# City of Pembroke INVITATION FOR REQUEST FOR PROPOSAL

# CONSTRUCTION MANAGEMENT AT RISK SERVICES

For a Public Safety Complex in Pembroke, Georgia

The City of Pembroke (hereinafter referred to as 'the City') is hereby seeking proposals from Construction Management (hereinafter referred to as CM) firms to provide Construction Management at Risk services for the Public Safety Complex and Site Improvements located in Pembroke, Bryan County, GA which may include a police station, training/courtroom, EMS station and quarters, fire station and bays for two firetrucks and two ambulances. The approximate budget for these projects is \$5,500,000. Request for Proposal (hereinafter referred to as RFP) packages can be downloaded from: <a href="https://pembrokega.net/LegalNotices.aspx">https://pembrokega.net/LegalNotices.aspx</a>

https://www.dropbox.com/s/xbk9lxgjp90pt2q/ Permit%20Drawing%20Set Pembroke%20Public%20Safet y%20Complex 2018.06.20.pdf?dl=0

A Mandatory Pre-Proposal Conference will occur on 10:00 AM, Monday, March 25<sup>th</sup> at Pembroke City Hall, 160 North Main Street, Pembroke, Georgia, 31321.

Responses must be received by City Clerk, Sharroll Fanslau, before 4:00 PM on April 8<sup>th</sup>, 2019 after which time and date they will no longer be accepted. Late responses will not be considered. To be accepted, all responses must be submitted in a sealed package marked "Proposal for Public Safety Building, Pembroke, Ga - CM at Risk Services". 1 hard copy and (1) electronic copy (.pdf format on CD or thumb drive) of each proposal must be addressed or delivered to:

Sharroll Fanslau, City Clerk PO Box 130 Pembroke, Ga 31321

Oral or telegraphic (including FAX and e-mail) responses are not acceptable.

The City will select the most qualified and responsive CM firm to enter into a CM at Risk contract for the construction of the above referenced project. Award of the contract will be based on an evaluation of all required submittals noted in the RFP and, if needed, CM interviews.

It is the intent of the Owner to enter into a CM at Risk agreement with one incorporated firm.

Please direct all questions regarding this RFP to Paul A. Floyd at <a href="mailto:administrator@pembrokega.net">administrator@pembrokega.net</a>

ANY UNSOLICITED CONTACT OR COMMUNICATION REGARDING THIS PROJECT WITH ANY CITY
OFFICIAL, PERSONNEL, COUNCIL OR BOARD MEMBERS BY ANYONE FROM WITHIN OR ON BEHALF OF
A PROPOSING FIRMS IS STRICTLY PROHIBITED AND WILL BE GROUNDS FOR DISQUALIFICATION. THIS
APPLIES FROM THE DATE OF THIS RFP AVAILABLE UNTIL AFTER A CONTRACT HAS BEEN AWARDED TO
THE CONSTRUCTION MANAGER.

Cover sheet and End of Advertisement

#### GENERAL INFORMATION

Timeline:

Public Advertisement/RFP Available: March 8th, 2019

Mandatory Pre-Proposal Conference: March 25<sup>th</sup> at 10:00 AM

Pembroke City Hall 160 N. Main Street Pembroke, Ga 31321

Deadline for Questions: Monday, March 29<sup>th</sup>, 2019

Proposals Due: April 8<sup>th</sup>, 2019 at 4:00 PM

Announcement of Successful CM or

Shortlist Selection Announcement: April 15<sup>th</sup>, 2019

Interviews (if deemed necessary): April 18<sup>th</sup>-19<sup>th</sup>, 2019

Announcement of Successful CM April 23<sup>rd</sup>, 2019

Anticipated Construction Begin/End Date Sept. 2019 to Dec. 2020

Submission of proposals indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the City during the determination of ranking order and award.

The City reserves the right to select or reject any and all responses as a result of this Request for Proposal. The City is not liable for any costs incurred by any person or firm responding to this Request for Proposal.

The CM shall hold harmless and indemnify the Owner, the Architect, and other design consultants against all claims, suits, actions, costs, council fees, expenses, damages and/or judgments in decrees by reason of persons or property being damaged or injured by the CM or any of the CM employees/subcontractors in any capacity during the progress of the work, whether by negligence or otherwise.

#### **Project Description**

This proposed project consists of site development and the construction of a new public safety complex. The construction of the new public safety complex will occur on City-owned property bounded west by Ga Hwy 67, east by Ash Branch Rd, south by Smith Street and north by Strickland Street Ext, Old Mill Apartments and some single-family residences. The northern wooded portion of this property is wetlands and will not be utilized in this project.

#### **GENERAL REQUIREMENTS**

# **CM Responsibility**

The selected CM will be required to assume total responsibility for all services offered in his/her proposal. The selected CM will be considered the prime contractor and the sole point of contact with regard to all contractual matters. The CM shall also be required to obtain at least three bids for each bid package (work category), exclusive of the CM's guaranteed maximum price for the individual bid packages (work categories). If any bid packages receive less than three qualified bids, the Owner reserves the right to require rebidding these packages. The CM will not perform any portion of the project with its own forces except in an event or situation deemed necessary by both the Owner and Architect. Individual trade contracts will be between the CM and the Trade Contractors, and subject to approval.

### **Required Bonds and Insurance**

The selected CM will be required to provide a 100% Payment and Performance Bond for the entire amount of the cost of construction. The Proposal shall include a letter from a bonding company indicating its willingness to issue said payment and performance bond for this project. Bonds for this project shall be issued by a bonding company listed in the current edition of the Federal Register as a surety, must be kept in force for the duration of the contract, executed by a resident agent of the State of Georgia and be in compliance with Georgia Revised Statutes.

To adequately protect the interests of the City, the successful respondent shall procure, and maintain Insurance during the life of the agreement. See Attachment "A" "Insurance Coverage" for required coverage.

Evidence of required bonds and insurance shall be presented prior to the execution of Mandatory Amendment. Insurance policies to be carried under the agreement shall not be changed, canceled, or allowed to expire without thirty (30) days prior written notification to the CITY.

# **Immigration Reform Compliance Requirement**

The successful Proposer will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., by meeting or having complied with one of the (2) following provisions and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01:

1) The Contractor warrants that Contractor has complied with the Immigration Reform and

Control Act of 1986 and the Georgia Security and Immigration Compliance Act by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees;

2) The successful proposer shall comply with the stipulations cited in Security and Immigration Compliance Act OCGA 13-10-91.with respect to the proper federal authorizations regarding the right to work for subcontractors and contractors.

# Taxes, Fees, Code Compliance and Licensing

The CM shall be responsible for the payment of any required taxes or fees associated with the execution of the contract. The CM shall also be responsible for compliance with all applicable codes and statutes. All installation and construction work shall be done by sub-contractors licensed in the State of Georgia.

# **Payment**

CM shall submit monthly payment applications using AIA G702 and AIA G703 Continuation Sheets.

#### LIST OF REPRESENTATIVE SERVICES TO BE PROVIDED BY THE CM

# **Project Planning**

- 1. Evaluate preliminary documents for constructability, value opportunities, and scheduling at each phase of design.
- 2. Participate and assist in planning meetings on any modifications and value opportunities identified.
- 3. Provide estimates based on the current Construction Documents and an estimated monthly construction payment schedule to assist the owner with financial budgets.
- 4. Conduct a Value Engineering review, including Life Cycle Cost, evaluations for alternate materials and systems prior to the beginning of the Construction Documents phase.
- 5. Prepare and submit cash flow analysis to Owner.

#### **Bidding and Awarding**

- 6. Separate construction work into appropriate bid packages See Attachment "B".
- 7. Develop requirements to assure time, cost, and quality control during construction.
- 8. Provide an estimated construction schedule for issuance with the bid package.
- 9. Identify bidders and generate bidder interest. Maintain a list of firms contacted and dates of contact for review by the Owner.
- 10. Schedule and conduct pre-bid conferences in conjunction with representatives from the City and City Engineer.
- 11. Advertise and distribute bidding documents.
- 12. Assist in development of necessary addenda and distributing of these addenda to known bidders.
- 13. Monitor bidder activity.
- 14. Review and analyze bids and recommend awards.
- 15. Collect executed contracts, purchase orders, affidavits of assurance, insurance certificates, and performance and payment bonds and distribute copies to Owner, Architect and contractors.
- 16. Update schedule.
- 17. Conduct Pre-Construction meetings.

#### **Construction Phase**

18. Maintain staff for construction management to include an on-site Project Manager and Superintendent. Superintendent shall have supervised past projects of similar size and scope and have excellent performance references from the owners for a minimum of three (3) projects within a period of ten (10) years maximum. CM shall submit his proposed project manager, superintendent/superintendents and references for review by the owner and Architect with this proposal. The CM is responsible for adequately staffing and maintaining the staff on this project at all times.

- 19. Mobilization of job site: Provide and maintain a fully equipped project office facility on-site to perform all required CM duties and meetings and coordination of on-site temporary facilities.
- 20. Assure timely procurement of all required permits.
- 21. Establish and maintain coordination procedures.
- 22. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
- 23. Conduct and record a minimum of monthly job progress meetings following a CM generated agenda with the Architect, Owner and all active trades, and follow-up with distribution of minutes to all parties.
- 24. Coordinate and log all request for information (RFI's).
- 25. Maintain a daily log of jobsite activities.
- 26. Prepare and submit change order documentation for review and approval by the architect and the City. Review change order proposals to verify validity, purpose, and cost.
- 27. Maintain a system for review and approval of shop drawings.
- 28. Maintain written and photographic records and submit routine reports to the architect and the City.
- 29. Maintain quality control and ensure conformity to contract documents.
- 30. Establish and maintain a jobsite safety program.
- 31. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
- 32. Provide coordination of post completion activities, including the assembly of guarantees, manuals, and the owner's final acceptance.
- 33. Coordinate and assure timely completion of final punch list.
- 34. Compile as-built drawings through-out construction.
- 35. Assemble close-out documents and forward to Architect for approval.
- 36. Coordinate any training specified for Owner's personnel.
- 37. Provide all services listed under "General Conditions" in Attachment "C".

#### **Post Occupancy**

- 38. Implement and coordinate the one (1) year warranty and one (1) year warranty inspection.
- 39. Respond to request for corrections for work items found not to be installed correctly.
- 40. Respond to warranty related request.
- 41. Assist in post-construction review of the facility.

#### SELECTION PROCESS

The selection of the CM firm will be by an Evaluation Committee consisting of representatives of the City of Pembroke and the City Engineer. The Evaluation Committee will receive and review the Proposals and conduct interviews as scheduled if deemed necessary.

#### **Phase I - Proposal Evaluation**

The Proposals will be evaluated against specified criteria and required submittals to determine the most responsible and responsive firm for this project. The specified criterion is listed as follows:

- 1. Firm Overview (5%)
- 2. Proposed Management Team (20%)
- 3. Relevant Construction Experience (20%)
- 4. Proximity to Site (5%)
- 5. Approach to CM-at-Risk (10%)
- 6. Approach to Warranty (10%)
- 7. Claims History (5%)
- 8. Financial Information (10%)
- 9. CM Fees (10%)
- 10. Local Participation (5%)

Upon completion of the Phase I -Proposal Evaluation, City may conduct an additional evaluation of shortlisted CM firms via an interview if deemed necessary.

#### **Phase II -Interviews**

CM firms chosen for interviews will be notified of the place and time that the interview will be conducted. The interview criteria will also be given to the shortlisted firms at that time.

## **Negotiation and Signing of Contract**

Upon completion of Phase I, and Phase II (if required), an AIA A133-2009 Owner/Construction Manager as Constructor Agreement—Cost of Work Plus Fee with GMP contract without Mandatory Amendment #1 will be executed between the selected CM and the City. A Guaranteed Maximum Price (herein after referred to as GMP) will be prepared by the CM. The GMP shall be submitted to the City and shall include a detailed project schedule, schedule of values that includes contractor contingency, a schedule of trade packages with subcontractors, clarifications and assumptions, and a monthly cash flow chart. Upon agreement by all parties on the GMP, the Mandatory Amendment #1 will be completed, signed and attached to the

<sup>\*</sup>Note: Item 9 will be used as a basis for negotiation with the highest ranked firm. In the event that these items cannot be negotiated to mutually acceptable amounts, the Owner will proceed to negotiations with the 2<sup>nd</sup> highest ranked firm.

contract and shall constitute the full contract for the project. Once this is complete, a Notice to Proceed will be issued. Upon the Owner receiving a fully executed contract, the CM may request payment for 100% of Pre-Construction Services.

#### RESPONSE FORMAT AND CONTENTS

#### **General Information**

Responses must be submitted in the format outlined in this section. Each response will be reviewed to determine if it is complete prior to actual evaluation. Failure to provide accurate, up-to-date responses to any and all portions of the RFP may result in disqualification without prejudice. The City reserves the right to eliminate from further consideration any responses that are deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of the City is that all responses follow the same format in order to evaluate each response fairly. The City may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided.

Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred.

Any exceptions taken to the terms and conditions of this RFP must be clearly identified. If no exceptions are listed, it will be concluded that the proposer will meet, in every detail, the conditions stipulated in this RFP. The RFP and the response will be incorporated into the contract.

Proposals may be modified or withdrawn by written notice received prior to deadline for receipt of proposals. A proposal also may be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the proposal, but only if the withdrawal is made prior to the deadline set for receipt of proposals.

Each respondent shall provide the CITY with a hard and digital copy of his/her response. Begin each section and subsection as described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly across the bottom of each page.

Submission of a response authorizes the Owner to make inquiries concerning the respondent and its officers to any persons or firms deemed appropriate by the City.

Questions that arise prior to the proposal submittal date shall be submitted in writing to the City Clerk (email: clerk@pembrokega.net). Phone calls will not receive a response.

#### **Cover Letter**

Each proposal shall include a one-page cover letter at the beginning of the proposal. The cover letter shall provide an overview, and summarize the key strengths of the submitting firm.

- 1. **Firm Overview (5%)**: Briefly describe your firm, its officers, and executive management. Explain your company philosophy as a Construction Manager, including any unique aspects of your firm that separate you from your competitors. Factors such as years-in-business and work experience will be considered.
- 2. **Proposed Management Team (20%)**: Furnish an organizational chart for your firm specifically indicating those who will be involved in this project, the amount of time they will be assigned to the project and their specific assignments, resumes, and construction experience. Please include detailed resumes of the on-site management team proposed (both Project Manager and Superintendent).
- 3. **Relevant Construction Experience (20%)**: Specifically identify the top ten (10) most related projects your firm has completed, and include the following information:
  - Project name, location & description
  - Original GMP compared to final cost
  - Original schedule compared to actual completion time
  - Reference for the project with name, address and phone number
- 4. **Proximity to Site (5%)**: Identify the location of the managing <u>home office</u> and it's proximity to this site. Describe how your company would provide adequate supervision, oversight, and involvement from company executives / owners.
- 5. **Approach to CM-at-Risk (10%)**: Describe your general approach to the cost, schedule, quality control, and safety methods for this project as they relate to CM-at-Risk. Describe your firm's project management systems and how your firm intends to provide preconstruction and construction management services. Submit your firm's safety rating on the last 5 projects over \$4 million and your firms overall safety rating.
- 6. **Approach to Warranty (10%)**: Describe your firm's process for responding to warranty issues that may arise and what level of service the owner can expect after project completion and throughout the warranty period.
- 7. Claims History (5%): List all litigations, arbitrations, and mediations in which the firm has been involved in the past ten (10) years and indicate the disposition of each such claim, the name of the owner, and the nature of the claim.
- 8. **Financial Information (10%):** Provide one copy, in a separate sealed envelope marked "FINANCIAL INFORMATION", of a reviewed and/or audited financial statement, balance sheet and income statement for the firm prepared by a certified public accountant. The financial statement must be within 6 months of year end, but in no case more than 18 months old. Provide a compliance letter from your bonding company showing consent to provide 100% Performance and Payment Bonds for your services as a CM. Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of Georgia. The certificate of insurance should be addressed to the City and be dated within 30 days of the RFP due date.

# 9. CM Fees (10%)

- a. **Pre-Construction Services Fee:** Provide a lump sum fee for preconstruction services listed in Attachment "C".
- b. General Conditions Fixed Fee: Provide an itemized listing of General Condition with the associated cost for each item with duration and unit rate following the format indicated on Attachment "C". Basis for calculation should be an 18 month construction schedule with an overall construction phase budget of \$5.5 million that includes CM contingency, CM fixed fee, and CM Overhead and Profit.
- c. **Proposed Percentage Fee for Overhead and Profit**: Contractor shall stipulate a percentage fee for Overhead and Profit on Attachment "D".
- 10. **Local Participation (5%)**: It is requested by the City of Pembroke to encourage local participation of subcontractors and suppliers in this construction project. The CM shall demonstrate their process to provide the opportunity for local subcontractors and suppliers to compete for contracts to provide goods, services, and/or construction.

<sup>\*</sup>Note: Item 9 will be used as a basis for negotiation with the highest ranked firm. In the event that these items cannot be negotiated to mutually acceptable amounts, the Owner will proceed to negotiations with the 2<sup>nd</sup> highest ranked firm.

#### Attachment A

#### **INSURANCE REQUIREMENTS**

Upon Notice of Award, Vendor may submit this form to their insurance agent as this form contains requirements that may be non-standard in the insurance industry.

Contractor shall furnish the City of Pembroke certificates of insurance as follows from company or companies acceptable to the City.

## A. Required Certificates

1. Commercial General Liability Insurance Policy Vendor shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on any "occurrence" basis. The policy shall include contractual liability coverage. The policy purchased by the Vendor must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the City of Pembroke. The policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the limits listed below.

Limits \$1,000,000 per Person \$1,000,000 per Occurrence

2. Business Automobile Liability Insurance Policy

The Contractor shall procure and maintain a Business Automobile Policy with liability limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence or a policy with a combined single limit of not less than \$1,000,000 covering any owned, nonowned, or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits.

3. Workers' Compensation Insurance

Workers' Compensation Insurance in accordance with applicable state laws with the following limits:

Limits

Bodily Injury by Accident-\$500,000 each accident Bodily Injury by Disease -\$500,000 each employee Bodily Injury by Disease-\$500,000 policy limit IF YOUR COMPANY IS EXEMPT FROM WORKERS' COMPENSATION INSURANCE IN ACCORDANCE WITH GEORGIA LAW, PLEASE HAVE YOUR INSURANCE COMPANY SUBMIT A LETTER VERIFYING YOUR EXEMPTION.

- B. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
- C. Certificates shall contain the location and operations to which the insurance applies.
- D. Certificates shall contain Vendor's insurance coverage. If coverage is included in General Liability, please indicate this on the Certificate of Insurance.
- E. Certificates are to be issued to:

City of Pembroke 160 N. Main Street Pembroke, Ga 31321

F. The Contractor shall mail insurance document listed in this form to:

City of Pembroke PO Box 130 Pembroke, Ga 31321

#### Attachment B

#### **ESTIMATED MINIMUM BID PACKAGE LIST**

Site Work

Drainage and

Retention

**Site Utilities** 

Site Lighting

**Site Paving** 

Site Concrete

Cast-in-place Concrete

Masonry

Structural & Miscellaneous Steel

Carpentry

**Building Insulation** 

Doors, Frames & Hardware

Windows, Glass & Glazing

**Overhead Doors** 

Framing, Drywall & Acoustical

**Epoxy Flooring** 

Resilient Flooring & Carpet

Painting & Joint Sealant

Specialties

Signage

**Toilet and Bath Accessories** 

**Toilet Partitions** 

Roofing

Kitchen Equipment

Plumbing

Fire Protection

**HVAC** 

Electrical System (Including low voltage systems)

**Gates and Security System** 

Landscaping

#### Attachment C

# CONSTRUCTION MANAGEMENT PRE-CONSTRUCTION FEE AND CONSTRUCTION PHASE GENERAL CONDITIONS FEE

- 1. Pre-Construction Phase Services
  - a. Estimating
  - b. Subcontractor solicitation
  - c. Scheduling
  - d. Value engineering & constructability reviews
  - e. Design professional services
  - f. Reproduction & distribution of bid documents
  - g. Postage
  - h. Advertising
  - i. Office supplies
  - j. Cost of personnel & associated costs (labor burden, cell phone, vehicle)
  - k. Payroll taxes
  - Bid packages
  - m. Office costs
  - n. Participation in design meetings
  - o. GMP preparation & delivery
- 2. Construction Phase Services (General Conditions)
  - a. Project Management (minimum 1 full-time, on-site project manager)
  - b. Assistant Project Manager
  - c. Project Engineer
  - d. Field Supervision (min. 1 full-time on-site superintendent)
  - e. Assistant Superintendent(s)
  - f. Project Clerical
  - g. Additional Project Personnel
  - h. Development of daily and monthly written reports (Council Meetings are on 2<sup>nd</sup> Mondays of the Month) including a daily log and pictorial records of the project progress.
  - i. Safety and security measures to include all OSHA requirements.
  - j. Performance & Payment Bond
  - k. Payroll Taxes
  - I. Labor Burden
  - m. Builder's Risk Insurance
  - n. Insurance for Construction Manager, personnel, equipment and building
  - o. Temporary office trailer(s) with fully functional lavatory & separate meeting room to accommodate 20 people.
  - p. Office equipment and furnishings, office supplies, telephone, fax, utilities, wireless internet access, drinking water & cups, meeting table and chairs, cleaning supplies, paper towels, toilet paper and any other items necessary to administer the project on-site.
  - q. Vehicles for Construction Manager's staff.
  - r. Installation, maintenance and removal of Temporary Fencing.

- s. Project construction signage.
- t. Temporary sanitation facilities.
- u. Jobsite security
- v. Portable construction heat
- w. Dumpsters, labor, tools, supplies, and disposal fees for daily and final project cleanup.
- x. Building layout including engineers, instruments, and supplies.
- y. All insurance listed in the "General Information" section.
- z. All required permits, fees, and applicable state and local taxes.
- aa. Provide EPD storm water monitoring associated with construction activity.
- bb. All testing as stipulated in the contract documents.
- cc. Travel and living expenses for CM Staff.
- dd. Temporary water, electrical, and other utilities required during the construction phase.
- ee. Temporary lighting.
- ff. Temporary weather protection.
- gg. Printing cost for submittals and close-out documents.
- hh. Monthly progress photos.
- ii. Equipment for site logistics and clean-up.
- jj. Itemize any additional General Condition cost not specified above.

| Pre-Construction Phase Services Fee: \$                  | _ |
|--|---|
|  |   |
|  |   |
| Construction Phase Services Fee (General Conditions): \$ |   |

# Attachment D

# CONSTRUCTION MANAGEMENT SERVICES FEE STRUCTURE

| Overhead & | Profit: | 9 |
|------------|---------|---|
|------------|---------|---|

#### **Alternates and Change Orders**

- 1. Any CM fee for alternates accepted by the owner shall be paid using the percentage stipulated herein.
- 2. Change Orders will only be considered on Owner requested changes and unforeseeable conditions. For all executed change orders (changes in the work), the contract sum, and CM Fee shall be as specified in AIA A201 -2007 General Conditions, Article 7. Delete from paragraph 7.3.7 the words "the Agreement, or if no such amount is set forth in the agreement, a reasonable amount" and insert the paragraph below:
  - A. In AIA A201-2007 General Conditions, paragraphs 7.3.3 and 7.3.7 the allowance for overhead and profit combined, included in the total cost to the owner shall be based on the following:
    - 1) For the Construction Manager, for any work performed by his forces for changes in the work, ten percent (10%) of the costs.
    - 2) For the Construction Manager, for any work performed by his subcontractors for changes in the work, five percent (5%) of the cost due to the subcontractor, or no more than as stated in the CM@ Risk proposal form, whichever is least.
    - 3) For each subcontractor involved, for any work performed by his own forces for changes in the work, ten percent (10%) of the subcontractor's cost.
    - 4) Overhead and profit is to be applied to only those costs identified in AIA A201-2007 General Conditions, paragraph 7.3.7.
    - 5) In order to facilitate checking and verification of change order proposals for both increases and decreases in the contract amount, all change order proposals shall be accompanied by a complete cost breakdown of the items in AlA A201-2007 General Conditions, paragraph 7.3.7 for both the Construction Manager and the subcontractors.
    - 6) The only allowable mark-up for the cost of changes in the work shall be for overhead & profit as stated in subparagraphs above.