

Attachment B—Scope of CM/GC Services

Note: Attachment B and Exhibit A of Attachment C are the same document.

EXHIBIT A – SCOPE OF CM/GC SERVICES

ARTICLE 1 – BASIC PRECONSTRUCTION SERVICES

1.1 Project Management

A. Participate in Project Meetings

1. Participate in Project kick-off meeting. Be prepared to discuss CM/GC's team and organizations structure, assignments for responsibilities and Teams CM/GC's plan for implementation of Preconstruction Services.
2. Participate in periodic meetings with OWNER, Owner's Advisor, and ENGINEER (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur **monthly**.

- ##### **B. Provide administration of Agreement for CM/GC Preconstruction Services, including Applications for Payment, progress reporting, management of CM/GC staff, schedule for services, and deliverables.**

1.2 Review of Preliminary Design Documents

A. As a priority first task, review ENGINEER's Preliminary Design (30%) Documents.

1. Provide input and advice, according to the general requirements of Exhibit A Paragraph 1.3.D below, regarding the Preliminary Design Document's content concerning coordination of utilities work (both above-ground utilities and underground facilities), underground facilities procedure, and mitigation of utilities conflicts, for ENGINEER's use in the Final Design Phase of ENGINEER's services.
2. Recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages (fast tracking). Work collaboratively with the OPT to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.

1.3 Design-Related Preconstruction Services

- ##### **A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the budget, schedule, and quality of the completed Work.**
- ##### **B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and**

improvements, and the selection of materials, building systems, and equipment.

- C. Provide recommendations: on construction feasibility; regarding actions designed to minimize adverse effects of labor or material shortages; on time requirements for procurement, installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.
- D. Review in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents, and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:
 - 1. Ability to bid the Work:
 - a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.
 - b. Provide suggestions on Work Packages to improve biddability, however, ENGINEER will not subdivide work into Work Packages for specific trades.
 - c. Determine that specified products are readily available and notify ENGINEER if equal or substitute materials might be available.
 - 2. Constructability, including sequencing or coordination issues:
 - a. Adequacy of details for construction;
 - b. Potential conflicts during construction;
 - c. Feasibility of construction;
 - d. Construction sequencing;
 - e. Ability to coordinate among Subcontractors and Suppliers; and
 - f. Coordination between Contract Documents.
 - 3. Operability:
 - a. Ability to minimize disruptions to existing operations;
 - b. Ability to complete construction connections to existing facilities or utilities;
 - c. Modifications to facilitate initial start-up and/or performance testing; and

- d. Ability of OWNER to operate/maintain the facility when completed.
 - 4. Possible use of patented, licensed, or copyrighted products.
 - 5. Requirements for Subcontractor and equipment and materials procurement.
 - 6. Completeness, consistency, and clarity.
- E. Subsurface conditions and Underground Facilities
 - 1. Review information made available by OWNER.
 - a. Review information pertaining to subsurface or physical conditions at the Site. Inform Owner's Advisor of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions at the Site that CM/GC concludes would be beneficial if conducted prior to commencement of construction. See General Conditions Paragraph 5.03.E.
 - b. Review information pertaining to Underground Facilities. Collaborate with the ENGINEER to improve the accuracy and completeness of information regarding Underground Facilities that ENGINEER incorporates into Work Authorizations in accordance with General Conditions Paragraph 5.05.
 - 2. Owner's Advisor will issue a Work Authorization for any necessary potholing, exploratory excavations, or other field investigations related to Paragraph E if necessary.
- F. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner's Advisor to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.
- G. Provide review comments in writing using the processes or procedures prescribed by the Owner's Advisor. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.
- H. Report to Owner's Advisor and ENGINEER any elements of the design that appear to be in error or appear to require engineering review and possible resulting modification.
- I. The CM/GC is not responsible for design of the Project. The CM/GC does not control the project design or contents of the Contract Documents and does not assume responsibility or liability for the project design by performing these reviews. The CM/GC's review of the project design and Contract Documents and providing recommendations are only advisory to the OPT.

1.4 Construction Management Plan and Implementation

- A. Provide and implement a written Construction Management Plan that incorporates the following elements:
 - 1. CM/GC's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;
 - 2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;
 - 3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;
 - 4. Construction contract administration;
 - 5. Cost management;
 - 6. Time management;
 - 7. Quality management;
 - 8. Risk management;
 - 9. Safety management;
 - 10. Site management and environmental controls;
 - 11. Regulatory requirements and permits;
 - 12. Procurement Strategy Plan; and
 - 13. Start up and commissioning program.
- B. Work with the OPT to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft plan and submit for review and comment by the OPT. Respond to comments and incorporate changes suggested by review comments as appropriate.

1.5 Construction Contract Administration

- A. Work with the OPT to incorporate requirements of the General Conditions and General Requirements into administration of the Contract. Review the Owner's Construction Management Plan and suggest changes as appropriate.
- B. Communications
 - 1. Assist the Owner's Advisor with planning Project meetings, participate in these meetings and provide documentation as requested by the Owner's Advisor.

2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the OPT as appropriate.

1.6 Cost Management

- A. Within 30 days after receipt of design documents, provide a preliminary evaluation of the OWNER's program and budget requirements to determine that CM/GC will be able to construct the facilities described in that program within the OWNER's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the OPT. The result of this evaluation and review will be a Baseline Project Cost Model (PCM).
- B. The Baseline PCM and subsequent updates to the PCM shall be developed and maintained using industry standard cost estimating software throughout Phase 1 – Preconstruction.
- C. Work with Owner's Adviser to update the Project Cost Model with supporting data for review by the OPT at the following intervals:
 1. Completion of preliminary design documents by the ENGINEER and approval by the OWNER.
 2. Completion of design development documents by the ENGINEER and approval by the OWNER.
 3. At appropriate intervals agreed to by the OPT and CM/GC during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.
- D. The Baseline Project Cost Model shall identify all Project tasks and develop a preliminary work breakdown structure needed to complete the Project and estimate the costs, duration, and sequence of tasks to the Project Team. Include the following with Baseline Project Cost Model submission:
 1. Draft Site Logistics Plan
 2. Draft Construction Emergency Response Plan and Site Safety Plan
 3. Draft Quality Management Plan that ensures conformance to the contract documents
 4. Draft Environmental Management Plan detailing programs for a stormwater pollution prevention plan and handling other environmental issues (dust, on-site chemicals and fuel, etc.) if required to comply with permits and regulations applicable to the Project
- E. Assist Owner's Adviser in preparing an updated line-item Project Cost Model based on the CM/GC's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Project Cost Model is to include a line item for each anticipated Work Package, as well as line items for Construction Support

Costs, the CM/GC Fee, and CM/GC Contingency Allowances and other costs, if any, that will be incorporated into the GMP for the Project.

- F. Assess current construction market to determine risk associated with the Project Cost Model. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the OWNER, including the CM/GC's assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Project Cost Model. Work with the OPT to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.
- G. Notify the OWNER and the Owner's Advisor immediately if any updates to the Project Cost Model will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the OPT if cost projections exceed the Budget.
- H. Provide the Budget-related services set out in Paragraph 11.04 of the Agreement.
- I. The CM/GC's methods used to prepare PCM shall be coordinated with the methods used by the ENGINEER to prepare the Opinion of Probable Cost (OPC) so as to be able reconcile both the PCM and OPC at the key milestones described in Paragraph 1. 6 C. above. The CM/GC and the ENGINEER shall work reasonably with one another in this effort.

1.7 Time Management

- A. Provide a preliminary master schedule for the Contract. Incorporate the Owner's Advisor's preliminary schedule and the schedule for design into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.
- B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the OPT and CM/GC. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the OWNER's occupancy requirements.

- C. Make appropriate recommendations to the OWNER and Owner's Advisor if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.
- D. Revise the master schedule after the GMP is established.

1.8 Quality Management

- A. Prepare CM/GC's Quality Control Plan (CQCP) in accordance with the General Requirements.
 - 1. Describe the quality control organization and lines of authority. CQCP is to identify the quality control manager and other key individuals involved in CM/GC's quality control effort. Provide the services of a dedicated quality control manager unless Owner's Advisor determines that quality control manager may combine quality control duties with other responsibilities. If quality control manager is to serve in other capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.
 - 2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.
 - 3. Describe CM/GC's approach to managing quality during construction. Describe how CM/GC will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.
 - 4. Include a testing plan with details of tests to be provided. Designate the organization (OWNER, Owner's Advisor, CM/GC, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the OWNER.
 - 5. Describe CM/GC approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.
 - 6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.9 Risk Management

- A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.
- B. Identify additional information that will help with risk assessment.
- C. Provide recommendations for appropriate allocation of construction risks.
- D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.
- E. Review legal requirements for subcontractor and equipment procurement for risk impacts.
- F. Suggest procurement strategies to minimize risk.
- G. In conjunction with the OWNER's Initial Risk Register, develop and maintain a Project Risk Register during Phase 1 - Preconstruction.
- H. Lead monthly meetings with the OPT to update risks, mitigation activities, and potential cost and schedule impacts. Risk Register shall be used to inform and develop appropriate and Project-specific contingency values throughout – Phase 1 development.

1.10 Safety Management

- A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis.
- B. The Health and Safety Plan is to include at least the following information:
 - 1. Background information identifying the CM/GC, Project description, and location;
 - 2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;
 - 3. Role of safety representative (see General Conditions, Paragraph 7.16);
 - 4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;
 - 5. Objectives of the Health and Safety Plan;
 - 6. Administration and enforcement of the Health and Safety Plan;
 - 7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the OPT;
 - 8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;

9. Procedures for first aid and medical attention;
10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
11. Site access control requirements to prohibit unauthorized persons from entering the Site;
12. Orientation and training requirements for workers, visitors, and members of the OPT;
13. Hazard communications and awareness plan;
14. Required safety certifications for each type of work;
15. CM/GC's safety training program and effort to create and maintain a culture of safety;
16. CM/GC's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate OWNER's site safety requirements as appropriate.

1.11 Site Management and Environmental Controls

- A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:
 1. Office space for CM/GC, Subcontractors and if required by Contract, the OPT;
 2. Water, sanitation, electrical, internet, and other utilities for CM/GC's and OPT's operations at the Site;
 3. Storage facilities, parking, and construction equipment storage and maintenance;
 4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;
 5. Site security, site safety, and emergency responses;
 6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;

7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;
 8. Reference data and control points; and
 9. Cleaning during construction and containment and disposal of waste materials.
- B. Review plan with Owner's Advisor and OWNER to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.12 Regulatory Requirements and Permits

- A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.
- B. Incorporate the associated cost into the Cost of Work and inform the OWNER so these can be incorporated into the OWNER's Construction Budget, or the OWNER's Construction Budget may be adjusted as required.
- C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.13 Procurement Strategy Plan

- A. Provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.
- B. As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.
- C. Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the Owner's Advisor a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CM/GC's previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of OWNER to later

object to or reject any proposed Subcontractor or Supplier when bids are considered. CM/GC may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.

- D. Recommend to the OPT a schedule for procurement of long-lead time items required to meet the project schedule. Assist the OPT with the procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization.
- E. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.
- F. Advise the OWNER of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss opportunities for bringing the Project within budget with the OWNER and the Owner's Advisor, in consultation with the ENGINEER to assist with deciding on how to proceed.

ARTICLE 2 – ADDITIONAL PRECONSTRUCTION SERVICES

2.1 Value Engineering Studies

- A. Participate in Value Engineering reviews at the level appropriate for the projects at the completion of the first draft of the Final Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the OWNER or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.
- B. Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. Present selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project. Ideas that pass the technical and economic analysis, and merit incorporation into the design of the project, will be presented, in a draft report, as a proposal to the OPT for consideration. Incorporate responses of the OPT in the final report.
- C. Review and comment on deliverables which include draft and final value engineering recommendation reports.

2.2 Start Up and Commissioning Program

- A. Provide CM/GC's organizational structure for startup and commissioning. Identify the individuals from CM/GC, Subcontractors and Suppliers actively

involved in the process. Identify testing personnel required for startup, including independent testing agencies. Work with Owner's Advisor to develop a table of roles and responsibilities for CM/GC team and the OPT.

- B. Develop a written start up and commissioning program consistent with the requirements of the Contract Documents. Write the plan in a way that will allow specific details to be added or information updated as equipment and materials are purchased and delivered.
- C. Identify all systems to be included in the startup plan, each item of equipment involved with each system and the interface between each item of equipment and other operating equipment. Identify how each equipment component fits into operations of the completed facility.
- D. Identify control systems associated with operating the system or facility, and how each is used to start-up, operate, and shut down its associated system. Identify prerequisite conditions for startup and testing for each system and facility. Identify conditions which would merit termination of startup or testing procedures.
- E. Compile a list of all documents required for startup, including Contract Documents, Shop Drawings, operations and maintenance manuals, verification of warranty information, lists of spare parts and their location, and contact information for manufacturer's representatives to be included in startup readiness testing /verification and performance testing.
- F. Identify testing required for factory witness testing, startup readiness verification, equipment and performance testing, and functional and performance testing.
- G. Provide a preliminary schedule for startup and commissioning plans which can be updated as more detailed information is available. Incorporate this schedule in the master schedule and construction schedule for the Project.

2.3 Surveys and Drawings

- A. Provide field surveying required for the preparation of designs and drawings.
- B. Provide Geographic Information System (GIS) mapping services or assistance with these services.
- C. Prepare property, boundary, and right-of-way surveys; prepare easement and deed descriptions; conduct related title searches and examination of deed records.

2.4 Regulatory Agencies

- A. Assist OPT in preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.

- B. Support the OPT in meeting and coordinating with Division of Environmental Quality, Salt Lake County Flood Control, Salt Lake City Public Utilities, City of Cottonwood Heights, and any other governing or regulatory agencies.

2.5 Additional Inspections and Quality Management

- A. Provide shop, mill, or laboratory inspections of materials and equipment, or field inspections of materials and equipment other than as required as Basic Services.
- B. Unscheduled Post-Completion Inspections as required.

2.6 Studies, Reports, and Investigations

- A. Provide geotechnical investigations, studies, and reports.

2.7 Additional Copies of Documents

- A. Furnish additional sets of printed documents created by the CM/GC.

ARTICLE 3 – BASIC PROCUREMENT SERVICES

3.1 Project Management

- A. Participate in Project Meetings
 1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CM/GC's team and organization structure for Procurement Services, assignments of responsibilities, and CM/GC's plan for implementation of Procurement Services.
 2. Participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement. It is anticipated that these progress meetings will occur **weekly** at times when procurement activities for Work Packages are underway.
- B. Provide administration of Agreement for CM/GC Procurement Services, including Applications for Payment, progress reporting, management of CM/GC staff, schedule for services, and deliverables.

3.2 Assembling Work Packages

- A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

3.3 Advertise for Bids

- A. Publicly advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations.

- B. Maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. Provide updates of the planholders as required by the Owner's Advisor.
- C. Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.

3.4 Pre-Bid Conferences

- A. Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:
 - 1. Bid opportunities for Work Packages;
 - 2. Special requirements of the Contract Documents;
 - 3. Prevailing wage requirements;
 - 4. Equal employment opportunity requirements; and
 - 5. Diverse Business Enterprise requirements, if any.
- B. Obtain responses from the Owner's Advisor, in consultation with the ENGINEER, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner's Advisor and ENGINEER in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner's Advisor in consultation with the ENGINEER to incorporate responses to questions raised during or as a result of the pre-bid conference.

3.5 Addenda

- A. Receive draft Addenda prepared by the Owner's Advisor in consultation with the ENGINEER. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner's Advisor and ENGINEER. By conducting such reviews and providing comments, CM/GC does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.
- B. Distribute Addenda regarding any changes in the bid process or Contract Documents to all planholders. Require verification from planholders that Addenda have been received.

3.6 Opening Bids

- A. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders.
- B. Where allowed by state Laws and Regulations, the CM/GC may be able to self-perform portions of the Work. Require sealed bids for all Work Packages which the CM/GC proposes to perform with its own resources. The CM/GC

must submit a sealed bid for any such Work Package to be opened at the same time and in the same manner that other bids for this Work are to be opened. The CM/GC will be allowed to self-perform that Work for which the CM/GC's bid demonstrates that it will provide the best value in terms of cost, schedule, and quality of Work.

- C. Review all bids submitted in the presence of the OWNER and the Owner's Advisor in a way that does not disclose the contents of the bid during the selection process to any entity other than the OPT and CM/GC.
- D. Compare bids received to the line-item budget prepared for the Project prior to the opening of bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. Discuss each bid received with the OPT and recommend which bid received will provide best value for the OWNER.
- E. Evaluate any substitutions or alternate bids offered by bidders. Owner's Advisor, in consultation with the ENGINEER, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The OWNER, in consultation with the Owner's Advisor and ENGINEER, will determine if the substitution or alternate is acceptable.
- F. The OWNER will adjust the Guaranteed Maximum Price (GMP) if the OWNER requires the CM/GC to contract with a Subcontractor or Supplier different from the entity submitting the bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.
- G. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, OWNER may direct the CM/GC to obtain competitive bids for this Work if the cost proposed by the CM/GC or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CM/GC will not be required to advertise this Work as required in Paragraph 1.02.
- H. Make all bids public after the award of contracts or not later than 7 days after the date of the final selection of bids or proposals.
- I. OWNER will approve all bids, work packages and sub-work packages and will utilize best-value selection.

ARTICLE 4 – ADDITIONAL PROCUREMENT SERVICES

4.1 Additional Work Packages

- A. Providing additional effort to procure Work Packages in addition to the number of Work Packages stipulated in Paragraph 3.2.

EXHIBIT B – BASIS OF COMPENSATION

Table 1—Estimated Contract Price

Item	Item Title	Calculation	Comment
1	Compensation for CM/GC Services	= Table 2, R 7	Transfers amount for Total Cost for CM/GC Services from Table 2—Compensation for CM/GC Services.
2	Total Construction Support Costs	[Enter Amount, if any]	Part of cost of work.
3	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by CM/GC. This number is used to determine an estimated Guaranteed Maximum Price (GMP) which is included in calculating an estimated Contract Price.
4	CM/GC Fee Percentage	[Enter %]	Enter the proposed or negotiated CM/GC Fee Percentage.
5	CM/GC Fee	(5 x 6)	Worksheet calculates the amount of the CM/GC Fee by multiplying the Estimated Cost of the Work times the CM/GC Fee Percentage. This is the amount of CM/GC Fee based on Estimated Cost of the Work. Fee is earned as a percentage of the actual cost on approved Work Authorizations.
6	Cost of the Work with CM/GC Fee	(3 + 5)	the Cost of the Work with CM/GC Fee by adding the Estimated Cost of the Work to the CM/GC Fee.
7	CM/GC Contingency Allowance	[Enter Amount]	CM/GC Contingency Allowance by multiplying the CM/GC Contingency Allowance Percentage times the Estimated Cost of the Work.
8	Estimated Guaranteed Maximum Price	6+7	Estimated GMP by summing the cost for Construction Support Costs, Cost of the Work with CM/GC Fee, and CM/GC and Other Contingency Allowances.
9	OWNER's Contingency Allowance	[Enter Amount]	Enter the OWNER's Contingency Allowance amount if the OWNER's Contingency Allowance is to be include in the Contract Price.
10	Total Amount of Contract Award	(1 + 8 + 9)	The Total Amount of the Contract Award (amount for which Contract will be awarded) by summing the Cost for CM/GC Services, the Estimated Guaranteed Maximum Price (calculated using the selected compensation method) and the OWNER's Contingency Allowance.
11	Substantial Completion Date	[Enter Date]	Enter the proposed or negotiated days to Substantial completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
12	Final Completion Date	[Enter Date]	Enter the proposed or negotiated days to Final Completion in accordance with the applicable General Condition or Supplementary Conditions provisions.

Table 2—Compensation for CM/GC Services

Row	Row Title	Calculation	Comment
1	Total Cost for CM/GC Basic Preconstruction Services	[Enter Amount]	
2	Total Cost for CM/GC Additional Preconstruction Services	[Enter Amount, if any]	
3	Total Cost for CM/GC Preconstruction Services	(1 + 2)	
4	Total Cost for CM/GC Basic Procurement Services	[Enter Amount]	
5	Total Cost for CM/GC Additional Procurement Services	[Enter Amount, if any]	
6	Total Cost for CM/GC Procurement Services	(4 + 5)	
7	Total Cost for CM/GC Services	(3 + 6)	This number is transferred to Table 1 R 1 to be included in the calculation of the Contract Price. It is not part of the Guaranteed Maximum Price for Work

Table 3 - Table of Costs

A Table of Costs shall be submitted by the CM/GC and shall include at a minimum the following information:

<i>Key Personnel</i>	<i>Rate (\$)</i>	<i>Hours</i>	<i>Total (\$)</i>
<i>Additional Staff</i>	<i>Rate (\$)</i>	<i>Hours</i>	<i>Total (\$)</i>
Expenses	-	-	
Total			