERMINATION OR SUSPENSION OF THE CONTRACT</td>
</tr>
<tr>
<td>15</td>
<td>CLAIMS AND DISPUTES</td>
</tr>
</tbody>
</table>