

EXHIBIT A – Pre-Construction Services – Scope Definition

Grady Memorial Hospital (GMH) wishes to engage a firm capable of developing design documents and construct following those documents. Working with Newcomb and Boyd, GMH has developed preliminary documents which will serve as the starting point for the design. The selected firm in this RFP will be the Engineer and Architect of record as well as to provide the construction services. The scope of this Request for Proposal (RFP) includes full engineering design, purchase and installation of equipment.

The proposer's work is to be authorized in two phases. Phase 1, or Task Order 1, consists of design and pre-construction services, including discovery. Once completed, these approved and stamped documents shall become the property of Grady Health Corporation. Phase 2, or Task Order 2, shall be for the construction according to the design documents aforementioned.

Design and Pre-Construction Services shall be provided by Proposer starting with Schematic Design and continuing through Construction Document design phases, AHJ plan approval, bidding, and development of a Guaranteed Maximum Price. Although not included within Task Order 1, the Proposer, Designer and Design Build Sub-Contractors will have responsibilities during the performance of the Construction Services that will start in Task Order 1 and complete in Task Order 2 to the extent executed and so authorized. The building plan permit approval and construction strategy shall include securing approvals from Georgia's Department of Community Health, Fire Marshal and State Architect as needed. Proposer's services shall be provided in a timely, thorough and efficient manner so as to enable the Pre-Construction Services of the Project to proceed in accordance with key milestones identified in Exhibit B of Agreement for Construction.

The proposer shall be The Project Architect and Engineer of Record and will be responsible for the overall design of the Work. Architect and Engineers will lead the design process from concept through permitting and will continue to coordinate design implementation in the construction and change process during Construction Administration Services.

Proposer's construction group shall throughout the performance of the Design and Pre-Construction Services be responsible for and take initiative in providing services as necessary or appropriate to each stage of the design process to achieve a final Project design, schedule, and budget consistent with Owner's stated objectives, whether such services are specifically requested by Owner, AHJ, Architect, or Design Build Sub-Contractors. The Proposer and its Design team and Design Build Sub-Contractors shall participate, as requested by Owner, in all work sessions with Owner, Architect, Engineers, City of Atlanta and other AHJ.

A description of key components of Proposer's Design and Pre-Construction Services is identified here and in Task Order 1. However, Proposer's Design and Pre-Construction Services include not only the services specifically described herein, but additionally all services reasonably related to, or inferable from those identified herein, and all services customarily furnished by Proposers in connection with Pre-Construction Services so described.

Shop drawings and product data submittals on equipment purchased through this RFP shall be submitted 90 calendar days after receipt of a purchase order. The Owner and Engineer will have a review period of 30 calendar days to make comments. Corrected submittals, if required by the comments, shall be submitted 14 calendar days after receipt of the comments. The final comments will be returned within 14 calendar days of receipt of submittals. Vendor shall not start construction of equipment prior to receiving approved submittals.

KEY ELEMENTS

The Work and baseline scope to be addressed by Task Order 1 include, but are not limited to, the following key elements of the Project.

1. Main Switchgear

- a. Located in Main building in the Basement, room BB012.
- b. Relocated in 1970
- c. 575V Main
 - i. Located next to Georgia Power Transformer Vault, adjacent to Room BB012.
 - ii. Utility relocations and tie-ins to Owner/City/County services;

2. Generator paralleling Switchgear

- a. Located adjacent to main Switchgear in BB012, ATS 1-4
- b. Repair all findings identified in Appendix F, the August 14, 2018 Cleveland Electric Inspection and upgrade to digital controls.
- c. Add alternate, replace and relocate to another room TBD.

3. Load Center LLC-4

- a. Located in BC047
- b. Must be replaced

4. Emergency Load Center EMLC-3

- a. Located in BC047
- b. Must be replaced

5. EPDLC 1-A and PDLC-2 and associated transformers

- a. Located in BD002
- b. Must be replaced

6. Load Center LLC-3

- a. Located in BE056
- b. Must be replaced

7. EMCL 2 and EMLC-5

- a. Located in BE056
- b. Must be replaced

8. PDLC-1 and EMLC-1 and 1-D

- a. Located in BA007
- b. Must be replaced

The selected firm will work with their team of consultants to provide architectural, engineering and construction services utilizing the use of best practices in ambulatory care and facilities development. Emphasis shall be given to vision, improved organization and operations performance, enhanced care environment, flexibility and adaptability for a more efficient and innovative organization encompassing the mission for Grady Health System.

Grady Health System shall make an assessment of each Proposer's team response and whether in the opinion of GHS, the Proposer is capable of undertaking and completing the scope of work delineated within this RFP in a satisfactory and timely manner. GHS will award a contract only to a responsible Proposer that has the ability to successfully perform under the terms of this RFP.

SECTION III: DESCRIPTION OF REQUIRED SERVICES

PRE-CONSTRUCTION SERVICES (TASK ORDER 1)

Proposer's Pre-Construction Services include, but are not limited to the following. It shall be Proposer's responsibility to commence each activity at the earliest reasonable time and provide updates required to support design processes for the entire Work.

1. General Activities

- a. Proposer acknowledges that the Project budget and schedule are realistic goals that are achievable. Proposer acknowledges that the Owner has selected Proposer with an assurance by the Proposer that the goals will be met, contingent upon no scope changes to the Project.
- b. Provide a sufficient number of specialty consultants and other individuals with requisite skills and experience as appropriate for the successful completion of the scope of this Task Order.
- c. Owner has established the communications framework for this Project within an active account with e-Builder Incorporated. Proposer and all of its Design consultants and Sub-Contractors are required to use e-Builder as the web based project management system. All Project documents, drawings, communications and correspondence shall be through this management system, starting from project engagement/initiation through project close out.
- d. Advise Owner and Architect regarding Project scope and execution, including site staging, logistics, and other site improvements, as well as any other elements of the Project with respect to concept, feasibility, building systems, equipment, constructability, cost, economies, labor, scheduling, and construction.
- e. Starting with the Schematic Design phase, institute a quality assurance and quality control program. The QA/QC Plan shall conform to the requirements in the General Conditions and be designed to advance the goal of achieving a quality Project that meets Project Drivers, schedule, and budget. The QA/QC Plan shall be revised as necessary and approved by Owner prior to start of each design phase.
- f. Analyze proposed systems comparing initial cost and the operations and maintenance costs of base system to the initial costs and operation and maintenance costs of the alternate systems.
- g. Review and advise Owner and the proposer's team Architect and Engineer regarding constructability concerns, conflicts, overlaps, and omissions in design documents, and other plans, applications, procurement, schedules, budgets and bidding documents.
- h. Advise Owner and the proposer's team Architect and engineer regarding the construction feasibility, installation and construction costs of various designs, materials, building systems and equipment.
- i. Advise Owner and the proposer's team Architect and engineer regarding the availability of various materials and labor, the time requirements for installation and construction of various designs, systems and equipment, including cost of alternative designs or materials, AHJ pre-approvals, special seismic testing requirements, preliminary budgets, and possible economies such as life cycle costing and value engineering.

- j. Assist Owner and the proposer's team Architect and engineer in investigating and reviewing various alternative approaches to design and construction of the Project, including without limitation phased permitting and construction.
- k. Identify issues, including without limitation those raised by the Concealed Conditions Program, the demolition plan, the phasing plan, the Disruption Plan, and Proposer's and the proposer's team Architect and engineer's cost estimates, and recommend alternative solutions whenever design details affect budgets, construction feasibility or schedules previously proposed or established.
- l. Investigate any potential special labor requirements for the Project and advise Owner regarding same.
- m. Identify and recommend actions designed to minimize adverse effects of labor or material shortages and price escalations.
- n. Investigate and recommend a schedule for the purchase of all materials and equipment, including long-lead items, equipment requiring special testing or certification, and coordinate the schedule with the early preparation of Construction Documents by the proposer's team Architect and engineer.
- o. Procure cut sheets, also known as Material Safety Data Sheets and other relevant information for all proposer's team Architect and engineer -specified materials and products. If any specified materials or products are known by Proposer to contain any hazardous or toxic materials as defined under any federal or state laws, rules or regulations, Proposer shall suggest any known and feasible available alternative nonhazardous and nontoxic materials and products.
- p. Provide a detailed variance report and written confirmation that the Work is within budget at each design milestone.
- q. Assist in preparation of General Requirements specifications and bid solicitation documents. Exhibit E of the Agreement for Construction identifies the minimum design deliverable requirements for proposer's team Architect and engineer's team, Design Build, and Sub-Contractors.
- r. Solicit bids for the various work categories not encompassed by Design Build or Sub-Contractors, and, with approval of Owner, for trades where the Design Build or Design Build Sub-Contractor will not be utilized for the Pre-Construction phase, inclusive of pre-qualification of bidders and arranging for pre-bid conferences.
- s. Issue subcontracts to Owner approved, healthcare experienced, Sub-Contractors.
 - (a) Manage the Sub-Contractors' activities during the Pre-Construction phase of the Project. Sub-Contractors shall assist the Proposer, Owner and the proposer's team Architect and engineer in all areas of design and planning of the Project as related to the specific discipline or trade of each, and as detailed in Task Order 1. The Sub-Contractors' costs for services will be included in Task Order 1 and in the original cost proposal.
- t. Manage the Design Build Sub-Contractors' activities during the Pre-Construction phase of the Project. Design Build Sub-Contractors shall assist the Proposer, Owner and the Architect in all areas of design and planning of the Project as related to the specific discipline or trade of each, and as detailed in Task Order, and be responsible for the complete design of their specific element of the Project. The Design Build Sub-Contractors' cost for design services will be added to Task Order 1 by Change Order.

- u. Design Build Sub-Contractors will be responsible for developing their design based upon design criteria established by the proposer's team Architect and engineer of Record and in coordination with the work of the Proposer and other Sub- Contractors.
- v. A Georgia licensed architect or engineer must prepare, sign and seal as the registered engineer of record the designs, calculations, reports, and specifications for Design Build scopes of work.
- w. All Design Build Sub-Contractors must procure and maintain professional liability insurance covering their design services as described in Article 7 of the General Conditions.
- x. Provide Pre-Construction Services for information services and low voltage systems, including but not limited to security systems, fire alarm, nurse call, audiovisual, way finding, cable TV, paging, communications infrastructure, and distributed antenna system. The Proposer and their proposer's team Architect and engineer shall utilize and include as a part of applicable overall contract document packages, "GHS Architectural, MEP, Low Voltage and Technology Standards Document".

2. Concealed Conditions Program

- a. Proposer shall be responsible for formulating a written program to investigate the existence of concealed or unknown conditions on or about the Project site to be known as the ("Concealed Conditions Program") for approval by Owner. The Concealed Conditions Program shall be developed in consultation with Owner and shall be designed to discover existing concealed or unknown conditions to the extent they may be discovered with a reasonable expenditure of time and expense, with the goal of minimizing the need for change orders during construction due to concealed conditions.
- b. After meeting with Owner and the other members of the project team, the Proposer shall draft and submit a proposed Concealed Conditions Program, together with an estimate of the cost of each component of the investigation. The proposed Concealed Conditions Program shall include an investigation of all areas of the Project site where: (a) the then-current Design Development or Construction Documents, (b) any as-built plans, specifications, old shop drawings or other construction documentation furnished by Owner, or (c) a reasonable physical inspection, including the extrapolation of the location of structural members, pipes, wires, conduits, underground utilities or other physical features, indicate there could be a condition which should be investigated and taken into account in developing the Construction Documents, demolition plan, Disruption Plan or any other Project documents. Any as-built plans, specifications, old shop drawings or other construction documents describing the existing facilities are supplied by Owner as an aid in the formulation of the Concealed Conditions Program and may not be relied upon as an accurate depiction of the existing facilities.
- c. Owner shall review the proposed Concealed Conditions Program, and shall provide direction with respect to which areas are to be investigated. The approved scope of work will be added to Task Order 1 by change order. After receiving such direction, Proposer shall initiate and complete the Concealed Conditions Program as so approved. To the extent necessary or desirable, Owner shall request the proposer's team Architect and engineer team to observe and prepare sketches, annotate as-built drawings or otherwise document the condition of uncovered areas. Proposer shall provide Owner with a written report setting forth the results of the Concealed Conditions Program for potential incorporation into the Construction Documents. Owner shall have the right to rely on the accuracy of the information provided by Proposer with respect to results or findings of the Concealed Conditions Program.

- d. Subject to any more restrictive definitions in the General Conditions of the Construction Contract in Section 6.11 or otherwise, and relating to concealed or unknown conditions, for purposes of this Concealed Conditions Program, concealed or unknown conditions mean conditions encountered on or about the Project site that are
 - (a) subsurface or otherwise concealed physical conditions which differ materially from those shown on the then-current Design Development or Construction Documents, or
 - (b) Unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the then-current Design Development or Construction Documents. The Proposer is expected to perform site investigations as a part of their Pre-Construction Services such as, but not limited to, above ceiling surveys, utility surveys, existing floor elevations, verifications of site utilities and existing electrical panel verifications where required.
- e. Owner may elect to perform any items of investigations by separate Proposers as may be appropriate.

3. Disruption Plan

- a. Proposer shall prepare a written disruption plan ("Disruption Plan") for approval by Owner that allows existing facilities and functions to continue in operation with a minimum of intrusion and interruption from the Work. The Disruption Plan shall be developed in consultation with Owner and proposer's team Architect and engineer, be consistent with the Owner' Interim Life Safety Measures policy and procedures, ICRA and Preconstruction Risk Assessment Policy, and set forth provisions for minimizing Work-related disruptions to the operations of occupied facilities, including without limitation, disruptions caused by noise, fumes, dirt, dust, vibration or other physical intrusion, utility interruption, ingress and/or egress blockage and destruction of existing structures or systems. The disruption plan shall provide for the giving of notice to Owner not less than fifteen business days before any anticipated disruption to allow advance operational planning. All Sub-Contractors and other personnel involved in the Work will be required to strictly comply with the approved disruption plan.

4. Parking Plan

- a. Proposer shall prepare a written parking plan ("Parking Plan") for approval by Owner. The Parking Plan shall comply with all the parking requirements of the City of Atlanta, other Governmental Authorities, and GHS's policies. The Parking Plan shall make provisions for the parking of all personnel involved in construction of the Project without reducing the number of parking spaces available to the general public, including visitors and all staff of the existing facility, on city streets or public garages near the Project site.
- b. The Parking Plan may involve the leasing of remote parking sites and the provision of shuttle services. The Parking Plan shall set out the costs of various alternatives, and shall be submitted to Owner for approval in advance of Sub-Contractor bid solicitation. Owner may approve or disapprove any proposed arrangement, whether based on cost or other factors, and shall have the right, but not the obligation, to establish van pools, lease remote parking facilities and otherwise become directly involved in implementing the Parking Plan.
- c. Proposer shall promptly make any revisions to the Parking Plan required by Owner. All Sub-Contractors and other personnel involved in construction of the Project will be required to strictly comply with the approved Parking Plan.

5. Project Schedule

- a. Proposer shall prepare a Pre-Construction Schedule for approval by Owner that is consistent with the Owner's overall approved design schedule, and that includes all activities required for the performance of all Pre- Construction Services of Proposer. Proposer shall maintain and update the Owner approved Pre-Construction Schedule not less than monthly. Pre-Construction Schedule updates shall be consistent with the projected dates for delivery of the various phases of drawings and specifications, and the latest projected dates for Owner's response times, estimate updates, and key milestones as identified in Exhibit B of this Task Order. Proposer's response times shall also be included and must not impair Architect or Owner's ability to meet schedule milestones.
- b. Proposer shall generate a preliminary Construction Schedule at 50% Schematic Design Phase. As design progresses thereafter, Proposer shall revise and maintain the preliminary Construction Schedule consistent with its developing perspective of the Project, the Construction Budget, and other Project requirements. The Proposer-provided, Owner approved Construction Schedule with the information listed in Section 4.4.1 of the General Conditions of the Construction Contract shall be provided as part of the GMP proposal.

6. Construction Cost Estimates

- a. Construction cost estimates will encompass Proposer's Direct Costs to perform the Work as defined in the General Conditions of the Construction Contract in Section 1.1.31, and Section 5.1, and otherwise. As part of the construction cost estimate, Contactor shall include a specific dollar amount for Proposer's General Conditions as defined in Section 1.1.20 of the General Conditions of the Construction Contract and Proposer's General Requirements as defined in Section 1.1.21 of the General Conditions of the Construction Contract, Proposer's Contingency as defined in Section 1.1.19 and Fee as defined in Section 1.1.36 of the General Conditions of the Construction Contract.
- b. Proposer shall develop a minimum of six (6) separate itemized estimates of the construction cost for each program. These cost estimates are prepared at the conclusions of (a) 50% Schematic Design, (b) 100% Schematic Design, (c) 50% Design Development, (d) 100% Design Development, (e) 60% Construction Documents, and (f) 95% Construction Documents phases, as identified in the Project Schedule. The cost estimates shall be presented in CSI master format, correlated to a building systems format, with separate line items for each trade to be bid, and shall in all respects be in the same format used by the proposer's team Architect and engineer and the Owner. The Proposer's format shall be approved by Owner so that Owner and Proposer estimates may be directly compared. Cost estimates shall identify all fees, allowances, contingencies and Proposer's General Condition's costs separately, and shall contain all the elements required to be included in the Guaranteed Maximum Price ("GMP") for Construction Services.
- c. The Proposer shall maintain a tracking log for design scope changes as they occur and provide cost impacts related to the most current approved milestone budget.
- d. Proposer shall collaborate with Owner and the proposer's team Architect and engineer to reconcile discrepancies between cost estimates, and shall assist the proposer's team Architect and engineer to incorporate alternates approved by Owner as necessary to maintain the Project budget. In the event the Owner and Proposer are unable to agree that the work described in any bid package can be built for the budgeted amount, the Owner's determination shall govern for estimating purposes.

- e. The Proposer shall prepare a Guaranteed Maximum Price proposal for the Construction Services based upon the 100% Design Development Documents and the approved Project Schedule, in the same format as construction cost estimates. In the event the GMP proposal for the Project is not within the construction budget or Project Schedule, Proposer shall provide, at no additional cost to Owner, such further Pre-Construction Services of Proposer as may be necessary to adjust, reduce or re-sequence the scope of the Project as necessary to align the GMP proposal to the Owner's requirements.

7. Sub-Contractor Bidding

- a. For all Subcontracts, Proposer shall prepare all necessary bidding forms, information and related documents within a presentable and organized Bid Tab Analysis package identifying the scope of work for the review and approval of Owner. Proposer's team Architect and engineer must previously analyze and accept the aforementioned bids. Proposer shall assemble and provide Owner with separate bound Bid Packages containing the design documents, related data and other documents, and bidding forms. The bidding documents shall require bidders to bid all alternates.
- b. As soon as practicable during the performance of the Pre-Construction Services, Proposer shall: develop bidders' interest in the Project; prepare lists of potential Sub-Contractors and major suppliers for various portions of the Work, including Design Assist and Design Build scopes, and shall consult with Owner regarding such lists. Proposer's team Architect and Engineer shall evaluate the Sub-Contractors and their scope and certify they are in agreement with the proposed scope and the sub-contractor's qualifications. Proposer shall obtain and provide Owner with such background information on any potential Sub-Contractors and major suppliers as Owner shall reasonably request. Owner and Proposer shall agree upon a final list of proposed, qualified Sub-Contractors and major suppliers, provided that Owner and Architect shall have no duties or liabilities arising out of their participation in the preparation of any lists of proposed Sub-Contractors and major suppliers. Unless otherwise approved by Owner, Proposer shall not obtain bids from or contract with any Sub-Contractor or major supplier who is not on the approved list for any portion of the Work. Use of any Sub-Contractor is subject to Owner's approval.
- c. Upon written authorization from Owner, Proposer shall issue Bid Packages to the approved Sub-Contractors and major suppliers for such Bid Package, and shall use good faith efforts to obtain not less than three (3) qualified bids for each trade or vendor category, including for Design Assist and Design Build Sub-Contractors. If it is difficult or infeasible for Proposer to obtain three (3) qualified bids for each trade or vendor category, the reasons therefore shall be documented by Proposer and approved by Owner prior to receipt of bids.
- d. Contactor shall establish bidding schedules in accordance with the procurement requirements set forth in the Pre- Construction Schedule; develop Sub-Contractors scopes of Work and Bid Packages and issue bidding documents to the pre-qualified, interested bidders. Proposer shall collaborate with Owner and Architect regarding the evaluation and analysis of bids received to determine the best Sub-Contractors for each Bid Package that is best suited for the Project based on any best value criteria that have been established. Proposer shall enter into written subcontract agreements, in form and substance approved by the Owner in each instance, with the selected, responsive, responsible bidder, pursuant to Section 4.3 of the General Conditions of the Construction Contract.
- e. Proposer shall conduct pre-bid and pre-award conferences, maintain written records of such conferences, record all bidders' contacts, questions and the responses provided thereto as they relate to the Project, and shall deliver such records to Owner and Architect upon request. Proposer shall give Owner not less than 48 hours' notice prior to holding pre-bid or pre-award conferences, and Owner shall have the right, but not the obligation, to attend any such conference.

- f. At Owner's request, Proposer shall rebid all or any portion of the Work.
 - g. Design Build. Design Build Sub-Contractors are to be solicited following issuance of 100% Schematic Design, in order to commence their Design services promptly during Design Development. Proposals obtained from prospective Design Build Sub-Contractors are to include a Stipulated Sum proposal for Design services only, as well as a Stipulated Sum for the full Design Build scope. Based on 100% Design Development Documents, Design Build Sub-Contractors will have an opportunity to adjust their price for full Design Build scope based on any changes made during Design Development. Upon such Stipulated Sum confirmation (or justified adjustment), Design Build Sub-Contractors will either be engaged for the full Construction Services Design Build scope or, alternatively with agreement and/or direction of Owner, competitive bids as with other Sub-Contractors will be obtained for the applicable Construction Services for such scope based on the design provided by Design Build Sub-Contractors or as otherwise agreed upon or directed by Owner.
 - h. Owner's general preference is for the Proposer to engage the Design Build Sub-Contractors for Construction Services, upon successful execution and completion of their respective Design Assist and Design Build scope. However, Proposer shall engage the selected Design Build Sub-Contractors for Pre-Construction Services. No assurances are offered or shall be made that such Sub-Contractors will be utilized for Construction Services. Any decisions by Owner not to utilize Design Build Sub-Contractors for the Construction Services, and instead to rebid such scope(s), shall be implemented by Proposer without increase in the Pre-Construction Services GMP.
 - i. A significant amount of document preparation by the Design Assist Sub-Contractors and the Design Build Sub-Contractors is expected as part of the planned delivery model and will be incorporated into the Construction Documents submitted for review by Governmental Authorities, subject to oversight and management by Proposer. Proposer's team Architect and Engineer of Record will retain overall Governmental Authorities submission responsibility for the duration of the Project.
 - j. Proposer shall plan and manage the bid process to assure Sub-Contractors and suppliers are engaged at appropriate times to assure Project success.
 - k. Self-performed Work by Proposer is not prohibited, provided that the Proposer shall request to submit bids to perform Work by its own forces, and all such proposals are subject to approval by Owner and such conditions on approval as Owner may require, including but not limited to requiring submission of competitive bids in addition to Proposer's own bid. There is no assurance or right of the Proposer to provide any self-performed Work, and any such approvals are at the sole discretion of the Owner.
 - l. The Proposer and its Sub-Contractors shall familiarize themselves with GHS's purchasing program (or any GPO that the Owner may engage) and implement Owner's agreements as the Owner may choose.
8. GMP Proposal
- a. As part of Pre-Construction Services, Proposer shall provide a GMP for Construction Services for the Project. The basis for the GMP will be the 100% Design Development documents issued by the proposer's team Architect and engineer. The GMP shall be developed from estimates of the cost of the Work, proposed prices from Design Assist and Design Build Sub-Contractors (except as Owner has otherwise agreed), proposed prices from other potential Sub-Contractors and suppliers, a 5% Proposer Contingency, and the Stipulated Sums supplied by Proposer for Proposer's General Conditions and Proposer's General Requirements, insurance, Sub-Contractors Default Insurance, bonds, and Proposer Fee as previously accepted by Owner or as subsequently adjusted with the approval of Owner. The GMP shall be accompanied by evidence of Sub-Contractors and supplier price proposals included in

the proposed GMP and justification of any allowances included. Following the Owner's receipt of such GMP, Proposer shall promptly respond to questions by Owner and shall submit revisions as required, until Proposer and Owner agree on a mutually acceptable GMP. Upon acceptance by the Owner, the GMP shall be set forth in the Construction Services Task Order 2.

- b. The GMP will include a 5% "Proposer's Contingency", as defined in Section 1.1.19 of the General Conditions of the Construction Contract, for use by the Proposer for Work that was not foreseen and should have been included in the estimated cost of the Work as included in the GMP. Items such as code related issues, coordination of work, spot schedule acceleration and overtime, and scope gaps between subcontract work packages may be charged against the Proposer's Contingency with approval by the Owner, which will not be unreasonably denied. The Proposer may draw upon the Proposer's Contingency with prior notification and approval by the Owner. Proposer will be required to furnish documentation evidencing expenditures charged to the Proposer's Contingency and the reasons therefore in such form and detail as the Owner may reasonably request from time to time.
- c. The GMP shall include Proposer's General Condition's costs for Proposer's staff costs, field offices and administrative costs, as defined in Section 1.1.20 and Article 5 of the General Conditions of the Construction Contract Proposer's General Conditions shall include, but not be limited to those items listed in Exhibit D II A and B of this Task Order and shall be included within the Proposer's GMP as a Stipulated Sum.
- d. The GMP shall be in a format acceptable to the Owner and shall include, but not be limited to:
 - (a) Cost Proposal
 - (b) Description of the Project Stipulated Subcontract amounts
 - (c) Stipulated Proposer's General Conditions Rates for project personnel
 - (d) Insurances and Bonds Proposer's Contingency Allowances
 - (e) Fee Schedule
 - (f) List of Relevant Documents
- e. If the actual cost of the Work plus the Proposer's Fee total less than the GMP, then seventy-five percent (75%) of all such savings will be retained by the Owner and twenty-five percent (25%) of such savings will be paid to the Proposer at the time of final payment, provided that the Proposer did not violate any of the terms and conditions of the Contract Documents, there are no existing Disputes between Owner and Proposer, and there are no pending Claims, Disputes or mechanic's liens on or related to the Project. In the event of any such pending Claims, Disputes, or mechanic's liens, the twenty-five percent (25%) share to be paid to the Proposer shall be held by Owner until such time that all such Claims, Disputes or mechanic's liens are fully adjudicated or settled and any costs incurred by Owner to resolve such Claims, Disputes, or mechanic's liens shall be deducted from the twenty-five percent (25%) share to be paid to the Proposer. The GMP shall be modified only as provided by Change Order.
- f. If the Owner and Proposer fail to establish an acceptable GMP and/or Project Schedule, the Contract may be terminated for convenience in whole or in part, in the Owner's discretion, in accordance with Section 9.7 of the General Conditions of the Construction Contract.

9. Pre-Construction Services Compensation

- a. Allowable Costs for Pre-Construction Services. Task Order 1 establishes a GMP for Pre-Construction Services, which is the GMP amount to be paid by the Owner for Pre-Construction Services, other than as specifically provided herein. A spreadsheet is attached to Task Order 1 as Exhibit D that includes a staffing plan and the billable rates for each Pre-Construction staff member spread over the duration of the Pre-Construction Services. All reimbursable costs defined in Section 5.1 of the General Conditions of the Construction Contract and required for Proposer to perform the required scope of services (except insurances and Proposer's Fee for change orders) shall be included into the approved billable rates. The costs for Pre-Construction Services, in accordance with this spreadsheet, will be billed monthly based on approved rates and the actual time spent on the Project.
- b. Fee. The Proposer's Fee for Pre-Construction Services as set out in this Task Order 1 is defined in Section 1.1.36 of the General Conditions of the Construction Contract. The allowable Proposer's Fee on Change Orders during the Pre-Construction Phase is stipulated in 3.1.3 of Task Order 1. Sub-Contractor's costs for Design Assist and Design Build Subcontracts shall be added by change order to this Task Order 1, with allowable Proposer's Fee. However, pursuant to Section 5.1.15 of the General Conditions of the Construction Contract, Proposer shall not be entitled to charge any Fee on, for, in relation to, or as a percentage of any Fees charged by a Sub-Contractors, or vendor. The allowable Sub-Contractor's Fee for change orders during the Pre-Construction Phase will be the same as the Proposer's Fee.
- c. Daily Rate. The Daily Rate for extended Pre-Construction Services costs, as set forth in 3.1.4 of Task Order 1, is to be used for extensions of Pre-Construction Services in case of a permitted delay.

10. Collocated Project Facilities

- a. Owner will provide facilities at its cost for the Owner's Representative, Architect, Proposer, and Design Assist and Design Build Sub-Contractors. Parking will be provided in accordance with an approved Parking Plan.
- b. Proposer shall be responsible for all of its own supplies, housekeeping, furnishings, fixtures, equipment, network servers, office computers, monitor screens, printers, plotters, plan tables and kitchen appliances, etc. required for its own use within Owner-furnished facilities. All associated costs shall be part of Proposer's proposed GMP for Pre-Construction Services and included within the approved billable rates in Exhibit D.

11. Communication Software

The Proposer, Proposer's team Architect and engineer, Owner and Owner's Representative shall use the internet-based project management communications tool, e-Builder and protocols. The Proposer and all Sub-Contractors shall include all costs related to the yearly user licenses required to complete the Project and such costs are within the GMP for Pre-Construction Services and the GMP for Construction Services.