

**HOUSING AUTHORITY OF THE CHEROKEE NATION (HACN)
REQUEST FOR SEALED PROPOSALS
CONSTRUCTION MANAGEMENT
AT-RISK SERVICES**

COST PROPOSAL

**NEW CONSTRUCTION HOMES
SOLICITATION 2023-001-1**



HACN Contracts Office: 10/06/2022
Sealed Response Due Date: 10/21/2022

**HOUSING AUTHORITY OF THE CHEROKEE NATION
P.O. Box 1007
Tahlequah, OK 74465
(918)456-5482**

HOUSING AUTHORITY OF THE CHEROKEE NATION (HACN) COST PROPOSAL – NEW CONSTRUCTION HOMES

INTRODUCTION:

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The reservation of the Cherokee Nation (hereinafter “Nation”) covers 14 counties in Northeast Oklahoma.

The Housing Authority of the Cherokee Nation (HACN) is an entity of the Cherokee Nation, a sub-recipient of various federal grants, and a partner in numerous projects funded by the Tribe.

BACKGROUND:

The Cherokee Nation previously requested sealed proposals for Construction Management At-Risk Services from Indian and non-Indian owned firms. Those responses have been reviewed and considered by Cherokee Nation. The previous RFP and response along with this RFP for a project specific cost proposal and the response will be fully incorporated with any subsequent agreement executed with the awarded party.

OBJECTIVE:

The objective of the RFP is to receive cost proposals for the oversight and construction of multiple new housing developments within the Nation. The project will be for multiple housing development locations throughout the Nation and consist of new construction homes with 4 different floorplans. Civil and site infrastructure, including house pads, are to be included.

The HACN is requesting that the CM firm provide an estimated cost per new construction home, site development cost per acre, and similar project history and experience. The estimated cost provided by the CM should be used for establishing CM Fee, General Conditions, Project Requirements, and Cost of Work estimates based on a 12-month period. Complete construction documents include the plans, specifications, structural, mechanical, electrical, and plumbing.

It is the intent of the HACN to solicit and engage a qualified CM firm to start the process of lower tier solicitation and award, and the procurement process for materials and subcontractors in efforts to mitigate any delay of construction once locations are determined.

SCOPE OF WORK:

CM will be responsible for development of lower tier bid packages, conducting pre-bid meetings, engage in descope meetings, prepare lower tier bids for HACN review, then issue lower tier subcontracts and purchase orders.

CM will collect and review submissions and distribute to A&E for review and approval.

CM will provide a construction timeline with bid and develop a legible Gantt chart construction schedule for distribution. CM will maintain and update the schedule throughout the project duration.

Construction Manager will coordinate and submit all Safety Manuals and lower tier Safety Manuals.

Construction Manager will be responsible for coordinating with CN TERO on all bids for the duration of the project.

Construction Manager will conduct progress meetings, provide meeting agendas, and maintain meeting minutes, submittal logs, RFI logs, change logs and daily field reports.

Construction Manager shall provide costs for CM Fee, Cost per Home, Cost per Acre, and Fixed General Conditions for this scope of work based.

Construction Manager will be required to include the scope and costs for all laboratory testing of structural concrete and masonry work.

Construction Manager will be required to include scope and costs for all required site survey and staking of individual building units.

Construction Manager and sub-contractors will be responsible for site security and/or surveillance. HACN will not be responsible for theft or vandalism through duration of project at any of the selected location.

Construction Manager will be required to submit material suppliers' W-9 information and process all pay applications on a monthly basis.

Construction Manager will be responsible to obtain building permits from the Authority Having Jurisdiction and pay the required fees.

Construction Manager will be required to provide 100% Payment, Performance and Maintenance Bonds for full contract amount.

HACN will provide site environmental information, Geo-Tech Report, property legal descriptions and any associated reports required for this scope of work.

MANDATORY INFORMATION TO BE PROVIDED IN RESPONSE:

- A detailed cost estimate that includes cost by phase: General Conditions, Project Requirements and Cost of Work itemizations based on similar project experience.
 - Provide a list of exclusions for any items not provided in the cost estimate.
 - GCs and PRs will not be reimbursed or paid from the Owner's contingencies or allowances.
- Provide an estimated percentage fee for Construction Management services for this project based on the preliminary total project cost estimate created for this RFP and the Projective Narrative with Plans included.
- A preliminary schedule by phase (Pre-construction, Construction, and Warranty/Closeout) for this project.
- A monthly lump-sum fee for pre-construction services with the pre-construction staffing matrix/plan.
- The HACN will not pay for the travel/per diem outside the agreed upon lump sum amount included in project requirements. Please provide a confirmation statement of acceptance for this term.
- The HACN will not pay for staff not working on the project site. Management Staff working in the home office is considered overhead. Please provide a confirmation statement of acceptance of this term.
- Provide a statement outlining how Owner Driven Change Orders will be addressed. State any anticipated mark-up; and identify the markup percentage and how it will be applied.
- A preliminary sequencing plan based on the CDs and narrative included.
- A current projects list that clearly describes the current workload for the entity making this offer. The list must include the CM's role, Project Name, Location, Owner, Architect, the scheduled date of completion and contract amount.
- A statement from the CM firm indicating the address of the home office that will manage the project.
- A project-specific staffing plan for the personnel/team assigned to multiple projects with the anticipated duration of time onsite for each staff member. All employees must be covered under the CM firm's Worker's Compensation, Auto, and General Liability insurance policies.
- Provide an hourly rate sheet with fully burdened hourly rates. List any additional costs not included in the burdened hourly rate for each member included in the staffing plan.
- Include a staffing capabilities matrix addressing the staff members with VDC/BIM experience and capabilities; how QA and QC are verified and managed; the plan for in-house technology methods such as 360 camera documentation, drone mapping, QR code tracking, etc. List the lead staff member(s) for VDC/BIM for this project.

- Provide project-specific itemized templates for General Conditions and Project Requirements. See Attachment B. The templates should include all typical items i.e., labor materials, equipment, supervision, and any outsourced or third-party costs required to perform the proposed work. All cost of work items must be identified with an estimated cost total. Any costs excluded from these lists must be identified i.e., building permits, insurances, SWPPP/NOI, temp utilities, surveying, and materials testing. The proposed GC estimates need to be presented as a fixed monthly cost through each phase. List each staff member with their monthly cost separately.
- All contingencies related to this project will be owner controlled. Any contingency utilization will require a signature from the owner for approval.
- Payment applications will be the only AIA documents used for this project: G702 & G703 formats.
- The CM firm must submit an executed (unaltered/without stipulation) Confirmation and Acceptance of General Terms & Conditions form (**Attachment G of the original RFP**). Any proposed modifications or alterations of this document will be considered a non-responsive condition unless approved by the HACN in writing.
- A completed projects list from each interested CM Firm listing all similar projects completed in the past 10 years. The project agreement must be between the project Owner and the CM Firm that is submitting to this RFP.
- Identify up to 5 projects the proposing firm has completed that are of similar scope to the projects listed in this request.
- Provide the updated EMR and RIR rating for January to December 2021.
- If the responding Construction Manager is planning on self-performing any work, provide a narrative and example of how your firm will bill for self-performed work (if applicable).
- Define the Closeout Process for the project and timeframe.
- Copy of the legal business filing issued by the Office of the Secretary State of Oklahoma validating the entity making this offer is authorized to do business in the state of Oklahoma.
- The CM Firm must submit a copy of the front and back of their TERO Certification issued by the Cherokee Nation indicating the Master skills of Construction-Commercial Management and/or Construction-Commercial/General Contractor to be considered a TERO firm (if applicable).
- Include a sample certificate of insurance evidencing the policies, limits, and applicable endorsements described in the insurance section of this RFP.

VERBAL INSTRUCTIONS:

Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation or HACN employee. Only written communications from the designated Contact Person may be considered a duly authorized expression on behalf of the HACN regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf of the vendor. The same instructions shall apply to any subsequent award and agreement communications.

CONTACT PERSON:

The HACN point-of-contact for the RFP is Erna Reeves, Deputy Executive Director. All communication between any interested Firm and HACN shall be in written format to Erna Reeves at erna.reeves@hacn.org. The subject line of the email communication should state RFP – Construction Management At-Risk Services.

REVIEW AND QUESTIONS:

Firms should carefully review this RFP. Firms shall put these comments and/or questions in writing and submit them to the HACN (Attn: Tonya Lockwood, Contracts Manager) no later than **Friday, October 14, 2022, by 5:00 p.m. CT** by email to tonya.lockwood@hacn.org. In the subject line of email, reference “RFP – Construction Management At-Risk Services Cost Proposal.

ADDENDUM:

Any and all such interpretations and any supplemental instructions will be in the form of written addenda, will be provided no later than **Tuesday, October 18, 2022, by 5:00 p.m. CT**. No interpretation of the RFP requirements will be made to any interested party orally. Failure to receive any issued addendum or interpretation shall not relieve responding party from any obligation contained in RFP document.

TERO CERTIFICATION/INDIAN PREFERENCE INFORMATION:

Previously submitted if applicable

NO OBLIGATION:

This RFP does not obligate the HACN to contract for any services.

CANCELLATION:

The HACN retains the right to cancel, modify or amend the RFP process at any time, at the HACN's sole discretion. The HACN shall not be responsible for costs incurred by firms for proposal preparation or any subsequent requests for additional information.

REJECTION OF SUBMITTALS:

The HACN reserves the right to reject any and all submittals received without penalty.

RFP RESPONSE WITHDRAWAL AND CORRECTION:

A response may be corrected or withdrawn by a written request received prior to the due date.

SUBCONTRACTORS OR JOINT VENTURES:

For any future agreement, the HACN will contract only with the Construction Manager and expects the Construction Manager to perform the work. Any firm that proposes to employ a subcontractor or subcontractors or enter into a joint venture must disclose this information to the HACN prior to agreement execution. The HACN must approve in writing any subcontractor(s) or joint venture. The HACN in giving acceptance assumes no responsibility in connection with the terms of the subcontract or joint venture and their performance will be the responsibility of the Construction Manager.

CONFLICTS OF INTEREST:

Firms submitting a response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm relative to any potential future services with the HACN. The disclosure must be included with the RFP submittal.

CONFIDENTIALITY:

Any information provided by the HACN in respect to this RFP contains proprietary information and is shared on a confidential basis. Any information acquired at the HACN or relating to processes belonging to the HACN included in this RFP shall be kept confidential. The Construction Management Firm agreement to not use in any unauthorized manner or communicate to others any confidential information without the written consent of the HACN and will take such measures as are necessary to require its employees and all approved Subcontractors to maintain complete confidentiality.

MEDIA ANNOUNCEMENTS:

Any and all media announcements pertaining to this RFP, or any subsequent award(s) require the HACN's prior written approval.

OWNERSHIP:

All documents submitted in response to this RFP shall become the property of the HACN and will not be returned to the vendors. Responses received will be retained by the HACN Contracts Department.

INCURRING COSTS:

Any costs incurred by the firm in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the vendor. The vendor is responsible for all costs associated with travel for on-site demonstrations.

SUBMITTAL DEADLINE:

Sealed proposals may be mailed to the Housing Authority of the Cherokee Nation, Attn: Erna Reeves, P.O. Box 1007, Tahlequah, Oklahoma 74465; or sealed proposal may be hand-delivered to the Housing Authority of the Cherokee Nation, Attn: Erna Reeves, HACN Administration Building, 1500 Hensley Drive, Tahlequah, Oklahoma 74464. Sealed proposals must be received by the HACN on or before **October 21, 2022, by 5:00 p.m. CT** to be considered eligible for award. Late submittals will not be accepted. Submittal must be sealed and clearly marked "RFP – Construction Management At-Risk Services Cost Proposal". Sealed responses are to include 1 original, and 3 copies.

SUBMITTALS:

The Response/Proposals should be concise and cover all areas requested in this RFP. All mandatory documents (Attachment A & original RFP Attachment G included in this proposal) and mandatory statements must be included with sealed proposals and all areas of the rating criteria outlined in the EVALUATION AND SCORING section of this RFP must be fully addressed. Response/Proposals should have a Table of Contents and clearly defined sections.

GOVERNING LAW:

The HACN will make this RFP and the successful Construction Manager's response a part of any future contract. This RFP and any subsequent contract and related documents shall be construed under the laws of the United States and where applicable, the Cherokee Nation.

Nothing in this RFP, any subsequent documents or contract or related documents shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this RFP or any subsequent document or contract or related document, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. In the event of any dispute which may affect this Agreement, the Construction Manager agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. The Cherokee Nation will utilize the agreement template included in this RFP for any future award(s). There will be no Arbitration, Mediation or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFP, the Construction Manager agrees to these terms and conditions

LAWS AND REGULATIONS:

The responding firm’s attention is directed to the fact all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in any future contract the same as though written out in full.

Cherokee Nation TERO law and fees are applicable to any future agreement.

TERM:

Any award based on the RFP – Construction Management At-Risk Services and this RFP – Construction Management At-Risk Services will be established in a formal Notice to Proceed Letter stipulating a starting date and final completion date agreed upon by both parties for each separate project. This Notice to Proceed will go from pre- construction through construction completion.

QUALIFICATION OF RESPONDING PARTY:

****Previously submitted and reviewed by Cherokee Nation****

DEBARMENT, SUSPENSION, PROPOSED DEBARMENT & OTHER RESPONSIBILITY MATTERS:

The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The responding party will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

SUMMARY OF INDEMNITY AND INSURANCE REQUIREMENTS FOR ANY FUTURE AGREEMENT

1. These are the Indemnity and Insurance Requirements for Construction Managers and Contractors providing services or supplies to HACN. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by the HACN.
2. You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Construction Manager's and Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to the HACN and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the HACN.
3. The Construction Manager or Contractor shall furnish the HACN with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language impacting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the HACN before work begins. The HACN reserves the right to require full-certified copies of all Insurance coverage and endorsements.

INDEMNIFICATION:

To the fullest extent permitted by law, the Construction Manager or Contractor shall hold harmless, defend and indemnify the HACN and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Construction Manager's and/or Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the HACN.

In claims against any person or entity indemnified under this section by an employee of the Construction Manager, Contractor, or a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Construction Manager, Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

INSURANCE

Before performing contractual services on the behalf of or for the HACN, exact requirements will be provided, and coverage must be verified prior to execution of any future agreement.

The Construction Manager agrees to procure and maintain for the duration of the contract, and for a minimum of ten (10) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Construction Manager, and the Construction Manager's agents, representatives, employees, or subcontractors of any tier.

Minimum Scope and Limit of Insurance:

- **Workers' Compensation and Employer's Liability**
 - Part One:
 - Workers' Compensation – Statutory Limit
 - Part Two:
 - Employer's Liability – Primary Limits of Liability
 - Bodily Injury by Accident, each accident \$1,000,000
 - Bodily Injury by Disease, each employee \$1,000,000
 - Bodily Injury by Disease, policy limit \$1,000,000
- **Commercial General Liability Insurance – Primary Limits of Liability**
 - General Aggregate \$10,000,000
 - Products/Completed Operations Aggregate \$10,000,000
 - Personal/Advertising Injury \$5,000,000
 - Each Occurrence Limit \$5,000,000
 - Fire Damage Legal Liability (any one fire) \$100,000
 - Medical Payments (any one person) \$10,000
 - Products/Completed Operations Tail - 10 years/Statute of Limitations
 - Aggregate limits shall apply separately to this project
 - HACN, its officers, officials, employees, and volunteers are to be covered as additional insureds
- **Auto Liability – Primary Limits of Liability**
 - Combined Single Limit \$10,000,000
 - Coverage applicable to Any Auto (Symbol 1)
 - HACN, its officers, officials, employees, and volunteers are to be covered as additional insureds

- **Umbrella / Excess Liability Limits** – minimum total limits of liability for each of the policies listed above. Required minimum limits may be satisfied by a combination of umbrella and/or excess liability policy(ies). NOTE: Higher Limits Strongly Preferred.
 - Each Occurrence Limit \$10,000,000
 - Annual General Aggregate Limit \$10,000,000
 - Following form of underlying insurance, and be endorsed as necessary such that the coverage provided by the Umbrella/Excess is at least as broad as the underlying insurance
 - Limits may be satisfied by combination with appropriate Umbrella/Excess liability policy

With respect to the liability insurances specified above, and for claims related to this project, Construction Manager’s insurance coverage shall be primary insurance coverage in respect to other insurance available to the HACN, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the HACN, its officers, officials, employees, or volunteers shall be excess of the Construction Manager’s insurance (including Construction Manager’s umbrella and excess liability policies) and shall not contribute with it.

- **Builders Risk** – insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name the HACN as a loss payee as their interest may appear.
Professional Liability – with limits no less than \$10,000,000 per occurrence or claim, and \$10,000,000 policy aggregate
- **Construction Manager’s Pollution Legal Liability** and/or Errors and Omissions with limits no less than \$10,000,000 per occurrence or claim, and \$10,000,000 policy aggregate

Deductibles. Any Deductibles or Self-Insured Retentions are the sole responsibility of the Construction Manager and must be declared to and approved by the HACN.

Waiver of Subrogation. Construction Manager agrees to waive rights of subrogation which any insurer of Construction Manager may acquire from Construction Manager by virtue of the payment of any loss. The Construction Manager agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the HACN for all work performed by the Construction Manager, its employees, agents and subcontractors.

The Construction Manager shall include in the proposal a sample certificate of insurance evidencing the policies, limits, and applicable endorsements described above.

SECURITY FOR FAITHFUL PERFORMANCE FOR ANY FUTURE AGREEMENT:

Simultaneously with delivery of the signed contract, the Construction Manager shall furnish a surety bond or bonds as specified. Corporate sureties offered for bonds furnished with contracts performed for the HACN must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies." Before any work is commenced, the Construction Manager shall obtain a performance bond and payment bond to guarantee the faithful performance of this contract and payment for all labor and materials used in the work each in the full amount of the Contract price in a form and with sureties satisfactory to the HACN. The HACN will accept an irrevocable letter of credit from an established institution in lieu of the above bonds. This shall remain in effect until final acceptance by the HACN.

BONDING REQUIREMENTS FOR ANY FUTURE AGREEMENTS:

Minimum requirement for bonding and insurance shall be as follows:

- a) A performance bond on the part of the Construction Manager for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Construction Manager's obligations under such contract.
- b) A payment bond on the part of the Construction Manager for 100 percent (100%) of the contract price. A "payment" bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- c) A maintenance bond may be required by the HACN based on the project. The HACN may request the Construction Manager provide the percentage/fees for a maintenance bond for a specific project. A "maintenance" bond is one executed to make sure the Construction Manager remedies any defects, or the owner is compensated for any defects that may have occurred throughout the construction project.

NOTE: The payment and performance bonds will only be required of the successful Construction Manager but must be in full effect before any work is done. The date of the bonds must not be prior to the date of the Contract. If the Construction Manager is a partnership, all partners must execute the bonds.

Corporate sureties offered for bonds furnished with contracts performed for the HACN must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

AVAILABILITY OF FUNDS:

Any future contract awarded as a result of this RFP is contingent on the appropriation of funds. A contract award may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. This vendor will be notified in writing of such terminations. The vendor will accept, as final, the HACN's decision as to whether sufficient appropriations and authorizations are available.

LEGAL REVIEW:

The HACN requires that all vendors agree to be bound by the general requirements contained in this RFP. Any vendor concerns must be properly brought to the attention of Tonya Lockwood, Contracts Manager.

CONTRACT TERMS AND CONDITIONS:

The contract between the HACN and the vendor will follow the standard format of the HACN. The proposed sample agreement was included in the RFP – Construction -Management At-Risk Services.

RIGHT TO WAIVE MINOR IRREGULARITIES:

The RFP Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The HACN reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The HACN reserves the right to accept or reject any and all proposals received and to negotiate with the responding firm regarding the terms of their proposals or parts thereof. The HACN reserves the right to award any future contracts in the best interests of the HACN.

WARRANTY PERIOD FOR ANY FUTURE AGREEMENT:

The Construction Manager warrants that work performed under awarded contract conforms to all requirements and is free of any defect in equipment, material, design, or workmanship performed by the Construction Manager or any Subcontractor. This warranty shall continue for a period of one year from the date of final acceptance of the work. The Construction Manager shall remedy at the Construction Manager's expense any failure or defect within the one-year warranty period.

PROMPT PAYMENT FOR ANY FUTURE AGREEMENT:

The successful firm agrees to pay all sums due to subcontractors, laborers and material suppliers within ten (10) days of receipt of payment by the HACN.

EVALUATION AND SCORING:

The proposals previously submitted to the RFP- Construction Management At-Risk Services have been reviewed and rated based on the specific criteria stated in that document.

The rating for this portion of the project, responses to RFP – Construction Management At-Risk Services – Cost Proposal will be in addition to those rating criteria previously stated.

The Evaluation Committee will review the RFP submittals based on the following criteria for each stated project. Each criterion must be fully addressed and included in the RFP submittal:

Criteria	Points
<ul style="list-style-type: none"> • Cost Proposal (Attachment A of this RFP) 	50
<ul style="list-style-type: none"> • Mandatory Information/Statements as listed in section titled MANDATORY INFORMATION TO BE PROVIDED IN RESPONSE: 	30
<ul style="list-style-type: none"> • Firm Experience and Timeline for Work Completion 	10
<ul style="list-style-type: none"> • TERO or Indian Preference 	10

Acknowledgement of Receipt/Inclusion of Addendums

RFP Construction Management At-Risk Services – Addendum 01 - _____
Initials of Authorized Individual

RFP Construction Management Cost Proposal _____
Initials of Authorized Individual

The Evaluation Committee may ask for additional details and/or request a presentation.

ATTACHMENT A

COST PROPOSAL – New Construction Homes

**MANDATORY FORM – MUST BE INCLUDED WITH RFP
RESPONSE**

**COST PROPOSAL
HOUSING AUTHORITY OF THE CHEROKEE NATION
NEW CONSTRUCTION HOMES**

The following cost proposal is to be based on the following:

Construction Manager Fee Percentage: \$ _____

Monthly General Conditions: \$ _____

Monthly Pre-Construction Fees: \$ _____

Cost per Construction of New Home: \$ _____

Cost per Acre for Site Development: \$ _____

Monthly Project Requirement/Cost of Work Fees: \$ _____
(See attachment B for itemization to be included in sealed proposal)

Owner Driven Change Order Fee Percentage: \$ _____

The listed fees are to represent the best and final offer from the responding party.

Print Name of Authorized Individual

Title

Company

Signature of Authorized Individual

Date

ATTACHMENT B

OUTLINE OF GENERAL CONDITIONS, PROJECT REQUIREMENTS, COST OF WORK ITEMS TO BE COVERED IN PROPOSAL AMOUNTS

GENERAL CONDITIONS:

The following outline shall be used as the basis for establishing the Construction Manager's Fixed General Conditions

GENERAL

ALL COSTS OF THE HOME/LOCAL OFFICE	General Conditions
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PRECONSTRUCTION

ESTIMATING STAFF	General Conditions
ADMINISTRATIVE STAFF/SECRETARY	General Conditions
TRAVEL & ENTERTAINMENT	General Conditions
COMPUTER HARDWARE/SOFTWARE	General Conditions
OFFICE SUPPLIES	General Conditions
POSTAGE & SHIPPING	General Conditions

PROJECT MANAGEMENT

PROJECT EXECUTIVE/DIRECTOR	General Conditions
PROJECT MANAGER	General Conditions
PROJECT ENGINEER	General Conditions
TRADE/DISCIPLINE/TERO COORDINATOR	General Conditions
DOCUMENT ENGINEER/BIM MODEL PERSON/DIGITAL SOFTWARE	General Conditions
CONTRACT MANAGEMENT	General Conditions
PROJECT CLERICAL	General Conditions
PROJECT ACCOUNTING	General Conditions
ACCOUNTING PROCESSING	General Conditions
SUBCONTRACTOR /VENDOR PAYABLE	General Conditions
SUPERINTENDENTS (PROJECT/GENERAL)	General Conditions
QUALITY	General Conditions

TRAVEL & OUT of TOWN EXPENSES

LUMP SUM TO BE BILLED AGAINST	General Conditions
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SAFETY

SAFETY PROGRAM & TESTING	General Conditions
SIGNAGE	General Conditions
PROJECT CONSUMABLES (PPE)	General Conditions

GENERAL CONDITIONS:

The following outline shall be used as the basis for establishing the Construction Manager's Fixed General Conditions

DRUG TESTING	General Conditions
FIRST AID SUPPLIES	General Conditions

FIELD OFFICE & EQUIPMENT

FIELD OFFICE TRAILER RENT	General Conditions
FIELD OFFICE EQUIPMENT	General Conditions
TRAILER AND COMPOUND INSURANCE	General Conditions
OFFICE EQUIPMENT	General Conditions
COMPUTERS/HARDWARE/SOFTWARE	General Conditions
FIELD OFFICE SUPPLIES	General Conditions
POSTAGE & SHIPPING	General Conditions
COURIER SERVICE	General Conditions
ICE/WATER/CUPS/BEVERAGES FOR WORKERS	General Conditions
TELEPHONE/DATA SYSTEM/SERVICE	General Conditions
CELLULAR PHONES	General Conditions
REFUNDABLE DEPOSITS	General Conditions

PROJECT DOCUMENTATION

PRODUCTION DRAWINGS & PRINTING	General Conditions
ONSITE PRINTING	General Conditions
DIGITAL PLAN MANAGEMENT	General Conditions
MONTHLY AIERIAL PHOTOS & PROGRESS PHOTOS	General Conditions
PROJECT CLOSEOUT DOCUMENTS	General Conditions
AS-BUILT DRAWINGS	General Conditions
DOCUMENT SCANNING/ARCHIVING	General Conditions

TEMPORARY FACILITIES

TRAFFICE CONTROL	General Conditions
ALL MOBILIZATION/DEMOBILIZATION	General Conditions
FIELD OFFICE SET-UP	General Conditions
MAINTENANCE & CLEANING OF FIELD OFFICE	General Conditions
STORAGE TRAILERS	General Conditions

GENERAL CONDITIONS:

The following outline shall be used as the basis for establishing the Construction Manager's Fixed General Conditions

REPAIR STREETS, CURBS, WALKS (UNLESS PART OF SOW)	General Conditions
TEMPORARY ROADS	General Conditions
TEMPORARY STAIRS & LANDINGS (FIELD OFFICE)	General Conditions
JOB SIGNS	General Conditions
TEMPORARY SIGNAGE	General Conditions
COMMUNICATION SYSTEM	General Conditions
FIELD COMMUNICATION	General Conditions

TEMPORARY UTILITIES

TEMPORARY TOILETS	General Conditions
SANITARY SUPPLIES	General Conditions

CONSTRUCTION MANAGER EQUIPMENT & TOOLS

SMALL TOOLS	General Conditions
SUPPLIES & CONSUMABLES	General Conditions

OTHER

DATA PROCESSING	General Conditions
INCENTIVE COMPENSATION	General Conditions
INSURANCE INCENTIVES	General Conditions
PARTNERING EXPENSES	General Conditions
WARRANTY WORK COSTS OF CONSTRUCTION MANAGER	General Conditions
WARRANTY WALK COSTS OF THE CONSTRUCTION MANAGER	General Conditions
PUNCHLIST LABOR & COSTS OF CONSTRUCTION MANAGER	General Conditions
BUILDING COMMISSIONING SERVICES	General Conditions

PROJECT REQUIREMENTS:

The following outline shall be used as the basis for establishing the Construction Manager's Project Requirements.

GENERAL

PERMIT COSTS/PLAN CHECK FEES	Project Requirements
TESTING	Project Requirements

FIELD ENGINEERING

PRIMARY CONTROL ONLY	Project Requirements
ADDITIONAL ENGINEERING LAYOUT	Project Requirements

FIELD OFFICE & EQUIPMENT

TELEPHONE/DATA INSTALLATION	Project Requirements
TEMPORARY UTILITIES - OFFICE COMPOUND	Project Requirements

TEMPORARY FACILITIES

PERSONNEL/MATERIAL LIFT	Project Requirements
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TEMPORARY UTILITIES

TEMPORARY ELECTRIC SERVICE FOR FIELD OFFICE COMPOUND	Project Requirements
TEMPORARY WATER	Project Requirements

MATERIAL & LABOR STAGING

STORAGE FACILITIES (ON/OFF SITE) - CONSTRUCTION MANAGER	Project Requirements
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CLEAN-UP

TRASH CHUTES	Project Requirements
TRASH CONTAINERS & BUGGIES	Project Requirements
RECYCLING REQUIRED BY CONTRACT	Project Requirements

CONSTRUCTION MANAGER EQUIPMENT & TOOLS

CM OWNED EQUIPMENT RENTAL (UP TO 100%) OF VALUE	Project Requirements
THIRD-PARTY EQUIPMENT RENTAL	Project Requirements
FUELS/LUBRICANTS/REPAIRS	Project Requirements
FREIGHT	Project Requirements

PROJECT REQUIREMENTS:

The following outline shall be used as the basis for establishing the Construction Manager's Project Requirements.

OTHER

TERO FEES	Project Requirements
JOB FAIRS	Project Requirements

INSURANCE

GENERAL LIABILITY	Project Requirements
WORK COMP	Project Requirements
AUTOMOBILE	Project Requirements
BONDS	Project Requirements
SUBCONTRACTOR BONDS	Project Requirements
BUILDERS RISK	Project Requirements

COST OF WORK:

Cost should be included in the subcontractor bid package and not exceed the bid price.

TEMPORARY UTILITIES

TEMPORARY ELECTRIC SERVICE FOR CONSTRUCTION	Cost of Work
TEMPORARY LIGHTS & WIRING FOR CONSTRUCTION USE	Cost of Work
TEMPORARY HEAT & EQUIPMENT (COLD WEATHER)	Cost of Work

TEMPORARY PROTECTION

PROTECT STORED MATERIALS	Cost of Work
PROTECT NEW WORK	Cost of Work
PROTECTION OF EXISTING FACILITIES	Cost of Work
WEATHER PROTECTION	Cost of Work

MATERIALS & LABOR STAGING

STORAGE FACILITIES (ON/OFF SITE) - SUBCONTRACTOR	Cost of Work
TRANSPORTATION & HANDLING	Cost of Work
MOBILE CRANE AND LIFTS	Cost of Work

CLEAN UP

DAILY CLEAN UP	Cost of Work
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CONSTRUCTION MANAGER EQUIPMENT & TOOLS

SCAFFOLDING AND STAGES	Cost of Work
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OTHER

	Cost of Work
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**Agreement to sign Housing Authority of the Cherokee Nation
Agreement for any future projects**

Mandatory

ATTACHMENT G OF ORIGINAL RFP



**HOUSING AUTHORITY OF THE CHEROKEE NATION
PO BOX 1007
TAHLEQUAH, OK 74465
(918) 456-5482**

CONFIRMATION AND ACCEPTANCE OF GENERAL TERMS & CONDITIONS

This signed document is confirmation that the sample Cherokee Nation agreement with terms and conditions (template 001) has been fully reviewed.

It is understood, any future construction management opportunity will be awarded with a formal notification from the Housing Authority of the Cherokee Nation including an agreement with terms and conditions as listed in the sample, but with project specific information.

It is understood, to receive a project from the Housing Authority of the Cherokee Nation, the provided agreement along with any other required documentation such as current insurance certificates and bonds, must be signed and returned to the Housing Authority of the Cherokee Nation within 10 days of notification.

It is understood, failure to comply with the requirements in the formal notification will result in the award nullification.

I certify as a duly authorized person of the company listed below that I have reviewed and accept the sample terms and conditions for any agreements associated with this RFP.

Company Name

Authorized Signature

Date

Printed Name

Title