

ATTACHMENTS

I. Technical Non-Price Proposal Forms

- A. Informational Sheet
- B. Technical Non-Price Proposal Response Form (Signature required)
- C. Affidavit of Compliance (Signature required)
- D. Affidavit of Prevailing Wage Compliance (Signature required)
- E. Certificate of Tax Compliance (Signature required)
- F. Non-Collusion Affidavit (Signature required)

II. Price Proposal Form

- G. Price Proposal for Construction Management at Risk (Signature required)
 - Section 1: Price Proposal Summary
 - Section 2: Detail of CM Preconstruction Fee for Services
 - Section 3: Detail of CM Construction General Conditions Costs

III. Contract

- H. Proposed Form of Contract
- I. General Conditions
- J. Supplemental General Conditions
- K. Insurance Requirements
- L. Procedures for Award of Trade Contracts
- M. Form of Trade Subcontract
- N. Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program
- O. American with Disabilities Act
- P. Certifications
 - 1. Construction Manager Certification (M/WBE)
 - 2. Subcontractor Certification (M/WBE)
 - 3. Filed Sub Bidder Certification (OSHA)
 - 4. Non Filed Sub Bidder Certification (OSHA)
 - 5. Construction Manager Certification (OSHA)

IV. Project Exhibits

- Q. Project Schematic drawings (on disk)
- R. Schematic Design Report (on disk/bound copy) including:
 - 1. Budget & CSI listing
 - 2. Outline Specification
 - 3. Current Schedule

**Business Points for discussion from the Owner-CM Agreement
12 August 2011**

4.2 Substantial and Final Completion. The CM shall achieve Substantial Completion of the entire Work, no later than ?? calendar days after the Notice to Proceed for Construction, subject to any adjustments in the Contract Time approved by the Town in accordance with the Contract Documents (the Architect certified "Substantial Completion Date").

4.4 Liquidated Damages.

4.4.1 If the CM shall neglect, fail or refuse to achieve Substantial Completion of the Work within the Contract Time, as adjusted in accordance with the provisions of the Contract Documents, the CM and the CM's surety agree, as a part of the consideration for the execution of this Contract by the Town, to pay the Town the amounts set forth in this Subsection 4.4.1 below, not as a penalty, but as liquidated damages to cover certain losses, expenses and damages of the Town for such breach of contract as herein set forth. The CM acknowledges that delay in Substantial Completion of the Project will cause disruptions of the Town's operations. Such disruptions include, without limitation, loss of productivity and efficiency and duplication of effort of the Town and the Town's operation of the completed facility. The Town will incur other direct administrative, professional, rental, storage, moving, transportation and other costs in the event of such delay. Delay in Substantial Completion will also require the Town to incur additional costs for compensation to the Designer and other consultants or contractors for extended or additional work on the Project. In light of the costs, damages, losses, risks and liabilities described above, the parties have agreed upon the liquidated damages stated below. Such damages have been fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain, and said amounts may be retained by the Town on or after the scheduled date of Substantial Completion from current progress payments or any other amounts owing to the CM. The agreed liquidated damages amount is \$?? for each calendar day of delay in achieving Substantial Completion. Beginning ??, 2014 there will be an additional liquidated damages of \$?? assessed at the beginning of the month for every month of delay in Substantial Completion beyond ??, 2014.

| CM FIRM | NAME | EMAIL | 01 Request | 02 RFQ out | 03 RFQ confirm | Dropbox invite | 04 Dropbox confirm | 05 Interest Form | NOTES | 06 Add 1 out | 07 Add 1 confirm |
|---|--------------------------------|--|--|-------------------|---|----------------|--------------------|--|--|--------------|------------------------------|
| CTA Construction 617-268-1410 www.ctaconstruction.com | Timothy Wheeler | twheeler@ctaconstruction.com | email MMW 6/29/11 | 6/29/2011 | confirmed by phone 7/7/11 | 6/29/2011 | | 7/8/2011 | | 7/7/2011 | confirmed by phone 7/7/11 |
| Shawmut Design & Construction 617-622-7000 www.shawmut.com | Helena Downing | hdowning@shawmut.com | call 6/29/11 (said email didn't go thru) | 6/29/2011 | confirmed by phone 6/29/11 problem sending emails | 6/29/2011 | 6/29/2011 | 6/30/2011 by fax problems sending emails | attended walk through | 7/7/2011 | confirmed by phone 7/7/11 |
| Dodge Reports | Priti Patel | Priti_Patel@mcgraw-hill.com | email MMW 6/29/11 | 6/29/2011 | | 6/29/2011 | | N/A | plan room | 7/7/2011 | |
| iSqft Planroom | Tiffany Cook | tcCook@ISQFT.com m_boston@isqft.com | email MMW 6/29/11 | 6/29/2011 | 7/5/11 by phone | 6/29/2011 | | N/A | plan room; send addenda to both email addresses | 7/7/2011 | |
| WT Rich Company, Inc. 617-569-6072 www.wtrich.com | Jeanne Deangelis | jdeangelis@wtrich.com | email MMW 6/30/11 | 6/30/2011 | 6/30/2011 | 6/30/2011 | 6/30/2011 | 6/30/2011 | attended walk through | 7/7/2011 | 7/7/2011 |
| J & J Contractors, Inc. 978-452-9898 www.jjcontractor.com | Mark Kaplan | mkaplan@jjcontractor.com | email MMW 6/30/11 | 6/30/2011 | 6/30/2011 | 6/30/2011 | 6/30/2011 | DM left voice msg 7/7/11 | website shows K-12 experience, projects in sim \$\$ range, located in Lowell, work across country | 7/7/2011 | 7/7/2011 |
| Project Dog | Sarah Shelley | Addendums@projectdog.com | email MMW 6/30/11 | 6/30/2011 | | 6/30/2011 | | N/A | plan room | 7/7/2011 | 7/7/2011 |
| Consigli Construction Co., Inc. 508-473-2580 www.consigli.com | Janice Allegrezza & Sarah Perz | JAllegrezza@consigli.com sperz@consigli.com | email MMW 6/30/11 | 7/1/2011 | | 7/1/2011 | | 7/8/2011 | attended walk through | 7/7/2011 | 7/7/2011 |
| Bacon Construction Company 401-431-1200 www.agostiniconstruction.com | Chris Lambert | ChrisL@BaconConstruction.com | email MMW 6/30/11 | 7/1/2011 | 7/5/2011 | 7/1/2011 | 7/1/2011 | 7/7/2011 | RI firm, part of Bacon/Agostini Construction; website under construction; have education experience | 7/7/2011 | |
| KBE Building Corporation 860.284.7622 www.kbebuilding.com | Cora Harkins | charkins@kbebuilding.com | email MMW 7/5/11 | 7/5/2011 | 7/5/2011 | 7/5/2011 | 7/5/2011 | 7/7/2011 | website shows K-12 experience, located Farmington CT | 7/7/2011 | 7/7/2011 |
| GVW, Incorporated 617-567-6000 www.gvwinc.com | George Wattendorf | gwattendorf@gvwinc.com | email MMW 7/5/11 | 7/5/2011 | 7/5/2011 | 7/5/2011 | | DM left msg voice msg 7/7/11 | My guess is that they are not responding; subsequent email suggested looking for CM or sub-contractor; website | 7/7/2011 | DM left msg voice msg 7/7/11 |
| Dimeo 617-502-3080 www.dimeo.com | Patrick O'Brien | pobrien@dimeo.com | email MMW 7/6/11 | 7/6/2011 | DM left voice msg 7/7/11 | 7/6/2011 | | 7/8/2011 | | 7/7/2011 | DM left voice msg 7/7/11 |
| PDS Engineering & Construction 860.242.8586 www.pdsec.com | Mike Henzy | mike.henzy@pdsec.com | e-mail MMW 7/12/11 | 7/12/2011 | | | | | | 7/12/2011 | |
| Colantonio 508-429-8666 www.colantonioinc.com | Amy Fahey | amy@colantonioinc.com | email MMW 7/11/11 | Downloaded online | | | | 7/12/2011 | | 7/12/2011 | |
| J.K. Scanlan Company Inc. 508.540.6226 www.jkscanlan.com | Chuck Mavrogeorge | cmavrogeorge@jkscanlan.com | e-mail MMW 7/11/11 | 7/12/2011 | | | | | | 7/12/2011 | |