

**TULE RIVER INDIAN TRIBE
CASINO REPLACEMENT PROJECT
Porterville, California**



Request for Proposal

TRTC-20-2020

**Pre-Construction and Construction Services
Fee, General Conditions (GC's) and General Requirements (GR's)**

Issued by:

Tule River Indian Tribe of California
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Owner's Representative:

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Issue Date :

December 30, 2019

Response Due:

January 19, 2020

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SECTION 1 – INVITATION TO BID FOR PRECONSTRUCTION AND CONSTRUCTION SERVICES

1.1 Fee and General Conditions/General Requirements Proposal:

The Tule River Indian Tribe of California ("TR"), a Federally recognized Indian Tribe (the "Owner"), is seeking written proposals ("Proposals") in response to this Request for Proposal ("RFP") from qualified general contractors ("Proposers") to provide Pre-Construction Services and Construction Services for The Tule River Casino & Hotel Project located within the reservation of Tule River Indian Tribe in Porterville, CA (the "Project"). The Project delivery method will be a collaborative team approach commencing upon the execution of a contract (the "Agreement") for Pre-Construction Services and Construction Services with the selected Proposer. The Pre-Construction Services under the Agreement would conclude at development of a Guaranteed Maximum Price ("GMP"). Owner's acceptance of the GMP would be memorialized in a GMP Amendment to the Agreement, upon which the Construction Services will proceed.

The timeline for the RFP process and award is anticipated to be as follows:

- December 30, 2019 – Request for Proposal packages issued to Proposers
- January 6 – 9AM to 11 AM – Pre-proposal meeting at the site.
- January 10, 2020 – Final date for submittal of Proposer questions
- January 14, 2020 – Final Addendum issued to Proposers
- January 22, 2020 – Proposals due to Owner
- Week of February 3, 2020 - Date(s) to be determined – Contractor interviews (at Owner's sole discretion)
- February 14, 2020 – Owner selection process for final evaluation of Proposals
- February 18, 2020 – Owner to issue a Letter of Intent to Contractor for Agreement.

The Owner reserves the right to modify or cancel the above timeline at its sole and absolute discretion. Clarifications or changes to the contents of the RFP or to the timing of the RFP process will be made via a written addendum posted on the Tule River website (<http://tulerivertribe-nsn.gov/rfp/>).

Proposers shall scrutinize the available information and shall at once report any errors, inconsistencies, or omissions discovered. Clarification or interpretation of the available information shall be made via email to the Owner's designated representative, Robert Martinez rxm@summit-pm.com.

Under no circumstances shall any attempt be made to contact any other representative of the Owner, the Architect or any of the Owner's or Architect's project consultants. Should it be reported and established that contact outside the designated representative was solicited either directly by a participating Proposer or indirectly via a vendor or subcontractor representing the Proposer, the Owner may eliminate the Proposer from the RFP process and reject their Proposal in its entirety.

SECTION 2 – PROJECT DESCRIPTION

2.1 General Project Scope

The Tule River Indian Tribe currently owns and operates the Tule River Eagle Mountain Casino (EMC) on the Reservation in Porterville, Tulare County California. The tribe is planning to replace its current casino gaming and related facilities and construct a new casino, a hotel, and an events center on currently undeveloped tribal land adjacent to Porterville Airpark (see attached aerial). During construction, the existing facility will maintain usual operations.

In response to market demand, the Tule River Indian Tribe has engaged the services of various design professionals lead by Summit Project Management and an Architectural firm To-Be-Determined to initiate a study and conceptual design for the new casino and hotel to accommodate patron needs on the new project site. The project, identified

herein as the “Tule River Indian Tribe Casino & Hotel Project”, has entered the stage where the Owner is seeking proposals from invited and qualified general contractors (Proposers) for Pre-Construction and Construction Services.

In addition to various design consultants, the Owner has engaged the services of a professional consultant to produce the Environmental Impact Statement (EIS). The study is complete and publically available for review at <https://www.tulerivereis.com/>. The environmental process may also impact execution of the Agreement at the Owner’s sole and absolute discretion.

The Project’s building program area summary, as initially defined during the EIS Phase, but further refined by the subsequent budget planning phase, is as follows (Square Footage is approximate):

• Casino	189,900 SF
• Hotel	110,497 SF
• <u>Events Center</u>	<u>25,000 SF</u>
• TOTAL	325,397 SF

The Project consists of, but is not limited to the following major components:

Casino:

- Gaming space to accommodate:
 - 1,750 machines on Main Gaming Floor
 - 20 table games

Food & Beverage amenities:

- Buffet with action stations
- A small fine dining restaurant
- A Bakery/Deli
- A sports bar grill concept
- Ancillary service bars

Other:

- 165-room, 10-suites hotel with Fitness and Pool
- 25,000 sq. ft. Event Center
- Gift Shop/Retail Areas
- Approximately 2,100 on-site vehicle surface parking

The total developed site area is approximately 40 acres.

The total hard construction budget is anticipated to be approximately \$130 Million.

The Concept Plan prepared by HBG Architecture, dated 10/25/2016), and approved by the Owner, as well as Site Vicinity Map and Aerial Photo, Conceptual Site Plan, Geotechnical Report to be provided at a later date.

2.2 Design Status

The Owner is in the process of selecting an architectural firm. The Owner and Project Architect will commence the process of completing the Master Planning, followed by Schematic Design Phase in second (2nd) quarter of 2020. The design timeline has not been finalized, but can be assumed to be as defined in the “GC Staff Loading” tab of the General Conditions/General Requirements spreadsheet provided with the RFP package.

Due to possible schedule adjustments related to design the process, Proposers are to base their pricing for both Pre-Construction Services GC's and Construction Services GC's/GR's on the timeline provided and the Project scope as defined below. Do not assume an expedited or re-phased design timeline in your RFP response.

For anticipated phasing of design entities, refer to the timeline included in the "GC Staff Loading" tab of the General Conditions/General Requirements spreadsheet provided with the RFP package with the following anticipated milestones:

• Architect begin Conceptual/Master Plan Document	1/15/2020
• Conceptual /Master Plan Documents Issued	3/1/2020
• 100% SD Issued	5/15/2020
• Begin Pre-Construction Services	5/15/2020
• GC SD Estimate Complete	6/22/2020
• 100% DD Issued	8/3/2020
• GC DD Estimate Complete	9/7/2020
• CP #01 Underground and Foundations Package and 50% CDs Issued	11/01/2020
• GC Initial GMP based on above CP#1 Package/50% CDs	12/07/2020
• CP #01 Begin Construction	12/15/20
• 85% CP #02 Core & Shell Package Issued	1/4/2021
• GC CD Final GMP based on 85% CDs	2/8/2021
• Begin Construction on CP #02 (Pre-Con Services End)	2/15/2021
• CP #03 Finishes / 100% CD's Issued	2/15/2021
• Substantial Completion	4/11/2022
• Final Completion (Close-out Phase Ends)	7/14/2022

The Project Schedule with Design Deliverable Focus is attached to this RFP.

SECTION 3 – PROPOSAL INTENT and FORMAT

3.1 Proposal Intent

The objective of this RFP is to solicit proposals for Pre-Construction Services/Fee, Construction Services General Conditions /General Requirements/Fee, Contractor's Fee, Insurance Fee and Contractor's Contingency from suitably qualified general contractors. Upon completion of the RFP process, the Owner will determine, at its sole and absolute discretion, the most qualified Proposer at which time it is anticipated that the Owner and Contractor will enter into the Agreement. After development and acceptance of a GMP, the Owner, again at its sole and absolute discretion, will advise the Proposer of its intent to move forward with the execution of the GMP Amendment and commencement of the Construction Services including options to award critical Construction phase subcontracts.

The Owner will instruct the Proposer to develop the GMP in conjunction with which certain construction-critical activities could commence as authorized by the Owner.

At present, it is anticipated that the following incremental CD-level Design Packages would be produced in preparation for use in developing the GMP:

- CP #01 – Underground and Foundations Package
- CP #02 – Core & Shell Package
- CP #03 - Finishes

After negotiation and acceptance, in Owner's sole and absolute discretion, of the GMP, and based upon subsequent issuance and bidding of Construction Documents as itemized above, the parties will execute a GMP Amendment to the Agreement (as defined in the Agreement and subject to its terms). Subsequently, following subcontractor bidding, the Proposer would continue for the balance of the Construction period to the extent authorized by the Owner.

During the pre-construction period, the Contractor will be required to provide estimates of construction costs as the design is developed, engage and manage input from specialty subcontractors, engage and manage early procurement packages, suggest alternative forms of construction/ value-engineering to assist the designers in maintaining the budget, produce project schedules, including a comprehensive design/buyout/construction schedule and updates thereto, advise on the constructability of the design, advise on the aspects which will provide a low maintenance building and generally provide construction advice during the design process to assure that the project time, cost and quality objectives are met. A more detailed definition of the scope for Pre-Construction Services is included in the Agreement.

As discussed below, Owner is considering implementing either an Owner Controlled Insurance Program (OCIP) or Contractor Controlled Insurance Program (CCIP) for the Project. As set forth in more detail in the Agreement, Contractor will be required to utilize the Standard Insurance Program during the Preconstruction Phase Services. Owner will have the election, which it may exercise in its sole and absolute discretion, to require Contractor and all Subcontractors to utilize the OCIP, or CCIP, upon execution of the GMP Amendment and commencement of the construction phase of the Project. Accordingly, the development of the GMP, and all bidding in connection therewith, will require Contractor and all Subcontractors to include line item amounts for the cost of insurance under each alternative: (i) use of the Standard Insurance Program; and (ii) use of the OCIP or CCIP. Owner retains the right to elect either the Standard Insurance Program or OCIP/CCIP for the construction phase of the Project regardless of the anticipated cost savings, if any, associated with the OCIP/CCIP alternatives.

Furthermore, Owner intends to take advantage of its tax exempt status with respect to the procurement of all materials, fixtures, machinery and equipment incorporated into the Project. This will require that Owner directly accept delivery of such materials, fixtures, machinery and equipment on Tribal property pursuant to the California Sales and Use Tax Exemption Procedure, included as Exhibit J to the attached Owner-Contractor Agreement. Contractor will be required to fully cooperate with and assist Owner in the implementation of the California Sales and Use Tax Exemption Procedure so as to allow Owner the full benefit of its tax exempt status with respect to all materials, fixtures, machinery and equipment, as set forth in more detail in the Agreement.

3.2 **Proposal Format:**

Proposers shall provide a comprehensive, precise proposal, separated by tabs and bound together in the order listed below. Proposal binders should be limited to approximately fifty (50) standard letter-sized pages. Tabular-sized pages are acceptable where a larger sized format is necessary to provide better legibility.

TAB 1 – COVER LETTER & RFP PROPOSAL FORM

- Cover Letter – single page, on Proposer's letter head, referencing project title, proposal date, Proposer's contact person with complete contact information (address, phone/cell numbers, e-mail, etc.).
- RFP Proposal Form, complete in its entirety and properly executed by an authorized representative of your company.

TAB 2 – GENERAL CONTRACTOR QUESTIONNAIRE (see separate form)

- Please complete the attached General Contractor's Questionnaire form in its entirety. Incomplete information may result in disqualification from the selection process. Additional collateral material may be submitted only if it will provide a clearer indication of your firm's relevant experience with projects of type, and scope of work specified by this RFP.

TAB 3 – COMPANY BACKGROUND and SIMILAR EXPERIENCE

- Describe your company, with particular emphasis on your general philosophy towards doing business, including ownership structure, length of time in business, number and mix of employees, service area(s) of construction, bonding capacity, financial stability, safety, etc.
- Provide details regarding your experience in performing pre-construction and construction services related to Gaming/Hospitality facilities of a similar scope and complexity. If a referenced project was completed for a Tribal entity, please so indicate. Provide the scope of work performed directly by your firm on the project including the number of staff and duration of construction.
- Provide details of at least 5 similar projects completed within the last 10-years including the following details pertinent to each project:
 - Project name, location and Owner
 - Project description including square footage, number of rooms, schedule duration and date completed
 - Owner contact information including valid telephone number and e-mail
 - Architect contact information including valid telephone number and e-mail
 - Project value – Original Bid/GMP vs. final contract
 - Contract Form – Hard Bid, Negotiated, Design-Build, GMP, etc.

TAB 4 – LOCAL PRESENCE & TRIBAL EXPERIENCE

- Describe your company’s experience and history in working as a local presence in the project’s vicinity (San Joaquin Valley).
- Include pertinent information regarding your company’s relationship with the local vendors and subcontractors, including company philosophy towards maximizing involvement of local business entities, including qualified Disadvantaged Business Enterprises (DBE’s).
- Describe your company’s experience in working directly with Tribal Enterprises similar to the Tule River Indian Tribe.
- The Basis of Design for this project includes California Title 24 – 2016 Code. Describe your company’s experience working with this code.

TAB 5 – SPECIFIC PROJECT APPROACH

- Based upon documents provided with the RFP and your understanding of the project scope, describe, in detail, your approach towards maximizing the success of the project.
- Using documents provided with the RFP, provide preliminary staging plans showing how you would phase construction.
- Describe specific differentiators that would separate the success and performance of your firm in comparison to your competitors.

TAB 6 – ORGANIZATIONAL CHART

- Provide an Organizational Chart showing the staff structure proposed for Pre-Construction and Construction phases. Identify each position by “Title” and include a name where an individual employee is being proposed.
- Identify key personnel who are best suited for the Project, the role each would play, anticipated availability, and extent to which they would be devoted full time to the Project against the anticipated schedule for the Project.
- Indicate graphically how the “Chain-of-Command” will flow with respect to inter-departmental staff assignments.
- Describe the role that each position will play with respect to the Project.
- Indicate whether the position will be “on-site” at the Project or “off-site” at the home office.
- Provide current resume’ data for project staff committed to be assigned to the Project. Resume’ data should include detailed information regarding the individual’s experience with projects of similar scope.

TAB 7 – PROJECT ADMINISTRATION and CONTROLS

- Describe your firm's established approach towards managing the success of the project, both with respect to the Pre-Construction and Construction phases including the following:
 - **Estimating –**
 - ✓ As described above, a process has been defined in the RFP whereby a Guaranteed Maximum Price (GMP) will be arrived at while Construction Documents are being finalized. The Owner and Contractor would enter into a GMP Amendment to the Agreement upon establishing the GMP.
 - ✓ Please indicate your familiarity with this process, comment on its appropriateness for this Project, clarify any suggested modifications to enhance the Project goals, and affirm your commitment by providing a detailed narrative describing how you would implement this process in accordance with the requirements of the Agreement.
 - ✓ Describe the process for ensuring that the bidding process maintains complete transparency.
 - ✓ Describe the process that you will incorporate to assist the Owner and Architect in maintaining budget as compared to design.
 - ✓ Describe your philosophy and methodology regarding establishing and using contractor contingencies, including recommended percentages to be included in SD, DD and CD/GMP stages.
 - **Construction Management –**
 - ✓ Describe your company's established approach with respect to maintaining project controls during construction. Include specific information how you intend to keep the Project on schedule and well organized.
 - ✓ Describe your company philosophy with respect to managing subcontractors.
 - ✓ Describe your company's scheduling system.
 - ✓ Describe specific construction management systems to be utilized to interface with the Owner and Architect during construction.
 - ✓ Describe how your company manages Document Control during the Pre-Construction and Construction phases.
 - ✓ Describe how the cost of the Contractor's project control and management systems are normally recovered on a project.
 - **Safety –**
 - ✓ Describe in general the specific process utilized by your company to maintain a safe working environment.
 - ✓ Describe how the Project will be staffed with respect to site-specific safety management.
 - **Cost Control –**
 - ✓ Describe your company's cost control system and process and explain how it will be implemented to maintain budget during the Pre-Construction and Construction phases.
 - ✓ Describe the process to keep the Owner informed of current and projected costs.
 - **Quality Control –**
 - ✓ Describe the process utilized by your company to manage quality control.
 - **Building Information Modeling –**
 - ✓ Describe your company's abilities to implement Building Information Modeling (BIM) for a project of similar scope and scale as the Project. Indicate how many projects you have implemented this technology on and in what manner. Comment on its appropriateness for this Project, clarify how it might be best utilized to enhance the Project goals, and provide a detailed narrative describing how you would implement this process.

- ✓ Describe whether management of your BIM process would be performed in-house or via an outside consultant.
- ✓ Describe to what extent subcontractors will be involved in the BIM process.
- ✓ Describe how the cost of the Contractor's BIM systems and activities are recovered on a project.

TAB 8 – PRE-CONSTRUCTION GC's/FEE – CONSTRUCTION GC's/GR's/FEE

- Provide detailed breakdowns for General Conditions and General Requirements anticipated as necessary to provide full Pre-Construction and Construction Services for the complete Project period based on the intent of design and construction described herein in the RFP.
- The quoted values for Pre-Construction GC's/Fee and Construction GC's/GR's/Fee are to be itemized separately and are to be considered as “stand-alone” values.
- In responding to the RFP, Proposers must base their pricing on the design and construction timeline as defined in the “GC Staff Loading” tab of the General Conditions/General Requirements spreadsheet provided with the RFP package.
- In responding to the RFP, Proposers must use and submit quoted values for Pre-Construction GC's and Construction GC's/GR's using the Excel spreadsheet included with the RFP package. PDF copies of the spreadsheet are not acceptable. The spreadsheet must be fully utilized to transparently show the man-power allocated as well as hourly and unit cost rates applicable to each line item. The intent of this requirement is to provide a transparent itemization of how each Proposer plans to staff and price the RFP.
- To aid in defining “General Conditions” and “General Requirements” and how each is defined to apply to the scope requested in this RFP, a “Responsibility Matrix” has been provided for both Pre-Construction/Construction GC's and Construction GR's. The intent of the “Responsibility Matrix” is to clarify which costs will be reimbursed and which will not.
- Any General Condition item listed in the matrix must be included in the value quoted for General Conditions and allocated as defined in the matrix. Similarly, any General Requirement item listed in the matrix must also be included in the value quoted for General Requirements and allocated as defined in the matrix.
- General Conditions (GC's) are generally defined as those “non-construction” costs applicable to administrative staff and associated support (office staff and office support services).
- General Requirements (GR's) are generally defined as “construction-related” costs applicable to non-administrative construction staff and associated support of physical construction (if physical construction was not under way, the General Requirement item would not be required).
- The Fee is to be stated separately as a percentage of the Pre-Construction Services GC's and Construction Services GC's/GR's. The quoted Fee for GC's/GR's shall also be interpreted to apply to future “Cost-of-Work” items should the Proposer be awarded a contract for work performed beyond the Pre-Construction Phase. No other mark-up will be allowed.
- Pre-Construction Services GC's/Fee
 - Pre-Construction Services GC's and associated Fees are defined as those applicable to all “GC” activities associated with any service provided before the end of the Pre-Construction Services period (ends 2/15/2021).
 - It is anticipated that some “Make-Ready” utility relocation work may be performed during the Pre-Construction period as defined above. GC services provided in relation to this work shall be considered as applicable to the “Pre-Construction Services” scope if it takes place prior to 3/15/2021. General Requirement costs related to this work, however, shall be included separately under the “Construction Services” timeline (after 2/15/2021).
 - Pre-Construction Services quoted shall be considered as a guaranteed maximum “Not-to-Exceed” cost based on the timeline defined in the “GC Staff Loading” tab of the General Conditions/General Requirements spreadsheet provided with the RFP package. Unless the proposed scope of work or construction timeline changes beyond those defined in the RFP, the quoted value of Pre-Construction Services would not be allowed to increase.
 - Include the cost of Mechanical and Electrical Pre-Construction Services and indicate whether such services would be performed “in-house” or thru a qualified subcontractor consultant.

- Construction Services GC's/GR's/Fee
 - Construction Services GC's and associated Fee is defined as those applicable to all "GC" activities associated with any service provided after the end of the Pre-Construction Services period (ends 2/15/2021).
 - Construction Services GC's quoted shall be considered as a guaranteed maximum "Not-to-Exceed" cost based on the timeline defined in the "GC Staff Loading" tab of the General Conditions/General Requirements spreadsheet provided with the RFP package. Unless the proposed scope of work or construction timeline changes beyond those defined in the RFP, the quoted value of Construction Services GC's would not be allowed to increase.
 - Construction GR's quoted shall be considered as a "most realistic estimate" cost based on the timeline defined in the "GC Staff Loading" tab of the General Conditions/General Requirements spreadsheet provided with the RFP package. While it will not be considered as a hard and fast commitment, it will be considered as the Contractor's best and most professional estimate of General Requirements costs based on the scope and timeline defined in the RFP.

TAB 9 – BONDING & INSURANCE

- Provide a letter from your Bonding Company confirming their ability to issue a 100% Performance and Material Payment Bond for the project.
- Provide the cost of the 100% Performance and Material Payment Bond as a percentage of the GMP contract value.
- Provide the cost of General Liability Insurance as a percentage of the GMP contract value.
- Provide a description of how your company deals with subcontract bonding, including the use of Subguard Insurance if applicable. If Subguard Insurance is proposed, provide applicable rate as a percentage of subcontract value.
- If your company proposes the use of Project-Specific Insurance or a Contractor-Controlled Insurance Program (CCIP), provide details and associated project cost.
- The Owner may be considering the implementation of an Owner-Controlled Insurance Program (OCIP). Please indicate your experience in dealing with OCIP coverage, including coverage commonly not included in an OCIP and subject to being covered by the Contractor under separate GAP Insurance. Provide an estimated cost expected to provide separate GAP insurance as a percentage of the GMP contract value.

TAB 10 – EXCEPTIONS TO OWNER'S CONSTRUCTION AGREEMENT

- Pre-Construction Services and Construction Services will be performed under the Agreement between the Owner and Contractor, a copy of which has been provided with the RFP documents or will be issued later by Addenda.
- The Agreement cannot be modified by exceptions noted in any proposals submitted in response to this RFP, except as expressly set forth herein.
- The Proposer is to provide an itemized list of any and all comments regarding the Agreement, with specific reference to each clause towards which a comment or objection applies.
- Where applicable, include proposed modifications of language suggested to be made, again with specific reference to specific clauses within the Agreement.
- The Proposer acknowledges and accepts that the requirements included in this RFP and no others will control any contract awarded unless the Proposer expressly states, in whole or by reference, alternate terms or conditions which the Proposer wishes the Owner to consider.
- Any such alternate terms or conditions will be considered a variance and, if found material, may subject the Proposal to rejection.
- If no comments are provided in the Proposal, the Agreement shall be considered accepted in the form provided by Owner, including applicable insurance limits and coverages.
- Submission of a Proposal is a firm representation by Contractor that it is prepared to immediately execute the Agreement if selected by Owner.

- In the event of any conflict or inconsistency between the information presented in this RFP and the terms of the Agreement, the terms of the Agreement will control.

TAB 11 – CONTRACTOR QUALIFICATIONS

- Provide a list of Contractor Qualifications pertaining to the scope of Pre-Construction Services and Construction Services GC's/GR's quoted.

3.3 Neither this RFP nor any statement herein shall be construed as an offer by Owner. Owner reserves the right in its sole and absolute discretion to: (a) accept or reject any Proposer or Proposal or all or any portion, thereof; (b) to change, modify or terminate the RFP at any time; (c) to require that Proposers provide any additional information; and/or (d) to modify the structure of this RFP or the requirements for any Proposer. Owner shall have no duty or obligation to any Proposer. The final award of the Project by Owner will be conditioned and contingent upon the execution of the Agreement. The Agreement cannot be modified by exceptions noted in any proposals submitted in response to this RFP, except as provided above. Each respondent must thoroughly review and familiarize itself with all provisions and requirements of the form of Agreement and other attachments thereto. The pricing proposals submitted in response to this RFP should cover all of the Work (as defined in the form of Agreement) and conditions as set forth in the form of Agreement and this RFP, precisely as specified and without deviation or alteration of any kind.

3.4 Confidential Information:

Proposer and all their subcontractors and suppliers shall maintain confidential and secret and shall not divulge, disclose or use, any information obtained relating to Owner's businesses or investigations, which (a) is information not generally known to the public, or (b) is proprietary information of Owner or any of its customers, suppliers or affiliated entities. Proposer and all their subcontractors and suppliers shall also maintain confidential the "know how" and the present and future plans of Owner, as well as the nature of certain completed, existing or proposed projects to which Proposer and all of his subcontractors and suppliers are or may be exposed and the identity of persons working on such projects.

3.4.1 Proposer shall treat all information, discussions, work papers, drawings, memoranda, and all materials relating to the Project and all information supplied to Proposer by Owner as strictly confidential and proprietary information of the Owner. Proposer shall not permit its release to other parties or make any public announcement or publicity releases without Owner's written authorization, and such information shall not be used or discussed by Proposer without Owner's prior written approval. Proposer shall also require its consultants (if any) ("Consultants"), subcontractors and suppliers to comply with this requirement.

3.5 The GMP will be expected to be based on the intent of the Owner's and Architect's design for a complete and operational Project, *i.e.* complete in every respect for each of the trade disciplines to the standards of completeness normally found in the industry and to the level of quality generally conveyed in the contract documents. Selection/confirmation of Contractor will be made on this "intent of design" understanding, in accordance with the terms of the Agreement, and therefore the only Change Order that will be considered during the Pre-Construction Services phase and during the Construction Services phase will be through factors outside the control of Contractor, such as Owner-generated scope revisions. Any future design documentation issued during the Pre-Construction or Construction phase, which develops an idea or further defines an aspect of the design to provide complete design information and which does not constitute a material change in scope, quantity or quality standard will not be considered as a basis for increasing the GMP. Owner also wishes to inform Proposers that the Owner, in accordance with the applicable provisions of the Agreement, will have the option to terminate the Contractor at any time in its sole and absolute discretion.

Contractor may also be terminated by the Owner during the Pre-Construction Services phase if, in the Owner's opinion, any of the following breaches of performance are encountered:

- (a) Contractor fails to provide adequate Pre-Construction Services.
- (b) Contractor fails to control the schedule.

- (c) Contractor makes any unauthorized change in level of commitment or availability of Contractor's project team members, which were agreed at the time Contractor was selected.
- (d) Contractor fails to exercise adequate cost control over the design.

Should Contractor be terminated for the reasons stated above at the completion of or during the Pre-Construction Services phase, Contractor will receive no compensation, other than those described in the executed Agreement.

SECTION 4 – SCOPE of SERVICES

4.1 Pre-Construction Services GC's (See also TAB 8 comments for additional instructions and intent)

The scope of work to be provided by the selected Proposer (the "Contractor") under the Pre-Construction Services phase shall include but shall not necessarily be limited to the following:

- Develop and maintain a comprehensive project schedule meeting the requirements of the Agreement and updated monthly or more often as required by the project or Owner to provide full control of the work using Primavera P6 or its equivalent. An updated schedule will be required with each monthly application for payment.
- At completion of 100% Schematic Design, 100% Design Development and 50% Construction Documents, provide the following or updates thereof as applicable. The intent is to help keep a better check on project cost and allow time to incorporate into the drawings and reflect in the updated pricing throughout the Pre-Construction phase.
 - Provide Alternative Building System Studies as requested (2 maximum)
 - Provide a third-party design peer review related to expected performance of the Building Envelope including:
 - ✓ Roofing
 - ✓ Window, storefront and curtain wall systems
 - ✓ Exterior plaster, EIFS, cultured stone and other skin elements
 - ✓ Sealants and penetrations
 - ✓ Above and below-grade waterproofing including "Green Roof" and patio deck system
 - ✓ Flashing and sheet metal
 - Provide Value Engineering, Cost Saving Suggestions, and Alternative Cost Studies (2 maximum)
- At completion of 100% Schematic Design, prepare a detailed construction cost estimate. The Schematic Estimate shall be broken down by specific CSI Master Format (2016 Edition) and Unifomat II Classification standards and shall be further formatted such that it can be reported by area, phase, building, component, etc.
- At completion of 100% Design Development documents, update the estimate using the format outlined above. Include a line-by-line variance report to show where any budget line items have changed and why.
- At the completion of CP #1 Package and 50% Construction Documents issuance, the Contractor shall prepare a comprehensive Initial Guaranteed Maximum Price (IGMP) in conformance to the requirements of the Agreement. In bidding critical construction elements to be included in the IGMP, the Contractor shall, at a minimum:
 - Develop subcontractor Prequalification standards and implement bidding procedures for bid document issuance, bid tracking and receipt of proposals.
 - Generate bidder interest through telephone campaigns, advertisements (in coordination with Owner's direction), e-mail or other mediums as necessary.
 - Finalize detailed scopes of work for bidding and assemble into discrete bid packages as required. Ensure that all Owner furnished items are properly coordinated between Owner's installers and Contractor's labor force.
 - Ensure the Owner's strategic procurement efforts are coordinated with the Contractor's and subcontractor's scopes of work including the Owner Furnished Contractor Installed (OFCI) and Owner Supplied and Installed (OSI) items and that they are properly captured in the GMP and identified as OFCI and/or OSI line items.
 - Develop and incorporate a comprehensive construction schedule to include in bid packages.
 - Assist the Owner in developing bidding contracts for pre-purchased equipment.

- Obtain, at a minimum, three (3) competitive bids for each bid package.
- Ensure that bids include a clear and concise breakdown of costs structured to mirror critical line-item components itemized in the overall budget to allow for a comprehensive bid analysis and budget comparison.
- Ensure all addenda issued by the Architect and/or Contractor are properly distributed to affected subcontractors. Back check Architect's addendum prior to release.
- Review and analyze submitted bids for accuracy, pricing and make recommendations for Award to Owner's management team.
- Develop strategy to provide competitive bids and check estimates of any subcontractors involved with the designer's or Owner's team.
- All subcontractor bidding shall be completely transparent to the Owner. Provide the Owner with advance copies of all Scopes of Work, Bid Forms, Addenda as well as actual subcontractor bids received.
- If the Contractor proposes to self-perform any portion of the work, they shall do so in direct competition with at least two independent subcontractors bidding the same scope. In the case of bidding self-performed work, all subcontractor bids (including the Contractor's own bid) shall be submitted directly by the Owner in a sealed envelope.
- Conduct all job walks and meetings related to the bidding process with subcontractors.
- Re-Bid any portion of work, as directed by the Owner, that does not meet the established budget or that does not meet the Owner's satisfaction with respect to the consistent quality of contractors.
- Provide additional Alternative Building System Studies as requested.
- Provide updates to the third-party design peer review related to expected performance of the Building Envelope including:
 - Roofing
 - Window, storefront and curtain wall systems
 - Exterior plaster, EIFS, cultured stone and other skin elements
 - Sealants and penetrations
 - Above and below-grade waterproofing including "Green Roof" and patio deck system
 - Flashing and sheet metal
- Provide updates to the Value Engineering, Cost Saving Suggestions, and Alternative Cost Studies.
- Provide a Site Specific Quality Management Plan (SSQMP) including:
 - Constructability Review of Plans and Specifications
 - Third-party Design Peer review (see above)
 - Pre-Construction documentation of existing conditions
 - Identification of all third-party inspections and testing requirements
 - Budget Development - to identify and quantify estimated costs associated with implementation of the SSQMP.
 - Schedule Development - to identify critical activities related to implementation of the SSQMP
 - Subcontractor Selection – to pre-qualify subcontractors to those who have the experience and financial capacity to successfully perform the required work.
- Provide a Site-Specific Safety Plan (SSSP) including:
 - Identification of Health and Safety documents relevant to project safety
 - Identification of key staff and management personnel related to project safety including roles and responsibilities
 - Identification of Emergency Contacts and Agencies
 - Identification of Site Conditions and Requirements related to:
 - ✓ Site Visitors and Security
 - ✓ Accident Reporting
 - ✓ Safety Audits and Inspections
 - ✓ Tailgate/Toolbox Training
 - ✓ Noise
 - ✓ Sanitation and Drinking Water
 - ✓ First Aid

- ✓ Fire Protection
- ✓ Excavation and Trenching
- ✓ Fall Protection
- ✓ Traffic Control
- ✓ Confined Space Entry
- ✓ Housekeeping
- ✓ Scaffolds
- ✓ Electrical
- ✓ Cranes
- ✓ Scissor Lifts
- ✓ Aerial Lifts & Booms
- ✓ Forklifts
- ✓ Tools
- ✓ Lock-Out/Tag-Out
- ✓ Personal Protective Equipment (PPE)
- ✓ Hot-Work
- Emergency Response Procedures including:
 - ✓ Site Evacuation Plan, Emergency Assembly Area
 - ✓ Hazardous Waste Spills
 - ✓ Fire & Explosion
 - ✓ Accidents
 - ✓ Vehicle Accidents
 - ✓ Power Outages
 - ✓ Natural Disaster/Earthquake
 - ✓ Crisis Management Plan
- Provide a Site-Specific Logistics Plan (SSLP) including:
 - ✓ Designated contractor and subcontractor offices and parking
 - ✓ Designated materials and equipment lay-down areas
 - ✓ Perimeter fencing and security
 - ✓ Delivery access and routing
 - ✓ Designated material loading zones
 - ✓ Man and material hoist(s)
 - ✓ Crane(s)
 - ✓ Emergency Assembly Area
- Implement an electronic Document Control System for organizing and tracking:
 - Contract Plans and Specifications
 - RFI's
 - Submittals
 - Change Documents including Bulletins, Addenda, Supplementary Instructions, etc.
- Meetings
 - Weekly Design-Coordination Conference Calls/Webinars – for the duration of the Pre-Construction Period
 - On-Site Owner/Contractor/Architect Meetings – Monthly for the duration of the Pre-Construction Period
 - Miscellaneous Estimate Review and Pre-Planning – As required – figure 6 ea.
 - Contractor's site management staff will be expected to be on-site once "Make-Ready" construction commences.

4.2 **Construction Services GC's/GR's** (See also TAB 8 comments for additional information and intent)
The scope of work to be provided by the selected Proposer (the "Contractor") under the Construction Services phase for General Conditions and General Requirements shall include but shall not necessarily be limited to the following:

- Continue competitive bidding of all scopes of work necessary to update the Guaranteed Maximum Price (GMP). In bidding construction elements to be included in the GMP, the Contractor shall, at a minimum:
 - Develop subcontractor Prequalification standards and implement bidding procedures for bid document issuance, bid tracking and receipt of proposals.
 - Generate bidder interest through telephone campaigns, advertisements (in coordination with Owner's direction), e-mail or other mediums as necessary.
 - Finalize detailed scopes of work for bidding and assemble into discrete bid packages as required. Ensure that all Owner furnished items are properly coordinated between Owner's installers and Contractor's labor force.
 - Ensure the Owner's strategic procurement efforts are coordinated with the Contractor's and subcontractor's scopes of work including the Owner Furnished Contractor Installed (OFCI) and Owner Supplied and Installed (OSI) items and that they are properly captured in the GMP and identified as OFCI and/or OSI line items.
 - Develop and incorporate a comprehensive construction schedule to include in bid packages.
 - Assist the Owner in developing bidding contracts for pre-purchased equipment.
 - Obtain, at a minimum, three (3) competitive bids for each bid package.
 - Ensure that bids include a clear and concise breakdown of costs structured to mirror critical line-item components itemized in the overall budget to allow for a comprehensive bid analysis and budget comparison.
 - Ensure all addenda issued by the Architect and/or Contractor are properly distributed to affected subcontractors. Back check Architect's addendum prior to release.
 - Review and analyze submitted bids for accuracy, pricing and make recommendations for Award to Owner's management team.
 - Develop strategy to provide competitive bids and check estimates of any subcontractors involved with the designer's or Owner's team.
 - All subcontractor bidding shall be completely transparent to the Owner. Provide the Owner with advance copies of all Scopes of Work, Bid Forms, Addenda as well as actual subcontractor bids received.
 - If the Contractor proposes to self-perform any portion of the work, they shall do so in direct competition with at least two independent subcontractors bidding the same scope. In the case of bidding self-performed work, all subcontractor bids (including the Contractor's own bid) shall be submitted directly by the Owner in a sealed envelope.
 - Conduct all job walks and meetings related to the bidding process with subcontractors.
 - Re-Bid any portion of work, as directed by the Owner, that does not meet the established budget or that does not meet the Owner's satisfaction with respect to the consistent quality of contractors.
- Ensure complete compliance of subcontracts with the requirements of the Agreement, the Owner's Development policies and procedures, agency regulations that have jurisdiction and all design requirements.
- Contractor to lead weekly on-site Owner, Architect, and Contractor project meetings, or more often as necessary.
- Provide supervision, coordination, scheduling and problem resolution for Subcontractors and Vendors with full-time on-site staff for the project.
- Maintain and manage an electronic document control system as required by the Owner to administer contract documents, invoices, Applications for Payments, change orders, submittals, transmittals, RFI's, directives, notices and general correspondence.
- Coordinate permitting process through the Owner's testing and inspection agencies including without limitation, building, fire life safety, health department, grading and temporary certificates of occupancy.
- Chair and document all meetings with Subcontractors and Vendors. Coordinate with Owner's Project Manager, inspectors and Engineer/Architect of Record.
- Develop and maintain a comprehensive project schedule updated monthly or more often as required by the project or Owner to provide full control of the work using Primavera P6 or its equivalent. An updated schedule will be required with each monthly application for payment.
- Coordinate all Division 1 General Requirements/Conditions including insurance requirements.
- Review, process and ensure accuracy and completeness to meet the Owner's requirements for Applications for Payments.

- Maintain on-site as-builts and record documents for an organized submission to the Owner at project completion.
- Manage budget and cost controls. Develop monthly budget control reports in a format approved by the Owner.
- Provide initial subcontractor change order review and coordinate all design change with Engineer/Architect of Record and the Owner's Project Manager. Ensure Change Orders are resolved timely and protect the Owner against potential unsubstantiated claims.
- Provide and implement subcontractor claims avoidance strategies, advise the Owner of all potential claims and handle all claims in a timely and fair manner.
- Schedule and coordinate inspections as required, including those required by construction documents and those required by the authorities having jurisdiction (AHJ).
- Develop and implement a safety program and review safety programs of Subcontractors for compliance with the Owner's Insurance and/or OCIP safety program, local, State and Federal codes as applicable.
- Issue notices of Non-Compliance as necessary. Log, track and manage corrections of deficiencies.
- Ensure the Owner's strategic procurement efforts are coordinated and installed for all OFCI and OSI items with appropriate subcontractors.
- Coordinate commissioning activities with the Owner's Facilities Engineering representatives. Provide Owner training with each subcontractor/vendor for all building systems as called for in the Contract Documents.
- Develop punch list for completion by contractors. Organize punch list so as to allow for easy sorting by building, component, floor, room and trade contractor.
- Receive, organize in loose leaf indexed binders, and transmit all original warranties, maintenance and operation manuals, as-built documents, as well as other project data to the Owner's archives or other Facilities Engineering staff as required. Scan all such documentation into electronic PDF Files in a file format, naming format and organization system as approved by the Owner.
- Provide as-built documentation optimizing BIM capabilities for the Owner's Facilities Engineering and management personnel's use.
- Closeout all contract documents in a timely manner ensuring all Full & Final Lien Waivers are properly received and recorded.
- Provide digital photo documentation to the Owner as the project progresses, but no less than on a weekly basis. Minimum resolution of the image file should be 4,288 x 2,848 pixels (iPhone 7 or later or equivalent).

SECTION 5 – PROPOSAL SUBMITTAL, RECEIPT, EVALUATION and AWARD PROCESS

5.1 Submittal of Proposal

- Submit five (5) hard copies of the RFP Proposal and one (1) electronic PDF file to the Tule River Indian Tribe at:

Tule River Indian Tribe of California
340 N Reservation Rd
Porterville, CA 93257
Attention: Ralene Clower, Executive Director
RClower@trtgc.com
Ph. (559) 781-3292

- All responses to this RFP shall include the RFP Proposal Form which shall be filled out completely and signed by a duly authorized representative of the Proposer's firm.
- All responses to this RFP shall include a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the applicable Secretary of State (if Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture).
- All responses to this RFP shall include a written disclosure of any pending litigation or arbitration against the respondent which makes claims in excess of \$50,000 and a written disclosure of any citations, fines or other

proceedings (if any) which have been imposed or instituted against the respondent by any governmental agency or authority for alleged violations of any laws or regulations pertaining to the company's business.

- All responses to this RFP shall include a letter acknowledging that respondent has reviewed the Form of Agreement and finds it acceptable or a list of comments that the respondent may have after reviewing the Form of Agreement.
- Proposers shall warrant and guarantee its Proposal without modification or withdrawal for 120 days.
- Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFP, including costs associated with:
 - Attending project Pre-Bid conferences or orientations
 - Providing supplemental information requested after submission of Proposals
- By submitting a response to this RFP, the Proposer disclaims any right to be paid for any related costs by the Owner or anyone else involved in the Project.

5.2 **Scope Inquiries and Addenda**

- All inquiries regarding this RFP package or the RFP process must be addressed in writing via e-mail to Ralene Clower (Tule River Indian Tribe) and Robert Martinez (Summit Project Management) at the above e-mail address. Clarifications required will be provided via a formal Addendum to all invited bidders.
- No bidding interpretation regarding the meaning of the RFP or its attachments will be made to any Proposer orally. Verbal instructions or information concerning this Request for Proposal (RFP) or for the Project given out by officers, employees or agents of the Owner to prospective Proposers shall not bind the Owner and shall not be relied upon.
- All interpretations and supplemental instructions will be issued in the form of written Addenda to the RFP Documents, which issued will be e-mailed to all prospective Proposers no less than 48 hours prior to the Deadline for Receipt of Proposals. Addenda shall have the same binding effect as though contained in the original RFP.
- Proposers shall acknowledge receipt of all Addenda issued when submitting their Proposal.

5.3 **Receipt of Proposals**

- Proposals not meeting the requirements stipulated within the RFP may be subject to rejection.
- Proposals received after the time and date set for proposal closing may be returned to the Proposer unopened.
- Proposers shall reference the Tule River Casino & Hotel project on all correspondence regarding Proposal submissions.
- All blanks of the RFP Proposal Form must be appropriately filled in.
- Proposers acknowledge the Owner's explicit right to:
 - Reject any or all Proposals, in whole or in part.
 - Waive any informality or irregularity in any Proposals received.
 - Issue a new RFP
 - Cancel, modify or withdraw the RFP
 - Issue supplemental information and modifications to the RFP via Addenda.
 - Appoint a selection committee and/or evaluation team(s) to review Proposals or to seek technical assistance or expertise to evaluate Proposals.
 - Hold meetings and exchange correspondence with any Proposer to seek an improved understanding of a Proposal's contents or intent.
 - Seek or obtain data from any source that has the potential to improve the Owner's understanding of a Proposal's content or intent.
 - In negotiations for contracting with the selected Proposer, to amend the dates or scope of work for Services to be performed from those set forth in the original RFP or Addenda issued thereto.
 - To refuse to issue a contract at all and not move forward with the Project.
- In evaluating Proposals with due diligence, the Owner may require a Proposer to provide, within reason, supplemental information necessary to ensure that they have the capability to provide Pre-Construction

Services and Construction Services to the extent called for in the RFP. Upon request from the Owner, the Proposer shall provide records and documentation necessary to support the inquiry including:

- Reference checks
- Financial capability and credit information (which may include recent income statements, balance sheets and ratios, availability of short-term financing and bonding capacity).
- Additional details regarding lawsuits and/or claims
- Documentation of safety record

Failure to promptly provide requested information may result in rejection of a Proposal.

- The Owner, in accepting any Proposals from prospective Proposers, is not obligated to enter into any contract and, under no circumstance, shall have any obligation to pay for any cost or expense incurred by any Proposer in the preparation or submission of a response to this RFP or in anticipation of a Contract. The Tule River Indian Tribe (the “Owner”) does not waive its sovereign immunity from law suit in any manner related to or arising under this RFP.

5.4 **Award / Execution of Contract**

- The Owner reserves the right to reject any Proposal that does not conform in all material respects with the requirements of this RFP, any Addendum, or the Agreement.
- The Owner reserves the right to reject any price Proposal deemed non-responsive.
- The Owner reserves the right to reject any price Proposal for any or no reason.
- The Owner reserves the right to waive technicalities and the right to re-advertise for new bids.
- The Owner reserves the right to waive any bid requirements when such waiver is in the best interests of the Owner and where such waiver is permitted by law.
- The Owner reserves the right to reject any Proposal which, in the Owner’s judgment, is not responsible or capable of performing the contract obligations based upon financial capability, past performance or experience.
- The Owner reserves the right to rescind any determination of the successful respondent or any Notice of Award if it determines that either was issued in error, or if it becomes aware of information or developments that impact on the responsibility and/or capability of the respondent to undertake and to complete the Project, regardless of the respondent’s previous qualifications or classification.
- Interviews may be held with one or more prospective Proposers. The number and/or order of firms to be interviewed will be at the sole and absolute discretion of the Owner.
- The results of the interview may bear on the Proposer’s final ranking. Invited Proposers will be given adequate notice as to the time and place of the interview and will be given general information regarding the format and general content of the interview.
- Upon a determination of the successful Proposer, the Owner and Contractor shall enter into immediate negotiations regarding the Agreement, but only to the extent that alternate terms and conditions were identified by the Proposer during the Proposal Phase.
- The Owner and Contractor shall actively pursue such negotiations in a timely manner as defined by the Owner (anticipate 45-calendar days after issuing a letter of intent).
- No work will commence until an Agreement is signed unless advance written authorization is provided by the Owner to proceed with a portion of the scope. If the Contractor does not cooperate with the Owner to actively negotiate contract terms and conditions and execute and return the Agreement within the time frame established, the Owner reserves the right to unilaterally withdraw its offer of award and enter into contract negotiations with another Proposer, at its sole discretion.
- If, after due cause, the Owner elects to exercise such right, the Contractor shall waive all rights related to recovery of any costs incurred related in any manner to such contract negotiations.
- All Addenda and pre-award negotiations will be incorporated into the Contract Documents prior to the Owner’s execution of the Agreement.

SECTION 6 – TMR GENERAL CONTRACTOR – SELECTION QUESTIONNAIRE

6.1 TMR General Contractor – Selection Questionnaire

- The General Contractor Selection Questionnaire Form is included separately in the RFP package.
- Fill out all sections of the questionnaire completely with the most current information available.
- Contractor’s Questionnaire is to be signed, dated and certified to be accurate and current by an authorized representative of the Proposer.

SECTION 7 – RFP RESPONSE FORM

7.1 RFP Response Form

- The RFP Response Form is included separately in the RFP package.
- Fill out all sections of the form completely and with the most current information available.
- The RFP Response Form is to be signed, dated and certified by an authorized representative of the Proposer

SECTION 8 – PRE-CONSTRUCTION SERVICES GC’s and CONSTRUCTION SERVICES GC’s/GR’s FORM

8.1 Pre-Construction Services GC’s and Construction Services GC’s/GR’s Form

- The Pre-Construction Services GC’s and Construction Services GC’s/GR’s Form (Excel spreadsheet) is included separately in the RFP package.
- See TAB 8 instructions regarding use of the Excel Spreadsheet and additional information regarding General Conditions and General Requirements.
- In responding to the RFP, Proposers must use and submit quoted values for Pre-Construction GC’s and Construction GC’s/GR’s using the Excel spreadsheet included with the RFP package. PDF copies of the spreadsheet are not acceptable. The spreadsheet must be fully utilized to transparently show the man-power allocated as well as hourly and unit cost rates applicable to each line item. The intent of this requirement is to provide a transparent itemization of how each Proposer planned to staff and price the RFP.
- Refer to the GC and GR Responsibility Matrix Tabs of the spreadsheet for an itemization of costs that are to be accounted for under General Conditions (GC’s) as opposed to General Requirements (GR’s).
- Unless the GC or GR Matrix indicates that a line item is considered as “Cost-of-Work” to be budgeted at a future date, all items listed (or similarly described) in the GC and GR spreadsheet must be accounted for in your response to this RFP. Carrying any cost related to the listed GC’s or GR’s at a future date as part of a “Cost-of-Work” line item in the budget will not be allowed.
- Fill out all sections of the form completely and with the most current information available.
- The RFP Response Form is to be signed, dated and certified by an authorized representative of the Proposer

SECTION 9 – LIST OF ATTACHMENTS

<u>Doc #</u>	<u>Document Title</u>	<u>Doc Type</u>	<u>Action Required</u>
000	Site Vicinity Map and Aerial Photo	PDF	Review
001	Conceptual Site Plan – 10/25/16 Version	PDF	Review
002	Project Schedule – Design Deliverables	RFP	See Page 5
003	General Conditions/General Requirements Spreadsheet	Excel	Addenda at Later Date
004	RFP Proposal Form (Tab 1)	Word	Complete and Submit
005	General Contractor Questionnaire (Tab 2)	Word	Complete and Submit
006	Owner-Contractor Agreement AIA 133/201	PDF	Addenda at Later Date
007	Geotechnical Report	PDF	Addenda at Later Date

