

#19

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: January 15, 2025

SUBJECT: Recommendation for Contract Award:
Construction Management Services for
Recycling Facility Partial Remodel

On November 19, 2024, submittals were publically opened in response to the City of Pocatello Sanitation Services Request for Qualifications for Construction Management Services to oversee the partial remodel at the recycling facility located at 3034 Garrett Way. Three (3) firms submitted their qualifications as part of this solicitation and those packets were scored using a fair and consistent point system. Construction Services, Inc. was the highest, scoring responsive firm.

Therefore, it is my recommendation that Council award the contract for Construction Management Services to Construction Services, Inc at 4.5% of the Guaranteed Maximum Price (GMP) of the project.

Funds for this contract have been budgeted for in the FY25 Sanitation Services budget. The contract documents are attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney BT
DATE: January 24, 2025
RE: Recommendation for Contract Award: Construction Management Services for Recycling Facility Partial Remodel

I have reviewed the recommended contract award to Construction Management Services, Inc. I have no legal concerns awarding the contract to Construction Management Services, Inc, the highest scoring responsive firm, and authorizing the Mayor to sign and execute the necessary paperwork. Please let me know if you have any questions or concerns.

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Tenth day of January in the year Two Thousand Twenty
Five

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

City of Pocatello
PO Box 4169
Pocatello, ID 83205

and the Construction Manager:

(Name, legal status, address, and other information)

Construction Services, Inc.
718 S 2nd Ave
Pocatello, ID 83201

for the following Project:

(Name, location, and detailed description)

Pocatello Recycling Center
3034 Garrett Way
Pocatello, ID 83201
Upgrades to existing space used for recycling activities

The Architect:

(Name, legal status, address, and other information)

Booth Architecture
340 E Clark St
Pocatello, ID 83201

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

NA - Owner does not have a program to implement

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Architectural drawings will include the above requested information.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Init.

Six hundred fifty thousand dollars and zero cents (\$650,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

NA

.2 Construction commencement date:

NA

.3 Substantial Completion date or dates:

NA

.4 Other milestone dates:

NA

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

Not Applicable - there is no accelerated or fast track scheduling for this project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable - Information is not available to Construction Manager at this time.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not Applicable - no additional project information available at this time.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Tom Kirkman
Public Works Director
2405 Garrett Way
Pocatello, ID 83201
208-234-6155

Init.

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Not Applicable - Architects consultants no yet identified to the Construction Manger

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None

.2 Civil Engineer:

None

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

None

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Ted Booth
Booth Architecture
340 E Clark St
Pocatello, ID 83201
208- 233-4548

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jared Lusk
Construction Services
718 S 2nd Ave
Pocatello, ID 83201
208-478-6802

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Preconstruction Services are not a part of this project.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Subcontractor procurement is by competitive public bid

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction

Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

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§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Budget preparation and value engineering, if applicable

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria,

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including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

One (1%) percent of GMP

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Preconstruction fees are due and payable in one lump sum.

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

+ 1 % current prime rate plus one percent.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Init.

4.5% of the hard construction costs

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Any changes made to the Construction Manager's fee will be presented in a Change Order to the contract.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

None

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages do no apply to this project.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

All project cost savings will be returned to the owner via deductive change order.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction

Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

On-site employees are billable to this project.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- 1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner:

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate

all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the twentieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Material suppliers, bonds, insurances

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

No reduction of retainage will be allowed on this project.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Not Applicable

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors

becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

No changes required

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

prime + 1 % Prime rate plus one percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

No Change

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Article 15 of AIA Document A201-2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Construction Manager fee due based on project percentage complete.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

Init.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and three million dollars (\$ 3,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Liability	Five million dollars (\$5,000,000.00) each accident / five million dollars (\$5,000,000.00) aggregate

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable

§ 14.5 Other provisions:

None

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

Not Applicable

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

Not Applicable

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Jared Lusk, President

(Printed name and title)

Init.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Amber Taylor	
Crystal Summit Insurance Services, LLC.		PHONE (A/C, No, Ext): (208) 228-1234	FAX (A/C, No): (208) 427-2397
4990 Valenty Rd, Suite D.		E-MAIL ADDRESS: amber.taylor@crystalsummitins.com	
Chubbuck	ID 83202	INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Selective Insurance	NAIC # 12572
CONSTRUCTION SERVICES, INC.		INSURER B: Idaho State Insurance Fund	36129
718 S 2ND AVE		INSURER C: Underwriters At Lloyds, London	32727
POCATELLO		INSURER D:	
ID 83201-6520		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2481303655

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			S 2565850	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			S 2565850	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			S 2565850	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	633441	08/01/2024	08/01/2025	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Contractors Pollution			ANE 1860316.23	09/20/2024	09/20/2024	Professional Liability \$1,000,000 Contractors Pollution \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shelby Hless

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:48:10 ET on 01/10/2025 under Order No. 4104251791 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Aleana Husk

(Signed)

Office Manager

(Title)

Jan 10, 2025

(Dated)

CITY OF POCA TELLO

TABULATION OF PROPOSALS:

REQUEST FOR QUALIFICATIONS: CONSTRUCTION MANAGEMENT SERVICES

OPENED AT 911 NORTH 7TH, POCA TELLO, IDAHO AT 11:00 AM MST ON NOVEMBER 19, 2024

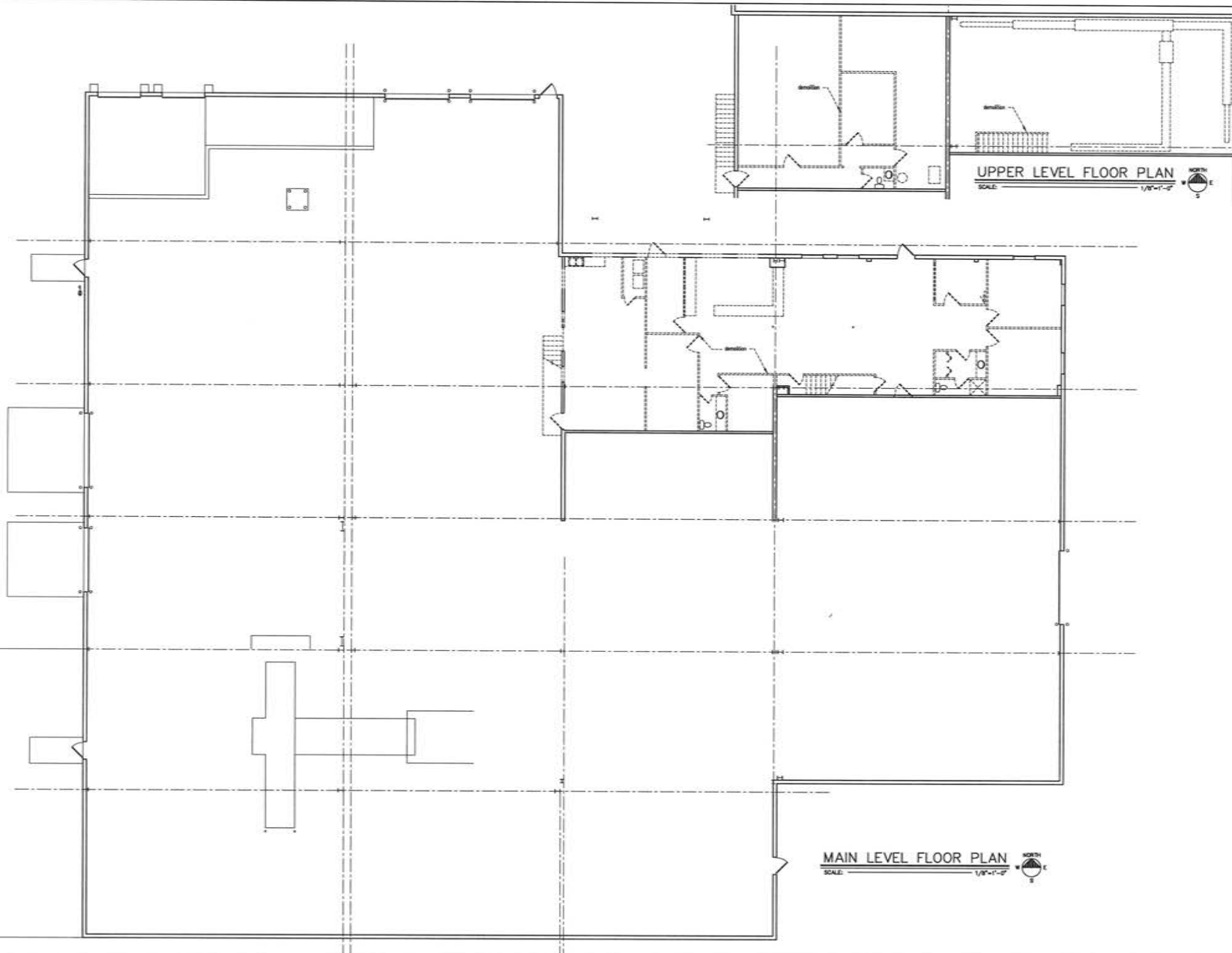
	Constructions Solutions Co	Alpine Construction Management	Construction Services Inc.		
PROPOSAL FORM SIGNED & DATED	yes	yes	yes		
QUALIFICATION PACKET INCLUDED	yes	yes	yes		
ADDENDUMS INCLUDED & SIGNED	N/A	N/A	N/A	N/A	N/A

*
Zip drive
included

Packets Requested

Request for Qualifications 2024
Construction Management Services
Recycling Facility Partial Remodel

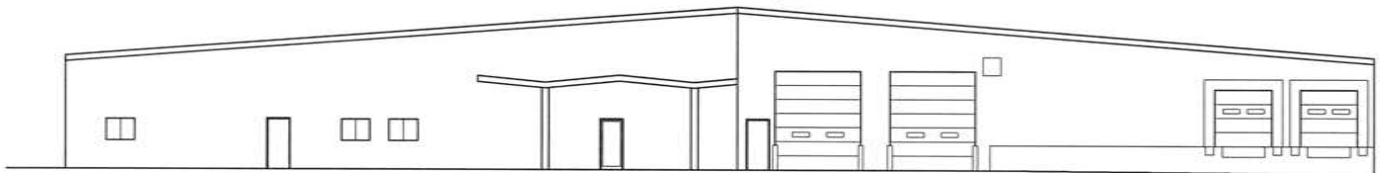
Date	Time	Company/Representative	Method of Request	Method of Packet Delivery
11/15/24	10:15 am MST	Construction Services Inc	Telephone	Email: jared@constructionservicesinc.net 11/15/24 @ 10:20 am MST



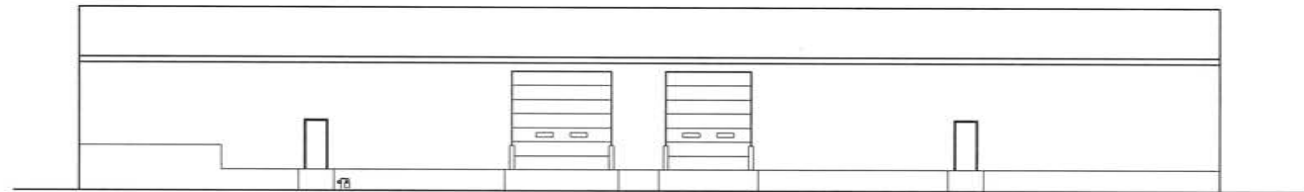
Proposed Plans for Recycling Remodel City of Pocatello 3014 Grand Ave. Pocatello, Idaho	
340 East Clark Street, Suite A Pocatello, Idaho 83201 Phone: (208) 233-4648 Fax: (208) 233-0263 Email: info@bootharchitecture.com	
BOOTH Architecture <i>PLLC</i>	
Existing Floor Plans	
Date: 10-04-2024	
Sheet No.: A1.1	



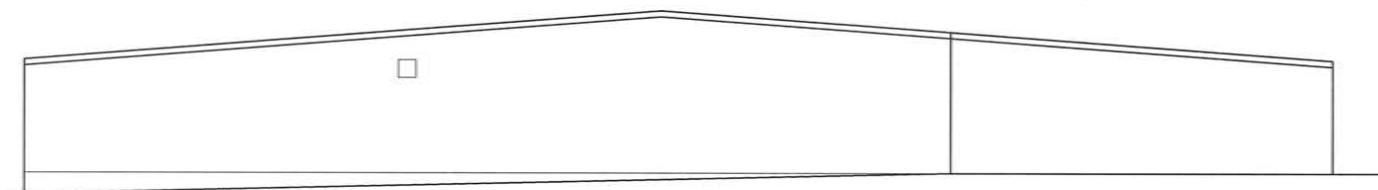
REMODELED
NORTH ELEVATION
SCALE: 1/8"=1'-0"



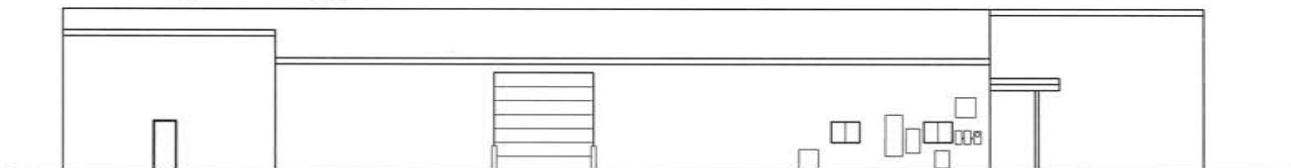
EXISTING
NORTH ELEVATION
SCALE: 1/8"=1'-0"



EXISTING
WEST ELEVATION
SCALE: 1/8"=1'-0"



EXISTING
SOUTH ELEVATION
SCALE: 1/8"=1'-0"



EXISTING
EAST ELEVATION
SCALE: 1/8"=1'-0"

CONTINUED

DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

Proposed Plans for
Recycling Remodel
City of Pocatello
3034 General Way
Pocatello, Idaho

340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone: (208) 233-4648
Fax: (208) 233-4283
email: info@bootharchitecture.com

BOOTH
Architecture PLLC

Exterior Elevations

Date:
10-04-2024

Sheet No. A2.1



REQUEST FOR QUALIFICATIONS (RFQ)
FOR
CONSTRUCTION MANAGEMENT SERVICES

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I. ADMINISTRATIVE INFORMATION

Title: Request for Qualifications (RFQ)
Construction Management Services

RFQ Contact: Searra Simpson
City of Pocatello
2405 Garrett Way
Pocatello, Idaho 83201
ssimpson@pocatello.us
Telephone: (208) 234-6155

Submittal Deadline: Submittals must be **received by** the Pocatello City Clerk at the Municipal Building, 911 North 7th Avenue, Pocatello, Idaho 83201, **on or before 11:00 am MST on Tuesday, November 19, 2024** at which time proposals will be publicly opened.

Submittals shall consist of one (1) original and three (3) copies. The proposal must be dated and signed by a duly authorized agent of your Firm. Proposals shall be sealed in an opaque package and clearly marked: **"Construction Management Services Proposal."**

Inquiry Deadline: **Thursday, November 14, 2024 by 11:00 am MST**

RFQ Schedule:

RFQ Initial Advertisement:	Tuesday, November 5, 2024
RFQ Documentation Available:	Tuesday, November 5, 2024
RFQ Second Advertisement:	Tuesday, November 12, 2024
Inquires Due:	Thursday, November 14, 2024 by 11:00 am MST
Sealed Submittals Due:	Tuesday, November 19, 2024 by 11:00 am MST
Submittal Opening:	Tuesday, November 19, 2024 at 11:00 am MST

- II. **DESCRIPTION.** The City of Pocatello is seeking submittals from firms who are in good standing, and currently licensed as Idaho Public Works Contractors pursuant to Idaho Code 54-4501, et seq., providing their qualifications to perform certain construction manager services as set forth herein.

The City is hereby soliciting submittals from qualified applicants pursuant to *Idaho Code 67-2320, et seq.*, also known as a "Qualification Based Selection" process. This procedure provides for an orderly process of: (1) Solicitation of professional qualifications, (2) Evaluation and ranking of qualifications, (3) Establishment of a ranked list of service providers, and (4) Negotiation of scope of services and fees.

- III. **PROJECT DETAILS.** The City is currently in the design phase of a partial remodel of City-owned real property located at 3034 Garrett Way, Pocatello, Idaho. Preliminary architectural drawings are included as **Attachment 3** herein. This partial remodel includes but shall not be limited to:

PHASE I

- A. Demolition of second level office areas;

- B. HVAC relocation and redistribution;
- C. Interior remodel of approximately 2,700 sq. ft., including, but not limited to offices, restrooms, storage, reception, breakroom, conference rooms, windows, etc;
- D. Stub-outs for water and sewer.

PHASE II

- A. Running new water line from City hydrant on NW side of building to Phase I stub-out.
- B. Running new sewer line from City access to Phase I stub-out.

PHASE III

- A. Remodel north-facing front building exterior, including signage, siding, canopy, etc.

- IV. SCOPE OF WORK.** Throughout the project, the Construction Manager shall provide the City with professional construction management services and represent the City's interests in completing the project on time, within budget, and as planned with a minimum of difficulties.

It is anticipated that a modified AIA Document A133-2009 and a modified AIA A201 (collectively the "Contract") will form the basis of agreement for Construction Management Services to be entered into for the project.

The Construction Manager Services shall include, but are not limited to: cost estimating, soliciting of bids and sub-bids, pre-construction services through design of the project in coordination with the City and Booth Architecture, and construction services through project completion.

At the conclusion of the design services, the Construction Manager will propose a guaranteed maximum price for the City of Pocatello's consideration.

- V. SELECTION CRITERIA AND SUBMISSION REQUIREMENTS.** Proposals shall include the following information in the sequence listed below. Responses shall not exceed fifteen (15) pages in total.

- 1. Brief Firm Description:** Provide a brief overview of your Firm, including its location(s) and how many consecutive years it has been in operation.
- 2. Past Performance:** Submit a maximum of three (3) reference letters from past clients and/or associates describing your performance on relevant or similar contracts. Include any notable achievements, awards, or recognition you may have received for any of your Firm's past relevant performance.
- 3. Project Manager and Key Staff:** Provide a list of the key personnel that will be assigned to this project, including their education and training.
- 4. Similar Project Experience:** Provide a detailed summary of 3-5 projects of similar scope and size that your Firm has completed for any municipalities within the last five (5) years. Please include the project location(s), budget, timeline, photos, etc.

5. **Project Approach:** Provide a brief description of the overall approach your Firm would take for a project of this size and scope.
6. **Proposed Schedule:** Provide a proposed schedule for the project as it has been described to you herein.
7. **Quality Control Procedures:** Provide a brief description of your Firm's quality control procedures as it would apply to this project.
8. **Proposal Form:** Complete **Attachment 2** in its entirety, including contact information, ability to comply, and signature. **Do not submit this information on any other form.** Submitting this information on a form other than the Proposal Form may cause your submittal to be rejected as non-responsive.
9. **Licensing:** Provide a copy of your current, active Idaho Public Works Construction Manager License for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.
10. **Amendments:** Proposals shall include a signed copy of any and all issued amendments created in connection with this RFQ, if applicable.

VI. INQUIRIES

Inquiries must be submitted in writing via email to both ssimpson@pocatello.gov and tcaudill@pocatello.gov. Questions must be received no later than **11:00 am MST on Thursday, November 14, 2024**. Written questions must be submitted using **Attachment 1, Inquiries**. Official answers and any amendments in response to written inquiries will be sent via email to all who request an RFQ document.

If an inquiry leads to an amendment of this RFQ, Respondents will be required to acknowledge they have received any and all amendments by signing the amendment(s) and including such amendment(s) with their proposal at time of submittal.

VII. EVALUATION AND AWARD

Firms shall be evaluated and award shall be determined based upon compliance with all requirements listed herein, including qualifications, proposal completeness, proper submittal procedure, and demonstrated ability to perform full scope of work and adhere to contract terms.

Proposals will be scored using a fair and consistent point system, which will be calculated using the same formula for each proposal. The proposal receiving the most points shall be considered the most qualified for the project.

A proposal shall be considered non-responsive if any submittal requirement is not met, proposal is not complete or submitted incorrectly, any selection criteria is omitted, or any required criteria is not met.

VIII. COMPLIANCE. Bids shall comply with *Idaho Code 67-2320, et seq.*

IX. GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1. This solicitation is issued by the City of Pocatello. The RFQ contact listed on page 3 herein is the only contact for this solicitation. All correspondence regarding this RFQ shall be in writing via email. In the event it becomes necessary to revise any part of this RFQ, amendments will be emailed to all Respondents. It is the responsibility of the Respondent to track any updates or amendments. Any oral interpretations or clarifications of this RFQ shall not be relied upon.
2. Any and all costs associated with the preparation and production of a response to this RFQ, or any work performed prior to the execution of a contract for services, are the sole responsibility of the parties responding to this RFQ.
3. All responses and other materials submitted will become the property of the City of Pocatello.
4. **All information contained in the RFQ and acceptable provisions of the selected Firm's proposal may be made part of the final contract.**
5. The final contract will be required to incorporate certain legal clauses as required by Idaho Code, regarding, but not limited to, certain boycotts, non-appropriations, indemnity, and contract publication.
6. Only information which is received in response to this RFQ shall be evaluated. Reference to information previously submitted shall not be evaluated.
7. The City of Pocatello reserves the right to:
 - A. Reject any and all offers.
 - B. Negotiate final terms and costs of the resulting contract.
 - C. Supplement, amend, or otherwise modify the RFQ or cancel this request with or without the substitution of another RFQ.
 - D. Disqualify any Respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
 - E. Disqualify any Respondent on the basis of any real or apparent conflict of interest.

ATTACHMENT 1
INQUIRIES

INQUIRIES DUE: Thursday, November 14, 2024 by 11:00 am MST

The following instructions shall be followed when submitting questions using the question format on this page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFQ section number that the question pertains to in the "RFQ Section" field (column 2). If the question is a general question not related to a specific RFQ section, enter "General" in column 2. If the question is in regards to an attachment, enter the attachment identifier (example "Attachment X") in the "RFQ Section" (column 2), and the attachment page number in the "RFQ Page" field (column 3).
3. Do not enter text in the "Response" field (column 5). This is for City use only.
4. Once completed, this form is to be emailed per the instructions in the RFQ. The email subject line is to state "INQUIRY FOR RFQ: *Construction Management Services.*"

	RFQ Section	RFQ Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

ATTACHMENT 2
PROPOSAL FORM

SEALED PROPOSALS DUE: Tuesday, November 19, 2024 at 11:00 am MST
This completed Proposal Form must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name: _____
Mailing Address: _____
Physical Address: _____
Contact Telephone: _____
Contact E-Mail: _____

LICENSING: Pursuant to *Idaho Code 54-4501, et seq*, please provide the following license information for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.

Construction Manager License Holder Name: _____
Idaho Public Works Construction Manager License #: _____
License Expiration Date: _____

INSURANCE: State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name: _____
Address: _____
Contact Telephone: _____
Contact E-Mail: _____

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has any one of your current or former sureties or bonding companies ever been required to perform under or cancelled a bid bond, labor or material payment or a performance bond issued on your firm's behalf?

___ YES ___ NO

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

☐ YES ☐ NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

☐ YES ☐ NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

- ☐ Firm has included as part of their proposal, the required statements of qualification as described herein.
- ☐ Firm has included as part of their proposal, a copy of all required licensure as described herein.
- ☐ Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature: _____

Date: _____

Printed Name: _____

Title: _____



2880 E 14th N, Ammon, ID



(208) 514-4441



City of Pocatello
2405 Garrett Way
Pocatello, ID 82301

PROPOSAL

www.constructionsolutionsco.com



Prepared for:
Searra Simpson

Date Issued: 11-17-2024



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RCE-31727
012802-U-3-4-5
CM#008709
2880 E 14th North
Ammon, ID 83401

11-17-2024

Searra Simpson
City of Pocatello
2405 Garrett Way
Pocatello, ID 83201

RE: RFQ Construction Management Services

Ms. Simpson,

Construction Solutions Company (CSC) is pleased to provide this proposal for services for your upcoming office renovation and associate utility improvements for your Garrett Street property.

CSC has done many projects which have prepared us for this project, and which set us above other companies both large and small. This expresses itself in our experience, our communication, and our technology. Here are a few small examples of some attributes and experiences as Construction Manager/General Contractor we feel separate us from our counterparts on this proposal:

- CSC has provided services including, but not limited to, construction management/general contracting services, entitlement work, design oversight, financial analysis, and even real estate development.
- CSC has completed many multi-phased projects, which include new construction, remodels, and additions. This experience gives us a heads up in understanding all preconstruction and construction phases of this project.
- CSC has similar construction capacity to our competitors, but have integrated technology, processes, and services in place that streamline the planning and construction process for our clients. Our processes allow to deliver national contractor performance while providing the personal touch of a local contracting firm.

CSC holds high standards of adhering to all standards and specifications of City, County, and State within our projects. We commit to work closely with the city with respect to permitting, design, and construction management.

We hope that our investment and integration in technology and processes along with our dedication to unsurpassed customer service gives us the change to work with the City of Pocatello.

Best regards,

Construction Solutions Company

A handwritten signature in blue ink, appearing to read 'Eric J. Wall', is written over the company name.

Eric J. Wall
Chief Financial Officer

ATTACHMENT 2
PROPOSAL FORM

SEALED PROPOSALS DUE: Tuesday, November 19, 2024 at 11:00 am MST
This completed Proposal Form must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name: CONSTRUCTION SOLUTIONS COMPANY, LLC
Mailing Address: 2880 E. 14th N., AMMON, ID 83401
Physical Address: SAME
Contact Telephone: 208-514-4441
Contact E-Mail: eric@escl.com

LICENSING: Pursuant to Idaho Code 54-4501, et seq, please provide the following license information for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.

Construction Manager License Holder Name: JARED TURNER
Idaho Public Works Construction Manager License #: 012802 - UNLIMITED
License Expiration Date: 9-30-2025

INSURANCE: State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name: THE HARTWELL CORPORATION! ATTN: SPENCER MONK
Address: 1804 SKYLINE DR., FIDALFA FALLS, ID 83402
Contact Telephone: 208-522-5656
Contact E-Mail: spencer@thehartwellcorp.com

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has any one of your current or former sureties or bonding companies ever been required to perform under or cancelled a bid bond, labor or material payment or a performance bond issued on your firm's behalf?

☐ YES

☒ NO

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

☐ YES ☒ NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

☒ YES ☐ NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

- ☒ Firm has included as part of their proposal, the required statements of qualification as described herein.
- ☒ Firm has included as part of their proposal, a copy of all required licensure as described herein.
- ☒ Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature: Eric Wan

Date: 11/17/2024

Printed Name: ERIC WAN

Title: CFO

MERCHANTS BONDING COMPANYTM

11-17-2024

Searra Simpson
City of Pocatello
2405 Garrett Way
Pocatello, ID 83201

RE: Construction Solutions Company Bonding Letter

Ms. Simpson:

We are pleased to write to you concerning our customer, Construction Solutions Company, LLC. We have had the privilege of providing for their surety needs since 2019. Their current bonding limits are \$25,000,000 single job with a \$30,000,000 aggregate work program. We would anticipate no problem providing the customary performance and payment bonds for their normal scope of work, should Construction Solutions Company, LLC enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A VIII" company and is licensed to transact business in all fifty states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although Construction Solutions Company, LLC has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any concerns or if we can be of further service. Feel free to contact me at 708-935-2101 if you have any questions.

Sincerely,



Keegan Short
Attorney-in-Fact

street
6700 Westown Parkway
West Des Moines, IA 50366-1754

mailing
P.O. Box 14408
Des Moines, IA 50306-0408

toll free 800 678 8171
local 515 243 6171
fax 515 243 5854

email info@merchantsbonding.com
website merchantsbonding.com



Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONSTRUCTION MANAGER

008709
License Number

11/08/2010
Original License Issued

This is to certify that
JARED TURNER

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 11/09/2024

Licensee Signature

Russell Barron, Administrator



Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

012502 - LBN LIMITED - S, 4, 5
License Number
Categories: 9350C, 9222C, 9792C

07/10/2012
Original License Issued

This is to certify that
CONSTRUCTION SOLUTIONS COMPANY, LLC

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 09/30/2025

Licensee Signature

Russell Barron, Administrator

COMPANY PROFILE

Construction Solutions Company: CSC was founded in 2010 with the intent of providing value added services to the construction industry, hence our middle name: Solutions. CSC is a regional mid-size construction manager/general contractor based out of Ammon, Idaho with a satellite office in Phoenix, Arizona. Currently CSC has 30 employees, including nine project management and administrative professionals in house, six superintendents, and our self-performance division providing concrete, framing, and finish carpentry services to our clients.

CSC's current workload is divided between Idaho and Arizona and accounts for approximately 35 million in revenue.

Real-Estate Development: CSC is actively involved in real estate development. This aspect of our business lends itself to being a better construction manager/general contractor. We take bare ground and formulate a plan for the best use of the property. We coordinate and take care of all due diligence including but not limited to: Alta surveys, geotechnical reports, coordination of environmental reviews, hiring and oversight of architect and engineers, obtaining and managing financing and cashflow, and construction management/general contracting. We do this on our own property and acting as the manager of an investment syndicate. We understand what it is like to sit in the chair as an owner and make critical decisions that have lasting implications.

Philosophy: CSC embraces a strong company culture based on professional development and open communication. From Senior Partners to superintendents, we believe that quality communication and strong relationships are the bottleneck of a construction company. Our team engages in quarterly operations meetings and yearly retreats to improve our processes, enhance the client experience, and promote teamwork.

Our philosophy of service centers around the concept that a significant amount of our business is both repeat and negotiated, so we work to build relationships inside our company, as well as with all those we have the opportunity to work with.

We find success in acting as a fiduciary for the owners and make sure that they are receiving the project they want. We respect and manage around their financial constraints. We believe in quality before, during, at completion, and in servicing the client after a project.

Experience: In the past 13 years we have provided services ranging from entitlement work and design oversight to financial analysis. We have managed the construction of large warehouses, medical facilities, restaurants, laboratories, and repair shops. We have managed multi-site programs for McDonald's, Pizza-Hut, Wendy's, Dutch Bros, East Idaho Credit Union, and more.

In addition to multi-phased construction management services, CSC has managed development and construction for clients like DL Evans Bank and schools like Alturas Academy. We have done preconstruction in many phases, most recently for a large food distribution company in a remodel and addition to their distribution facility. We have also recently done classroom remodels for Idaho State University in a phased approach.

We have been both owner and construction manager/general contractor, so we understand the entire process, as well as the importance of being on time and on budget in all phases of this project. We know the importance of communication and teamwork, which is what drives us and distinguishes us from our competitors. These distinctions have earned us the 2018 ENR Top Contractor award (certificate included in references).



CSC's financial stability is solid, as we are required to have a certain amount of liquid assets in place to maintain a bonding program sufficient to take on projects of this magnitude. **CSC has never been insolvent, filed for bankruptcy, or failed to perform on a payment and performance bond.**



PROJECT APPROACH

OVERVIEW

Construction Solutions Company has worked with public entities including, Idaho State University, State Hospital South, and the city of Ammon, Idaho to name a few. We are familiar with public works projects and understand the need to follow protocols and stay within budgets.

CSC has worked with a vast majority of the design professionals in Eastern Idaho, both as a construction manager, owner and traditional design-bid build contractor. Our communication model and formatted meeting schedules allow for seamless collaboration in the design, budgeting and planning process.

We understand the scope of this project to include both preconstruction and construction services and will work to finalize it with the designer and city of City of Pocatello as we proceed. During preconstruction, we will offer support to the owner and designer in schematic design, design development, and material procurement to align with budget and schedule. We will provide preliminary and final budgets and schedules in accordance with the city of City of Pocatello's needs. We will offer value engineering and do constructability reviews throughout the design process. We will collaborate to fulfill needs for all construction documentation, as well as needed permits to begin construction at the desired time.

When the designs are completed, we will work to cover all aspects of the project scope. We will acquire trained and experienced professionals through many avenues to assure the most cost-effective and efficient results. When acquired, we will guide all expectations for said professionals including, but not limited to, safety, scope, quality, and schedule.

When construction begins, we will establish and maintain good communication lines with those involved in the project, as well as continue to meet often with the owner and designer to make sure alignment of procedures, schedule, and budget are being satisfied. We will assure that the construction of the Maintenance Facility is done in accordance with all local regulations and manage all submittals, daily logs, budgets and schedules and all other aspects of construction. We will see the project through to the end and offer warranty services through the first year after completion.

PRECONSTRUCTION

The preconstruction phase of this project is a crucial one because it will set the tone for how things will go. When done correctly, preconstruction can guarantee the success of a project. Within preconstruction, we support the designer and owner in setting the budget, the schedule, and clear expectations for all individuals involved.

We understand how crucial it will be to give full attention to all preconstruction phases so we can guarantee the city of City of Pocatello their desired outcome. During this process, we will hold weekly meetings to assure timely completion of the preconstruction phase, making sure everyone is on the same page and that roles are clearly defined.

From the start of analyzing building systems during Schematic design, we begin and then continue our checks and balances system to make sure no aspect goes unchecked or uncommunicated. Here are the services we will provide during preconstruction:

DESIGN MEETINGS

During design, CSC participates in design meetings with both the architect and the owner. At the start of these meetings, **we listen**. Once we fully understand the desires of the owner, we can be a supporting role to the designer in making sure these desires are met.

CONSTRUCTIBILITY INPUT

The success is in the details. Once the designer begins to put things on paper, we look at how that drawing will come to life. As a support to the designer, at many stages

throughout the design, we give input on specific scopes of work, making sure details are clear for those who will be performing the work. By doing this, we can catch any issues or questions that might arise during the bidding and construction phases, so that the project can move along flawlessly and efficiently.

MATERIAL INPUT

As the design comes along, CSC will check on procurement time and price of products. As we get these details, we will offer any suggestions of lower-price options or talk about longer lead times that need to be addressed. This will allow the designer and owner to make informed decisions that can allow for a more cost-effective choice, or the procurement of items sooner.

VALUE ENGINEERING

From the moment design begins, our steps to offer value engineering begins. We take as many opportunities as possible to check pricing of products and services. As we work through preliminary budgets and schedules, we feel that instead of listing product manufacturers, listing product performance attributes is more efficient. This allows the vendor to provide multiple options during the budgeting phase which allows us to narrow the cost spectrum, becoming extremely valuable for certain items. If we can identify a look and performance attribute and find a product that achieves those goals at a price-sensitive to your budget, then that will be the direction we will suggest.

QUALITY CONTROL

As the design process continues, our project manager and estimator will check drawings often. During these checks, they look in depth at both constructability and product, making sure that scopes from both aspects of design and construction flow together to save time and money. Having these and all other construction documents checked frequently, can address issues that will increase quality throughout the preconstruction phase and into the construction phase.

We have found that frequent feedback given to the owner and designer creates a team that gets things done in the most efficient manner and allows for timely decisions so that the construction process can move along flawlessly.

PRELIMINARY SCHEDULE

Within this predesign phase, we create a preliminary schedule that can continue to be fine-tuned as the designs get closer to being done. As we work through the schedule, we need to consider what materials we are selecting and what impact(s) those materials have on our overall schedule. During the preconstruction phase, CSC will reach out to many of the vendors in key portions of the project to get marketplace feedback so that our schedule is representative of current economic conditions

PRELIMINARY BUDGETS

During the design phase, we put together preliminary budgets that are primarily based on square footage and what we know will be going into the project based on the owner's vision, design features, and due diligence, such as needed testing. Some of these will be known costs and planned for accordingly, but much of it will be able to be refined as the design progresses. Throughout this time,

we continually to check on product pricing and will continue refining the budget to be sure that the owner is satisfied with the final result.

BIDDING

After Preliminary Value Engineering is complete and a finalized set of construction documents is ready for bid, CSC, in conjunction with the design team, will hold an onsite Prebid meeting stressing the critical items that impact quality and schedule. After questions have been addressed in the addenda and bids have been submitted, we will review the responsiveness of the subcontractors with the team and then allow the low responsive bidders to provide their value engineering options which we can review before awarding them contracts. Our key objectives in the bidding process are as follows:

- Total project pricing is within the project budget.
- Selection of alternates as identified in the bidding process and through VE meet the intent.
- Low Responsive Subcontractors have the training, experience, and appropriate certification, as well as can work within the defined schedule to complete the work.

SUBCONTRACTOR SELECTION

Once we receive all subcontractor bids, we look at the following:

- Subcontractor ability and experience.
- Completeness of the bids given making sure every aspect of the project is covered and making any clarifications necessary.
- We check that their bids are within the bounds of the budget.
- Their schedule fits with the project schedule.

After all options have been weighed, we reach out to all low, responsive bidders, finalize who will be doing the work for the project, and then get immediate feedback on material lead times to produce a final schedule and take any action necessary to procure items.





CONSTRUCTION

The construction phase is where the magic happens. This is when we get to see the vision of the project come to life. In this process we hold weekly meetings to ensure effective communication, timely decisions, and the upholding of both schedule and budgets. Here is a breakdown of what the construction process looks like with Construction Solutions Company:

PROJECT START-UP MEETING

At the start of construction, CSC gathers everyone together to get on the same page and ready for a successful project. We make sure the operations manager, project manager, superintendent, subcontractors, and all other invested parties understand the scope of their work, the responsibilities they have, and the schedule in place. We also take this time to go over all safety protocols and expectations.

We find that this meeting ensures a smooth transition from one phase of construction to the next and gets everyone ready for action as soon as possible.

OACs

These meetings occur every other week to keep communication between the owner, architect, and contractor throughout the project. It allows the owner to ask questions, give direction, or work through any needed changes desired as construction continues. It also allows the contractor to give updates on what is happening at the site and receive any further clarifications from the owner or designer as they may arise. By keeping this communication line open, it ensures project success.

JPMs

The first of these meetings occur every other week to gather the superintendent, project manager, operations manager, and subcontractors to address the progress of the project. It reviews quality, schedule, responsibility, safety, expectations of work, and clearly defines sequencing for each scope.

TWO-WEEK LOOK AHEAD AND SCHEDULE UPDATES

At the end of each week, each team member receives a two-week look ahead and schedule update. This keeps everyone apprised of activities and makes sure that the schedule is being followed.

SUBMITTALS & SHOP DRAWINGS

The submittal process is when we receive the information for what products and pieces of the project need be accounted for. We scrutinize these submittals and shop drawings to make sure that everything is covered and correct. During the construction, expediting the submittal process and receiving order confirmations from all sub-tier contractors will be crucial to mitigating cost escalations.

MINIMIZED DISRUPTIONS

Our team works effortlessly on the jobsite to minimize disruptions. We have lots of experience making sure that

customers/clients are both safe and comfortable in the surrounding project areas. We coordinate any disruptive phases to be done during times that are most agreeable to the owner. We keep communication lines open to the owner and the subcontractors, so everyone understands what is expected for as little disruption as possible.

ONBOARDING MEETINGS

Onboarding meetings are between the superintendent and each subcontractor individually. At times information is lost between a subcontractor's office and their field staff so before a subcontractor commences work, our superintendent reviews their contract with the field staff, expectations for quality, schedule, adequate labor forces, and impacts on them for non-performance. Once they have a full understanding of their role, they are walked onto the jobsite and their part can begin.

WALKING QUALITY DAILY

Each day, the superintendent walks the job to check quality and procedures of the work being done. They look in details to see that jobs are being completed appropriately. This allows them to find things that can be fixed quickly, avoiding timely or costly mistakes.

DAILY LOGS

CSC believes that daily logs distributed to each team member (owner, design team, CSC internally, and subcontractors) allow everyone to be informed, issues that arise to be mitigated, and participants to be held accountable. These forms include daily activities, conversations and decisions made in the field, visitors on site, and issues that impact the project. Daily logs are sent out the following morning to each member of the team.

CHANGE ORDERS

As owner changes occur or unforeseen challenges are encountered, CSC quickly reviews both the schedule and budget. If either one is affected by the changes, CSC will contact the owner and architect to notify them and get their input as to how they would like to proceed. If any of the decisions made within this meeting impact a subcontractor, immediate action will be taken to receive price adjustments for the changes. As soon as these adjustments are made, schedule and budget are modified accordingly and taken to the owner and architect for review. Once an agreement of the change in budget and schedule is made, all changes will be added to the contract and put into Procore to be documented and tracked.

BUDGET UPDATES

Financial documentation will be sent out monthly to the project team. During preconstruction we report costs that deal with design and due diligence, like testing. These will be handled as direct payments to the vendors and/or reimbursable to CSC. Throughout the project, as part of

the financial documentation, we will update budgeted costs versus actual, so the owner understands where they sit from a cash flow standpoint.

PROCORE

We use Procore throughout the life of the project to help our communication efforts with all parties involved in the project. We use it for:

- A project directory
- Daily logs and progress photos
- RFIs
- Project specific documents, such as schedule, permits, meeting minutes, safety protocols, change orders, and inspections
- Submittals
- Punch list

WALKING SUBCONTRACTORS OFF THE JOB

As a subcontractor finalizes their scope, our superintendent walks the job with their field staff and addresses quality issues or anything within that subcontractor's scope that is incomplete and must be completed before they leave the job. This allows our team to verify quality and reduces the strain on the subcontractors and owner as we create a final punch list at the end of the project.

FLASHTRACT

CSC utilizes Flashtract payment software to distribute all pay requests to subcontractors. This system sends out a monthly billing request to all subcontractors on the job. Once the subcontractor submits their billing electronically with their digitally created and signed lien waiver from the system, the project manager will approve the billing. This software will allow us to distribute billing reports to the owner, keeping them up to date on contractor payment compliance.

PUNCH LIST

The punch list is made when the owner, architect, and contractor do a final walk-through of the project site to assure that everything has been done in a satisfactory manner. As this walk-through is done, anything that is found is added to the punch list, making sure that all items within the project are completed prior to project close-out.

MATTERPORT WALKS

CSC conducts Matterport 3D scans before we place sheetrock. At the end of the project, we have these scans available to the owner so in the event the owner decides to change something down the road they know what is "behind the walls" before making any modifications. This tool is a value add to the as-built drawings delivered in the Operating & Maintenance (O&M) documents at the end of the project.

CLOSEOUT COORDINATION MEETING

As the project nears completion, CSC will have a project commissioning meeting that includes going over all closeout documentation, giving a draft of the O&M manuals, giving a list with contact information for all subcontractors who worked on the project, going through systems with the owner, and introducing our warranty specialist. If it has not already been addressed, we will also use this time to coordinate the owner's occupancy requirements.

CERTIFICATE OF SUBSTANTIAL COMPLETION

At the final walkthrough with the owner, we will give a Certificate of Substantial Completion. This is a document which states that the building is ready for occupancy. There may be small items the owner wishes to address, which can be added to this document for final completion of the project. We will continue to address these items quickly and efficiently. This is yet another way we assure quality throughout the entire project.

WARRANTY SERVICES

CSC has a full-time warranty specialist for all completed projects. After we turn over a project, our warranty specialist will step in, working with sub-tier contractors to address any outstanding issues throughout the first year. He will also work with your facilities manager on routine maintenance to ensure that your warranties are upheld.

11-MONTH WALK-THROUGH

CSC feels it is important to stay engaged to the very end and because of this, we do an 11-month walk-through. This is where our warranty specialist will facilitate a walk-through of the project where they can address any issues prior to the warranty period expiring.

WHAT MAKES CSC DIFFERENT WHEN IT COMES TO COMMUNICATION?

CSC addresses all quality control throughout a project from a 30,000-foot view. We look at the construction process as a team effort. We want to sit on the same side of the table as the owner and architect where the objective is a win-win for all parties. That is why 90% of our business is repeat clientele. We look at every project as a relationship and we want those relationships to be long-term and beneficial for both parties.

With that philosophy in mind, the one item that separates Construction Solutions Company from most of our competitors is our communication plan. We feel that communication is the most important principle in construction because it touches every part of the project. If we succeed in communicating as a team, the project will be more efficient in every aspect including cost, schedule, and quality.



JARED TURNER, CCM **CHIEF EXECUTIVE OFFICER**

CONSTRUCTION MANAGER

Jared's role as Construction Manager will put him as the main point of contact throughout the preconstruction phase. He will participate in design review, bidding, budget estimates, and subcontractor contracts.

EDUCATION

A.S., Ricks College, Construction Management

B.S., Brigham Young University, Construction Management

TRAINING, CERTIFICATIONS, AFFILIATIONS

Certified Construction
Manager (CMAA)

ID Construction Manager
Lic#008709

30-Hour OSHA Safety
Certified

Public Works Certificate
of Authority

Public Works Construction
Manager License

Certified Butler Steel Building Erector

Associated General
Contractors of America

PREVIOUS WORK EXPERIENCE, 21 YEARS IN CONSTRUCTION

- Project Manager – Bateman Hall
- VP of Operations – Ovard Construction

NOTABLE CONSTRUCTION PROJECTS

- State Hospital South
- Developer of Record for Estrella Gin Business Park
- Fremont County Joint School District
 - Ashton Elementary
 - Henry's Fork Elementary
- DL Evans Bank
- Alturas Academy
- Maricopa Economic Development Alliance Building in, Arizona
- Construction Manager for demolition and reconstruction for two new schools in district 91



JAMES "JIM" TURNER **CHIEF OPERATIONS OFFICER**

OPERATIONS MANAGER

Jim's role will be during the construction process. He will oversee the operations of the project, including rotating weekly Job Progress Meetings and Owner, Architect, Contractor Meetings, where they review progress, quality, and schedule.

EDUCATION

B.S., Portland State University, Supply Chain Management

PREVIOUS WORK EXPERIENCE, 21 YEARS IN CONSTRUCTION

- Project Manager – Benchmark Construction
- Regional Project Manager – KB Home Tucson Div.
- Project Manager – Pulte

NOTABLE CONSTRUCTION PROJECTS

- Owner's Representative for DL Evans Bank
- Connection's Therapy Center
- 800 Unit Residential Subdivision in Tucson Arizona
- Grand Peaks Medical and Dental (Multiple Projects)
- NPC International 164 Restaurant Retrofit and Reimage Program
- Wendy's Eastern Idaho Reimage Program including 2 new restaurants
- Idaho Eye and Laser Center- 2 projects- eyecare and surgical center
- Premier Eye Care

TRAINING, CERTIFICATIONS, AFFILIATIONS

30-Hour OSHA Safety
Certified



**TRAINING, CERTIFICATIONS,
AFFILIATIONS**

30-Hour OSHA Safety
Certified
Procore Certification

CHALLIS STEWART

PROJECT MANAGER

Challis will be the main point of contact during construction. He will be directly responsible for the overall project including scheduling, submittals, change orders, billings, and project documentation. He will conduct and record meeting minutes of the weekly Job Progress Meetings and Owner, Architect, Contractor Meetings, as well as monitor subcontractor compliance.

EDUCATION

B.S., Brigham Young University Idaho, Construction Management

PREVIOUS WORK EXPERIENCE, 6 YEARS IN CONSTRUCTION

- Framing- Boardwalk Construction
- General Labor- Jerry Stubbs Construction
- Framing- Zip Kit Homes
- Assistant Superintendent- Construction Solutions Company
- Assistant Project Manager- Construction Solutions Company

NOTABLE CONSTRUCTION PROJECTS

- State Hospital South
 - Idahoan Operations Office
 - Idaho Eye and Laser Ambulatory Surgical Center in Twin Falls
 - Diagnostics Lab Nuclear Pharmacy Center, Bozeman, Montana
 - Grand Peaks Medical addition and new build
 - DOT Foods office remodel and addition
-



**TRAINING, CERTIFICATIONS,
AFFILIATIONS**

American Society of Professional
Estimators
30-Hour OSHA Safety
Certified
Procore Certification

Andrew Pelton

PROJECT ESTIMATOR

Andrew works to provide accurate project costs. He works directly with architects and owners in the preconstruction phase to help manage and set budgets by exploring value engineering and cost reduction measures. He will have a full-time presence exploring costs through assessing current market conditions, budget control, and constructability reviews.

Education:

B.S., Brigham Young University Idaho, Construction Management

PREVIOUS WORK EXPERIENCE, 5 YEARS IN CONSTRUCTION

- Big D Signature
 - Project Estimator
 - Project Manager
 - Steel erection and fabrication

NOTABLE CONSTRUCTION PROJECTS

- Estrella Gin Business Park- \$72,000,000.00 Master Planned Mixed Unit Commercial Development
 - Idahoan Operations Office- Office Building
 - Community Council of Idaho- Medical Building
 - East Idaho Central Credit Union, Meridian
-



**TRAINING, CERTIFICATIONS,
AFFILIATIONS**

30-Hour OSHA Safety
Certified

Procore Certification

SWPPP

First Aid and CPR

30-Hour MSHA

Certified Rigger

SUPERINTENDENT

Travis will walk subcontractors and off the job, walk the construction site daily. He will participate in all JPMs and be in constant contact with the Project Manager to be sure that construction is being done in compliance with plans and scope.

EDUCATION

B.S., Brigham Young University, Construction Management

PREVIOUS WORK EXPERIENCE, 15 YEARS IN CONSTRUCTION

Travis has recently completed two public projects. He was the project manager on DPW Project 18362 State Hospital South renovation and fence installation. He also worked on an addition and existing renovation to the Downey Library for the South Bannock Library District. In addition to his public projects, Travis has completed 5 projects for McDonalds in Wyoming, Montana, and Idaho. Travis is currently working on the Estrella Gin Business Park and the Villas at the Gin which is 10 individual projects including office, retail, industrial and 195 units of apartments. Total estimated budget for project is \$72 million dollars.

NOTABLE CONSTRUCTION PROJECTS

- Modern Home Retail Facility and Warehouse
- Estrella Gin Business Park- \$72,000,000.00 Master Planned Mixed Unit Commercial Development
- Grand Peaks Medical
- Connections Therapy

TRAVIS SIMONS



**TRAINING, CERTIFICATIONS,
AFFILIATIONS**

10-Hour OSHA Safety
Certified

Procore Certification

KELSEY HUSTON

PROJECT ADMINISTRATOR

Kelsey does most of the work behind the scenes. She assists CSC in documentation for project set up, contractor compliance, subcontractor compliance, and project closeout. She has assisted with several DPW projects and is familiar with the programs and documentation associated with DPW. She has also worked with several other client-specific programs and has helped CSC maintain project compliance throughout the duration of the projects.

Education:

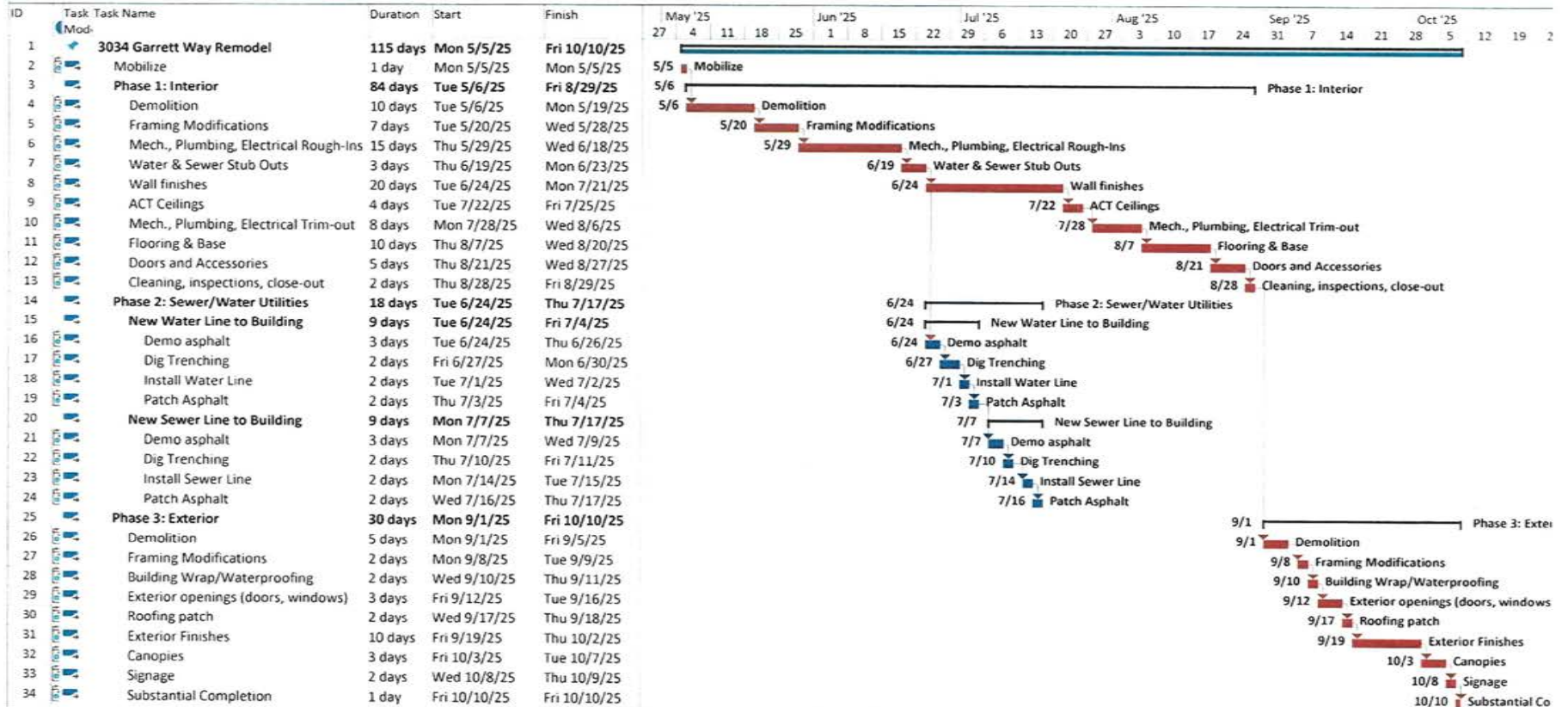
Boise State University, Construction Management

PREVIOUS EXPERIENCE, 7 YEARS IN CONSTRUCTION

Kelsey worked for WorleyParsons both in Project Controls and Project Administration in Anchorage, Alaska. She worked for senior management creating and maintaining company cost reporting tools, as well as working alongside major oil and gas clients to ensure accurate documentation for project delivery.



3034 Garrett Way, Pocatello



Project: 3034 Garrett Way, Pocatello Date: Mon 11/18/24	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
	Split	External Tasks	Inactive Summary	Manual Summary	Critical
	Milestone	External Milestone	Manual Task	Start-only	Critical Split
	Summary	Inactive Task	Duration-only	Finish-only	Progress



IDAHO EYE & LASER

Pocatello, Idaho

• OWNER INFORMATION

IDAHO EYE & LASER
CRAIG BATES

• PROJECT INFORMATION

PROJECT SIZE: 4,316 SF
ARCHITECT: BOOTH ARCHITECTURE
CONTRACT AMOUNT: \$699,395.60
COMPLETE: 07-2021

The Idaho Eye and Laser Center in Pocatello has undergone a significant transformation with a 4,316 square foot expansion designed to enhance patient capacity and improve overall service delivery. This project not only adds much-needed space but also includes a comprehensive interior remodel aimed at refreshing the existing facility. Marasco and Associates served as the Pre-Construction architect, collaborating closely with the project team to ensure a streamlined planning and design process.

The expansion features modern clinical areas that promote efficiency and comfort, ensuring a positive experience for patients and staff alike.

The interior remodel focuses on updating aesthetics and functionality, incorporating contemporary design elements and advanced technology throughout the facility.

This strategic enhancement reflects Idaho Eye and Laser Center's commitment to providing high-quality eye care and accommodating the growing needs of the Pocatello community. The revitalized space is designed to facilitate a wide range of services, ultimately supporting better patient outcomes and satisfaction.



Power County Hospital

American Falls, ID

• OWNER INFORMATION

Power County

• PROJECT INFORMATION

PROJECT SIZE: 7,229 SF

ARCHITECT: Booth Architecture

CONTRACT AMOUNT: \$896,487.00

COMPLETE: 8-1-2023

The renovation of the administrative facility at Power County Hospital aimed to enhance employee morale, optimize workspaces, and integrate advanced technology to improve operational efficiency. The project reconfigured office layouts, introduced ergonomic furniture, and created collaborative spaces to foster a more comfortable and productive environment for hospital staff. In addition, cutting-edge technology was incorporated, including smart AV systems, upgraded IT infrastructure, and digital signage to streamline communication and workflow.

Sustainable design practices were also implemented to improve energy efficiency. This renovation not only improved employee satisfaction but also supported the hospital's mission of providing excellent care by ensuring that administrative operations were modern, efficient, and aligned with industry best practices.



Beard St. Clair Office Building

Pocatello, Idaho

• OWNER INFORMATION

Beard St. Clair Gaffney

• PROJECT INFORMATION

PROJECT SIZE: 8,325 SF

ARCHITECT: Booth Architecture

CONTRACT AMOUNT: \$3,025,485.00

COMPLETE: 5-10-2024

The Beard St. Clair Pocatello Office is a thoughtfully designed professional workspace developed through a collaborative Design Build approach by Booth Architects and CSC. This modern facility spans 8,325 square feet and serves as the operational hub for Beard St. Clair and BBSI, reflecting a commitment to functionality and aesthetics. The design emphasizes open, flexible layouts that promote collaboration while also providing private areas for focused work.

With a blend of contemporary architectural elements and sustainable practices, the building not only meets the needs of its occupants but also enhances the surrounding community. The project stands as a testament to innovative design and efficient construction, embodying the values and vision of both Beard St. Clair and BBSI.



WPCF Operations Building

Pocatello, Idaho

• OWNER INFORMATION

City of Pocatello

• PROJECT INFORMATION

PROJECT SIZE: 6,129 SF

ARCHITECT: Myers Anderson

CONTRACT AMOUNT: \$3,363,990.00

COMPLETE: 8-1-2024

The WPCF Operations Building in Pocatello, Idaho, is a significant advancement in local infrastructure, designed to enhance operational efficiency and support wastewater management efforts. With a footprint of 6,129 square feet, the facility is specifically tailored to meet the needs of the Water Pollution Control Facility (WPCF), integrating modern architectural design with functional operational spaces. Completed in just 10 months, this project reflects the collaborative efforts of Myers Anderson Architects and Keller and Associates, who combined innovative design principles with practical engineering solutions.

The associated site work enhances the facility's accessibility and operational capabilities, ensuring a seamless integration with the surrounding environment. Overall, this state-of-the-art building not only addresses the immediate needs of the WPCF but also positions Pocatello for future growth, demonstrating a commitment to sustainable and efficient wastewater management practices.



Gregory C. Calder

955 Pier View Drive • Idaho Falls, ID 83402
Phone (208) 557-5205 • Fax (208) 523-5069
calder@beardstclair.com

February 15, 2022

Jared Turner
Construction Solutions Company
2880 E. 14th N.
Ammon, Idaho 83401

Re: CSC Letter of Reference

To whom it may concern:

We engaged Construction Solutions Company to help us with the development and construction of our new office in Idaho Falls. CSC helped with land and tenant negotiations, worked with our management team on design, and then constructed our building within our tight time constraints.

Their project manager and superintendent were excellent communicators and kept our team involved throughout the process. Any issues that arose were quickly met with solutions.

If you are looking for a construction company that values teamwork, communication, and professionalism, then we highly recommend the group from Construction Solutions Company.

Feel free to reach out to me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Calder", with a long, sweeping horizontal line extending to the right.

Gregory C. Calder

Attorneys licensed in							
Idaho	Colorado	Montana	New York	Nevada	North Dakota	Washington	Wyoming Utah
Jared W. Allen	John M. Avondet			Michael W. Brown		Jeffrey D. Brunson	Gregory C. Calder
Jonathan C. Callister	Dan C. Dunmar			Joseph D. Fairbank		Jarin O. Hammer	Mark L. Garner
Herbert J. Heimerl III	Melissa O. Heimerl			Thomas J. Holmes		Megan J. Hopfer	Robert B. Knudsen
Lindsay M. Lofgran	Kristopher D. Meek			Lance J. Schuster		Jack H. Robison of Counsel	Julie Stormer of Counsel



03/08/2022

To Whom It May Concern,

I am pleased to provide this reference letter for Construction Solutions Company (CSC). I had the pleasure to work directly with most of the team on some level.

Grand Peaks hired CSC to work on multiple projects at one time. The biggest of the three was the new medical, behavioral health and pharmacy building in our St. Anthony location. This project consisted of a brand new 17,000 sq. ft. building. The second project was a 7,000 sq. ft. addition to our Rexburg medical, dental and behavioral health building. The final project was a 1500 sq. ft. addition to our St. Anthony dental facility. I found all of CSC staff to be very knowledgeable, professional and co-operative throughout the whole project. They were a great fit for our organization. They were attentive to our needs and wants. We were not building your traditional commercial building we needed the quality of commercial but with a residential environment. I asked a lot of CSC with many change orders to the original plan. CSC was willing to work hard to adjust schedules or find additional product needed to make those changes. Grand Peaks had tight deadlines to meet and CSC was able to meet them. We also had the added stress of working around our patients and making sure, their needs were still being met at all facilities. I was impressed with the project superintendent, Josh Morgan, which was with us every day. He kept the area clean and safe for our patients. The project manager, Travis Simons, was also very responsive to all concerns or questions that I had. Jim Turner the COO was also willing to put his bags on and go to work to meet deadlines. His biggest concern was to make sure I was happy. I truly appreciated their team. In addition, after construction completion, they have been responsive and thorough in addressing any minor issues associated with the projects.

I will definitely be working with them on future projects. I would recommend Construction Solution Company to you without any hesitation. If you have, any further questions please contact me at 208-624-8017.

Sincerely,

A handwritten signature in cursive script that reads "Lori Sessions".

Lori Sessions
CEO

Rexburg Medical:

72 South 1st East • Rexburg, Idaho • 83440
Fax (208) 356-3724

(208) 356-4900
grandpeaks.org

St. Anthony Medical:

335 East Main St. • St. Anthony, Idaho • 83445
Fax (208) 624-4116



To Whom it May Concern,

I am writing to recommend Construction Solutions Company for your commercial construction projects. Based on their exceptional work as demonstrated in the recent renovation project for the Idaho Falls Country Club, I have full confidence that they will be a valuable partner for your upcoming construction needs.

Construction Solutions Company successfully completed the building renovation for the Idaho Falls Country Club within our budget and on time. Their dedication to maintaining open communication and high levels of professionalism throughout the entire process was truly impressive. Their attention to detail, commitment to quality, and ability to effectively manage the project sets them apart from other companies in the industry.

I believe that Construction Solutions Company's expertise and approach to construction projects make them an ideal choice for meeting the needs of potential clients such as yourself. I am confident that you will find their work to be both outstanding and reliable.

Should you require any further information regarding my experience with Construction Solutions Company, please do not hesitate to contact me at jason@ifcountryclub.com.

Sincerely,

Jason Jacobsen, PGA
General Manager
Idaho Falls Country Club



Connections
Therapy Centers

connectionstherapies.com
A Provider for Mountain View Hospital



Michelle Dahlberg
Connections Therapy Centers
1460 Elk Creek
Idaho Falls, ID 83401

7-8-19

To Whom it May Concern,

I am writing this letter as a recommendation for the services provided by Construction Solutions Company. We hired CSC as the contractor on our new 24,000 square-foot Idaho Falls clinic, which was completed in August 2018.

CSC was a good choice for our business. They were attentive to our needs and gave us a quality finished product that we love.

We were especially impressed with their on-site job supervisor who was extremely reliable and helpful throughout the project. He kept us informed, answered questions and ensured the project progressed smoothly.

I recommend CSC for your construction needs. Please let me know if you have any questions.

Sincerely,

Michelle Dahlberg



RECOGNITION

ENR

Mountain States

News and Analysis
for the Construction
Industry From
Colorado, Idaho,
Montana, North
Dakota, South
Dakota, Utah
and Wyoming

TOP CONTRACTORS 2018



**Construction Solutions Company
Rank #18**

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A bnp PUBLICATION



buildwithacm.com

ALPINE CONSTRUCTION MANAGEMENT, LLC
530 LOMAX STREET, IDAHO FALLS, ID 83401

POINT OF CONTACT
DAVID STAUFFER, PRESIDENT
dstauffer@buildwithacm.com
208.559.3300 (cell)
208.286.1863 (office)

COME BUILD WITH US



POCATELLO CITY CLERK
MUNICIPAL BUILDING
911 NORTH 7TH AVENUE
POCATELLO, IDAHO 83201

ATTN: SEARRA SIMPSON
SSIMPSON@POCATELLO.US
208.234.6155

CONSTRUCTION MANAGEMENT SERVICES PROPOSAL

DUE DATE
11:00 AM
NOVEMBER 19, 2024



1. BRIEF FIRM DESCRIPTION

Based in Idaho with offices in Idaho Falls and Boise—and building nation-wide—ACM was founded 18 years ago, in 2006. ACM employs over 25 commercial construction professionals in the preconstruction and construction phases. Our project managers, superintendents, and estimation team members have decades of experience in all construction fields and bring their expertise to the City of Pocatello. Founder and President Dave Stauffer and his project managers have extensive experience building government facilities across their careers, in addition to construction in the healthcare, hospitality, mixed use, and retail sectors.

One of our most valuable advantages is our skilled in-house labor force, allowing us flexibility with personnel schedules; we meet and often exceed expectations regarding scheduling as we self-perform Divisions 1, 2, 6, 7, 9, and 10. When we need more specialized help, our vetted list of subcontractors offers coordination opportunities to meet ongoing and final milestones and deadlines.

2. PAST PERFORMANCE

See pages 13 – 15, herein.

3. PROJECT MANAGER & KEY STAFF



ACM PRINCIPAL DAVID STAUFFER, CM

Responsibilities: Construction management development and oversight of planning, quality control, project management, risk management, procurement, and contract management. Manage state and federal projects; identify and anticipate issues ahead of time; develop solutions to help speed the project along; develop relationships within the project; communicate with project owners and stakeholders.

Training: Bachelor of Business Administration
Finance & Accounting, Idaho State University, Pocatello
Bachelor of Science Construction Management
Boise State University, Boise
Idaho CM License #17357
OSHA 30-hour Certification
CQC Certification



ACM PROJECT MANAGER HOPE HOPCIA

Responsibilities: Collaborate with project owners, architects, engineers, and team members—including subcontractors—to determine project specifications; Determine needed resources like manpower, equipment, and materials, from start to finish with attention to budgetary limitations; Acquire equipment and materials and monitor stock to timely handle inadequacies; Supervise the work of team members and offer guidance when necessary; Evaluate progress and prepare detailed reports; Ensure adherence to all health and safety standards and report issues.

Training: Bachelor of Science Construction Management
Boise State University, Boise
Certified Pharmacy Technician, Idaho State University
7 years of experience in commercial construction
OSHA 10-hour Certification

3. PROJECT MANAGER & KEY STAFF, continued



ACM ASSISTANT PROJECT MANAGER DENISE PRESTON

Responsibilities: Evaluates project specifications and acts under the direct of the project manager; Effect project coordination, leading the submittal and procurement process quality assurance; Document communications between owner, designer, construction manager, and project manager; Review specifications and ensure compliance; Provide support to Project Management and Superintendent; Facilitate communication for project meetings.

Training: 30 years of experience in construction purchasing, budgeting, and value engineering.
OSHA 10-hour (currently enrolled)



ACM LEAD ESTIMATOR TIM TOWNSEND

Responsibilities: Acquire understanding of the requirements of the project/program-at-hand; Select metrics to provide valid estimates; Foster relationships with key vendors like subcontractors, architects, etc.

Training: Associate of Applied Science—
Computer Networking Systems, ITT Tech Texas
24 years of experience in commercial construction, performing in estimating, superintendent, and project management.
OSHA 30-hour Certification



ACM SUPERINTENDENT MIKE SANTOS

Responsibilities: Collaborate with owners, architects, engineers, sub-contractors, and team members to determine project needs; Supervise staff and provide constructive feedback; Monitor and report on project progress; Implement safety and quality guidelines; Ensure the jobsite remains safe, clean, and orderly; Resolve onsite issues and emergencies.

Training: Electrical Journeyman—Idaho State University
23 years of experience in commercial construction
OSHA 30-hour Certification
MSHA 40-hour Certification
EM385 Certification
US Government SSHO
Tower Crane Operator
Journeyman Carpenter

4. SIMILAR PROJECT EXPERIENCE

	PV-TEC	BONNEVILLE TRANSPORTATION FACILITY	BOISE AIRPORT	IDAHO STATE CAPITOL BUILDING	BSU CI+D
Occupied Bldg			•	•	•
Office Demolition	•		•	•	•
HVAC Work	•	•	•	•	•
Interior Remodel	•	•	•	•	•
Utilities Work	•	•	•	•	•
Exterior Remodel	•	•			

PORTNEUF VALLEY TECHNICAL EDUCATION & CAREER CAMPUS



Location: Chubbuck, Idaho
Budget: \$7,100,000
Size: 97,000 sq ft
Timeline: October 2023 to November 2024
 ➤ Completed 5 months early.

Scope of Work:
 Demo and remodel of existing high school building with an 18,000 sq ft new build addition. Interior work included offices, vestibules, and corridors; restrooms; commercial kitchen to be used as a culinary classroom; and specialty classrooms for technical education courses. Work further included attention to mechanical, electrical, plumbing, and adding new sewer and water utilities as well as exterior finishes, signage, asphalt, and landscaping.

BONNEVILLE TRANSPORTATION FACILITY



Location: Idaho Falls, Idaho
Budget: \$3,500,000
Size: 16,000 sq ft
Timeline: current—11-month schedule

Scope of Work:
 Site work and new build of bus storage barn and dispatch office. The 4,000 sq ft office space has offices, break rooms, work room, and two four-stall restrooms. Scope of work includes attention to new mechanical, electrical, plumbing, and adding other utilities like running sewer and water, as well as exterior finishes, signage, and asphalt.



BOISE AIRPORT | TSA LANE EXPANSION



Location: Boise, Idaho
Budget: \$1,800,000—ACM returned \$400,000
Size: 7,800 sq ft
Timeline: August 2022 to February 2023
➤ Completed 3 months early.

Scope of Work:

Demolition of high-security space within fully-functional airport to expand TSA lanes, create new exiting lane, and remodel and relocate the Boise Police Officer Offices and the TSA Offices. Attention to existing mechanical, electrical, telecom, and fire suppression systems to tie into existing services.

IDAHO STATE CAPITOL BUILDING | LSO TENANT IMPROVEMENT



Location: Boise, Idaho
Budget: \$5,000,000—returned \$500,000+
Size: 12,400 sq ft
Timeline: Phase I: April to December 2023
Phase II: April to November 2024

Scope of Work:

Demolition of NE and SE quadrants of the first floor of the occupied Idaho State Capitol Building to provide new offices, meeting spaces, and support for the House of Representatives. New work matches existing historical finishes, materials, style, and color and required movement and tie-ins to existing mechanical, electrical, telecom, and fire suppression systems.

BSU COLLEGE OF INNOVATION + DESIGN



Location: Boise, Idaho
Budget: \$550,000
Size: 13,600 sq ft
Timeline: July 2023 to February 2024
➤ Completed early.

Scope of Work:

Demolition and remodel of the Boise State University Albertson Library 2nd floor for the College of Innovation + Design. Construction included new lobby, open office area, beverage bar, and classrooms with steel stud walls & aluminum-framed storefront and special attention to associated finishes, mechanical, electrical, and fire suppression systems in an occupied campus building.



5. PROJECT APPROACH

PRECONSTRUCTION SERVICES

This phase is critical to the success of the project and one ACM project management especially enjoys; successful preplanning helps mitigate a lot of the challenges that come up during the construction phase. In the case of this project for the City of Pocatello, those challenges may come in the form of long lead times and phasing. Collaboration during the design phase allows ACM to provide comprehensive management to the design team and the City of Pocatello, allowing successful project administration and contract compliance and avoiding any changes during the construction phase. Our services include development of a Project Management Plan, Project Procedure Manual, delineated responsibilities via the critical path schedule, value engineering options and availability of materials, and a clear contract strategy.

Setting goals and milestones through scheduling, choosing the right sub-contractors, and communicating our expectations clearly and precisely all play a vital role in the completion of successful construction projects, a process aided by our bidding strategy to evaluate bids for compliance with project requirements and documents.

For this project, we will work with the City of Pocatello and the design team to look at phasing to make sure we have the best approach to accomplish the construction activities as they relate to the budget and the schedule. We may even be able to run the three delineated phases concurrently, which reduces the cost and overhead in addition to the time savings.

CONSTRUCTION SERVICES

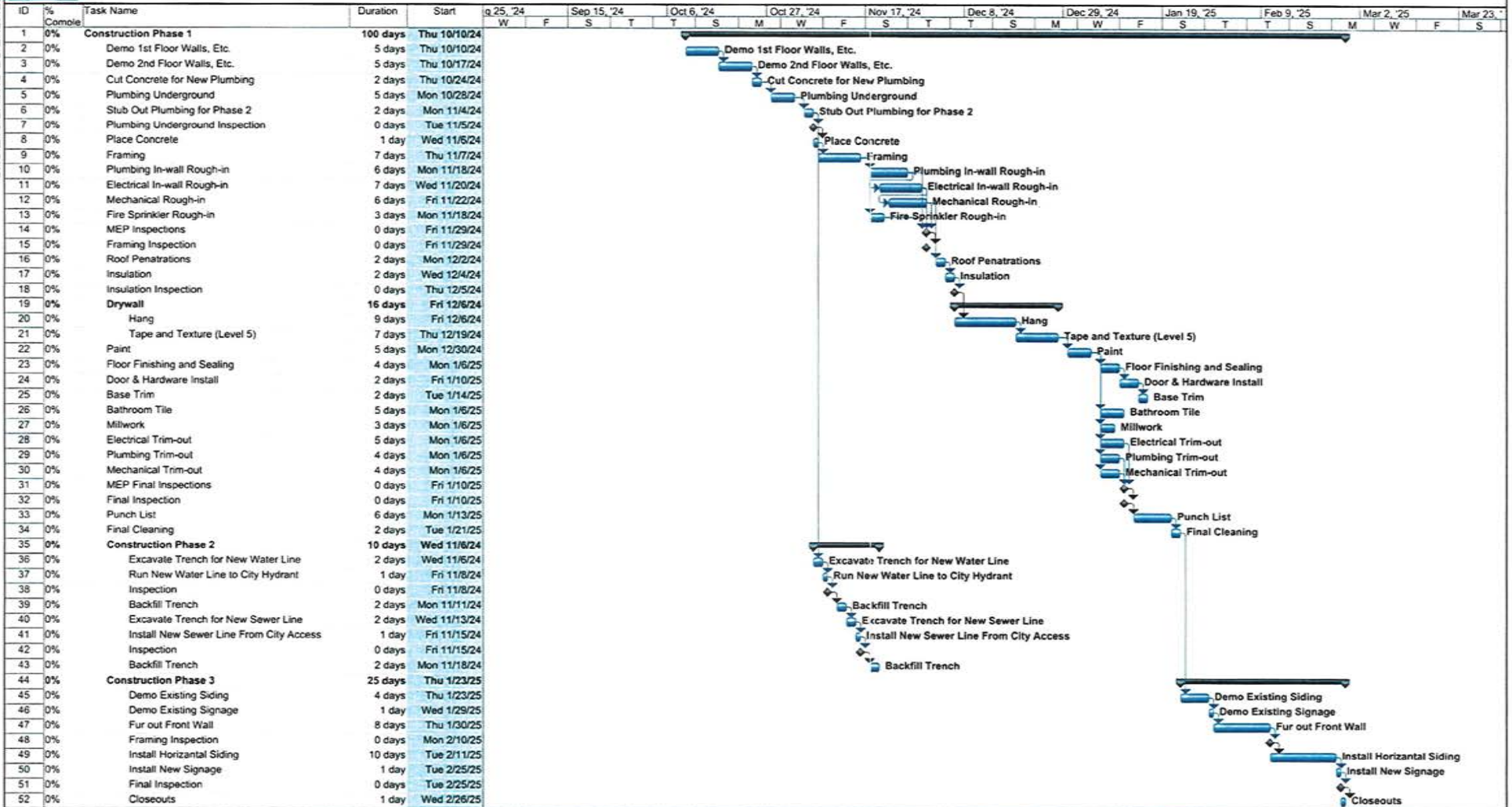
This phase is where we believe that we set ourselves apart from our competition. Our in-house team goes above and beyond for our clients to assure a great experience for all those involved; we strive to exceed your expectations. ACM will initiate construction activities and supervise all tasks by our team members and subcontractors as we provide all General Conditions services and assume overall responsibility for the administration and scheduling of the milestones and tasks delineated by the schedule including the quality assurance, safety inspections, and regular inspections; the payment processes; and the regular OAC (owner-architect-construction manager) meetings. ACM Superintendents develop great relationships with the stakeholders, record and submit Daily Reports; schedule coordination meetings between all laborers and subcontractors; conduct weekly safety meetings; and review budget and workmanship.

CLOSEOUT

A successful project closeout begins and ends with the City of Pocatello in mind. Our goal is to turn over a completed project that surpasses the quality and function required by the owner.

ACM will:

- Schedule training for the maintenance and other staff for the HVAC and specialty systems
- Provide accurate and complete redline drawings with pictures upon project completion.
- Ensure that all warranty information is easily accessible and understandable.
- Ensure that all provided contact information is correct and current in the event questions arise.

CITY OF POCATELLO
3034 GARRETT WAYProject: Pocatello Schedule
Date: Mon 11/18/24Task
ProgressTask
ProgressMilestone
Summary

◆

Rolled Up Task
Rolled Up MilestoneRolled Up Task
Rolled Up MilestoneRolled Up Progress
SplitExternal Tasks
Project SummaryGroup By Summary
Deadline



7. QUALITY CONTROL PROCEDURES

The ACM Construction Quality Control (CQC) Manager is responsible for overseeing overall implementation of the ACM Quality Control Plan and coordinates all project testing, inspections, and reporting matters directly with the Project Manager. The CQC and all team members have the authority to intercede directly and stop work due to any unsafe work practices or site conditions.

ACM's Construction Quality Control Program has procedures for submittals, setting forth a process for:

- Registering, scheduling, preparing, and filing submittals
- Control Phases: preparatory, initial inspection, and follow-up
- Tracking design and construction deficiencies
- Completion inspections including punch-out, pre-final, and final acceptance

Additionally, the CQC documents the quality control activities, like keeping track of the time and number of team members and subcontractors are present on the jobsite, which equipment is present onsite and how it is used, any deficiencies and corrective actions, job safety evaluations, etc.

Our Quality Control Program is in place to offer the City of Pocatello the best completed project possible. Quality begins and ends with the owner, specifications, and end user in mind and takes into consideration the budget and schedule with the quality of materials as well as the quality of workmanship.

ACM excels with our performance because our in-house workforce are not only remarkably talented specialists, but they also work well in tandem with the subcontractors hired to accomplish the construction tasks not in their field of expertise. They are always quick to help out and do any pre-work that the subcontractor needs to have accomplished and often act as assistants to them to ensure the work is done right the first time, every time.

ACM specialists are not engaged in projects elsewhere: as an in-house workforce, they are onsite from the beginning of the construction phase through closeout. In this way, they have a wholistic approach to the project and are able to continue the momentum of the construction activities rather than popping in and out of the work. This continuity of work benefits the City of Pocatello because the quality is always at the forefront.

8. PROPOSAL FORM

ATTACHMENT 2
PROPOSAL FORM

SEALED PROPOSALS DUE: Tuesday, November 19, 2024 at 11:00 am MST
This completed Proposal Form must be submitted with your Proposal.

FIRM: Provide Firm’s name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name: ACM (Alpine Construction Management, LLC)
Mailing Address: 530 Lomax Street, Idaho Falls, Idaho 83401
Physical Address: See Above
Contact Telephone: 208.559.2055
Contact E-Mail: hhopcia@buildwithacm.com

LICENSING: Pursuant to *Idaho Code 54-4501, et seq*, please provide the following license information for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.

Construction Manager License Holder Name: David R. Stauffer
Idaho Public Works Construction Manager License #: 17357
License Expiration Date: 31 August 2025

INSURANCE: State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder’s risk and workers’ compensation.

Company Name: MarshMcLennan Agency
Address: 960 Broadway Ave. Ste 500, Boise, Idaho 83706
Contact Telephone: 208.424.2933
Contact E-Mail: Sam.Mahr@MarshMMA.com

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has any one of your current or former sureties or bonding companies ever been required to perform under or cancelled a bid bond, labor or material payment or a performance bond issued on your firm’s behalf?

☐ YES ☒ NO

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

☐ YES

☒ NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings? Please see below for explanation.

☒ YES

☐ NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.



Firm has included as part of their proposal, the required statements of qualification as described herein.



Firm has included as part of their proposal, a copy of all required licensure as described herein.



Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature:

Date: November 19, 2024

Printed Name: Denise Preston

Title: Assistant Project Manager

EXPLANATION:

ACM filed a Complaint for Foreclosure of Claim of Lien for breach of contract after nonpayment for months after project completion. ACM did not break any contractual agreement with the client, made repeated efforts to resolve the problem, and was forced to file a formal complaint.

17357
License Number

08/27/2024
Original License Issued

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 49
and is hereby granted this certificate

This license expires: 08/31/2024



Russell Barton
Russell Barton, Administrator

Bred Little
Governor

CERTIFICATE OF AUTHORITY

(License issued pursuant to Title 54, Chapter 45, Idaho Code, as amended)

ALPINE CONSTRUCTION MANAGEMENT LLC

Expiration Date: 06/21/2025

DAVID R. STAUFFER

K&K fulfilled the requirements for Licensing of Construction Managers in Idaho and may provide and hold itself out as providing Construction Management Services.


Licensee Signature

Russell S. Baron
Russell Baron, Administrator



04/20/11 - UNLIMITED - 4

10/06/2020
Original signed by:

Comptes Rendus Académie des Sciences Paris 347: 125-128 (1983)

THIS IS TO CERTIFY THAT
ALPINE CONSTRUCTION MANAGEMENT LLC

has fulfilled the requirements of the law relating to Nanang in Maharashtra Code, Title 34, Chapter 19 & 41
and is hereby granted this certificate.

This Scanee expires: 06/30/2024



Creative Commons Attribution-NonCommercial-ShareAlike license

Russell S. Brown

 Rural Bldg. Administrator



10. AMENDMENTS

There are no published amendments.

December 28, 2023

Dear Selection Committee:

RE: Alpine Construction Management

It is my pleasure to write this letter of reference and recommendation for Alpine Construction Management (ACM). ACM received the contract to remodel and build Portneuf Valley Technical Education and Career Campus (PV-TEC) for the Pocatello/Chubbuck School District. The school district purchased the former Allstate call center to repurpose as an education facility. This project involves extensive demolition and rebuild, plus building the new addition to house all the shops.

ACM started the demolition on October 19th, with the completion date of August 1st. This sounded great, however I wondered how all the work could possibly get done. The ACM demo crew has been beyond impressive. Every day the ACM crew shows up and spends their time working and building our vision of PV-TEC. I am also impressed with the workplace safety and cleanliness. We have taken a couple of tours with the school board members, and the level of workmanship is on display.

Mike Santos is the ACM job superintendent. He has been great to work with, especially since we are occupying part of the building. We have 5 classrooms and a few offices. Students are coming to PV-TEC this year for CTE programs. Mike has ensured that there is little to no disruption to student learning. He updates me on any major daily operations and is great at communication.

I highly recommend this company! Please feel free to contact me for any further information. 208.235.6807 or naftzrh@sd25.us

Sincerely,

 Recoverable Signature

X Rhonda J. Naftz

Rhonda J. Naftz
CTE Administrator Pocatello School District
Signed by: 13ce2ad4-95b4-4817-b813-56458bcd4acf



Boise Airport

BOISE AIRPORT

MAYOR: Lauren McLean | DIRECTOR: Rebecca Hupp, A.A.E.

To Whom it May Concern:

As a Project Manager for the City of Boise, Idaho, I have had the pleasure of working with Alpine Construction Management (ACM) on the Boise Airport TSA Checkpoint Expansion project. This project had multiple challenges due to time and logistical constraints as we minimized impacts to the business operations.

As the City's representative it is important to me to provide the Boise Airport with the best quality project possible, minimize disruption and maintain safe customer service during construction, and ensuring it will last for years into the future. I believe ACM has provided a great project, in a short amount of time, while keeping costs in check. They have been diligent regarding quality, flexibility, and cost control.

Please consider Alpine Construction Management for your construction service needs. The Boise Airport has built a great relationship working with the ACM team, and we look forward to working with them in the future.

City of Boise

Jill Singer

Airport Project Manager



BOISE STATE UNIVERSITY

William English
Director, Library Public Services
Albertsons Library
Boise State University
1910 University Drive
Boise, Idaho 83725

December 18, 2023

To Whom it May Concern,

As Director, Library Public Services at the Boise State University Albertsons Library, I have had the great pleasure of working with ACM (Alpine Construction Management) during the remodel of the College of Innovation and Design space on the 2nd Floor of the Albertsons Library during the past year.

Over the course of twenty-six years at the Albertsons Library, I can honestly say that my experience with ACM has been one of the most positive in terms of communication, professionalism and flexibility. Throughout the course of this project, ACM's Owner, Project Manager, Superintendent, and support staff have been great communicators and have kept me, the library staff, the College of Innovation and Design, and all others concerned informed about the construction progress, which is especially helpful given that the construction is happening in a fully-occupied building. There were regular communications regarding noise levels and deliveries that had potential for disruption, and when possible, ACM showed great flexibility in responding to our needs. It has been made very clear that ACM was, and is, committed to delivering and even surpassing expectations.

If you are looking for a team that values communication, models professionalism, and is responsive to your needs, then I would highly recommend ACM for your next commercial construction project.

Sincerely,

William English
benglis@boisestate.edu

ALBERTSONS LIBRARY

1910 University Drive, Boise, Idaho 83725-1430

Phone (208) 426-1204 circulation@boisestate.edu boisestate.edu/library

This letter is an electronic communication from Boise State University

ATTACHMENT 2
PROPOSAL FORM

SEALED PROPOSALS DUE: Tuesday, November 19, 2024 at 11:00 am MST
This completed Proposal Form must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name: Construction Services, Inc.
Mailing Address: 718 S. 2nd Ave Pocatello, Idaho 83201
Physical Address: 718 S. 2nd Ave Pocatello, Idaho 83201
Contact Telephone: (208) 478.6802
Contact E-Mail: jared@constructionservicesinc.net

LICENSING: Pursuant to *Idaho Code 54-4501, et seq*, please provide the following license information for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.

Construction Manager License Holder Name: Joseph S. Reams
Idaho Public Works Construction Manager License #: 128
License Expiration Date: 06.30.2025

INSURANCE: State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name: Crystal Summit Insurance
Address: 4990 Valenty Drive Suite D Chubbuck, Idaho 83202
Contact Telephone: (208) 228.1234
Contact E-Mail: shelby@crystalsummitins.com

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has any one of your current or former sureties or bonding companies ever been required to perform under or cancelled a bid bond, labor or material payment or a performance bond issued on your firm's behalf?

☐ YES ☒ NO

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

☐ YES ☒ NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

☐ YES ☒ NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

- SL Firm has included as part of their proposal, the required statements of qualification as described herein.
- SL Firm has included as part of their proposal, a copy of all required licensure as described herein.
- SL Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature: 

Date: 11/18/24

Printed Name: Jared Lusk

Title: President



Construction Services, Inc.
718 S. 2nd Avenue
Pocatello, ID 83201
Ph: 208-478-6802
Fax: 208-478-6803

November 18, 2024

To: City of Pocatello
Attn: Searra Simpson
911 N. 7th Ave
Pocatello, Idaho 83201

Re: City of Pocatello Recycling Center Remodel

Sierra,

Please see the enclosed proposals for the above referenced project.

- 4 hard copies
- 1 digital copy via usb drive

Please feel free to contact our office with any questions or concerns.

Thank you,

Mari Lowe

Mari Lowe

Document Control

Construction Services Inc

208-478-6802

November 19, 2024

City of Pocatello
2405 Garrett Way
Pocatello, Idaho 83201

RE: City of Pocatello Recycling Center

We appreciate the opportunity to submit the following proposal for **Construction Services** for the above referenced project.

The specifics of our proposal follow this cover letter.

CORPORATE PHILOSOPHY

Specifically, our primary organizational objectives are to maintain our long – standing reputation for honesty, integrity, and excellence in construction. Our primary project objectives are to obtain a relationship of trust with our client, determine the needs of our clients, and be attentive to those needs.

Additionally, we will not enter into a project if we are not in a position to complete it successfully with an owner of our company directly managing it. Finally, only a proven Construction Services superintendent will manage the construction operations.

We assure you that we will establish this relationship with you on this project. The team that we have presented has successfully completed many large and small projects together over the last several years. You are assured of working with owners of Construction Services during all pre – construction and construction phases of this project. The size, complexity and nature of the proposed project are well within our means.

Our approach is a proven approach. It does not, and will not compromise the integrity of our client, the construction process or ourselves.

Our bottom line in this project will be simple. We will make your “bottom line” our “bottom line”.

We assure you that if we are awarded this contract, we have already made the commitment to its successful completion and that we are in a position to commit the resources necessary to support the project.

We trust that the following proposal is responsive to your request. We welcome the opportunity to meet with you to further discuss our firm or any aspects of this proposal.

If you have any questions or are in need of additional information, please do not hesitate to contact us.

We look forward to working with you on this project.

Sincerely,



Jared Lusk, President
Construction Services, Inc.
718 S. 2nd Ave
Pocatello, Idaho 83201
Phone: (208) 478.6802
Email: jared@constructionservicesinc.net

FIRM DESCRIPTION:

Construction Services, Inc. located at 718 S. 2nd Ave. Pocatello, Idaho was established and is owned and operated by Jared Lusk, Deana Lusk, Shannon Schultz, and Joseph Reams. Jared and Shannon were with Brennan Construction prior to forming Construction Services, Inc. Joe was an owner of Brennan Construction. Jared and Shannon were both superintendents, responsible for the management of major construction projects, and were with Brennan's for over 18 years. We pride ourselves on our ability to build trusting relationships with our clients. The majority of clients that hire our company, turn into repeat clients.

SIZE AND BREAKDOWN OF FIRM PERSONNEL

Construction Services is sized purposefully to allow an owner of the company to manage each project undertaken.

The officers of and Construction Management Licensee are as follows:

- Jared Lusk – President
- Joseph S. Reams, PE – Vice President – CM – 128 – State of Idaho CM License
- Shannon Schultz – Vice President
- Deana Lusk – Secretary/Treasurer

On average, Construction Services has 15 employees all are southeast Idaho residents and completes \$10 - \$20 million in projects annually. Again, all located in Southeast Idaho. All of our subcontractors are also from Southeast Idaho.

Our company primary philosophy is to make out "clients bottom line our bottom line". We operate very efficiently with low overhead. Our field personnel are very competent, trustworthy, driven, and willing to do what it takes to get the job done. Our top priority is making sure that our clients are satisfied. All project managers of our firm are owners of the company who are willing to put in the extra time and effort to keep projects running smooth and on schedule. This approach allows only a principal of our firm to manage projects. Our approach has served both our clients and us well.

SPECIFIC EXPERIENCE, QUALIFICATIONS, RELATIONSHIPS

Construction Services, Inc. has an extensive history of successfully managing and completing construction projects for the City of Pocatello. The delivery method of Construction Management/General Contractor being used on this project is identical to the delivery methods used on all of the projects that we have engaged in.

The scope of the work for the Pocatello Recycling Center Remodel is well within our capabilities.

Additionally, Construction Services, Inc. has an excellent relationship with Ted Booth, the architect on the project. We have successfully completed over 20 projects with him. Our relationship is based on a mutual understanding that the "client comes first". This means keeping the project within the budgets and completing them on schedule.

May 21, 2021

To Whom It May Concern,

I am pleased to provide this letter of recommendation for Construction Services, Inc., a business I recently had the distinct pleasure of working with. CSI was integral to my organization achieving its goal of creating a large shelter for persons experiencing homelessness, a project with very intentional and specific design and finished material needs. I could not be happier with the finished product, nor could I have had a better experience. I give CSI my highest recommendation to anyone considering their services.

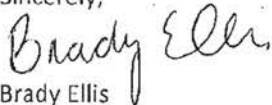
In hiring CSI, IHFA experienced fulfilled promises; high quality craftsmanship; timely communication; thoughtful and appropriate insights, recommendations, and feedback; and a project that was completed within scope, budget, and schedule. CSI was the perfect advocate and partner for us to feel comfortable and to successfully communicate with the architect and design team and tradesmen working on the project. They remained mindful of our intended use of the building to ensure that all design and functional aspects of the site would meet our needs upon completion.

CSI was always readily accessible when questions, change requests, or material selection occurred. They handled change requests professionally and in an expeditious manner, and offer invaluable perspective regarding the most appropriate material to use. They planned and coordinated well throughout the whole process so as to not allow market environments to send us over budget or schedule.

Of additional importance to IHFA, was our ability to remain up to date on, and connected to, the project from the other side of the state due to CSI's excellent communication, staff, professionalism, organization, and availability. Our project included an existing tenant in a portion of the building who never voiced any issue or concern with the major renovation activities carried out by CSI. To a large degree, this speaks to CSI's clean, organized, and considerate team and worksite.

CSI undoubtedly exceeded my expectations for our project. I highly recommend their services to anyone in need of a construction manager/general contractor, and intend to call upon them for their help in the future should the need for similar services arise.

Sincerely,



Brady Ellis
VP, Housing Support Programs



500 South 11th Street, Suite 400 • Pocatello, ID • 83201

PO Box 2377 (83206)

(208) 232-7862 • Fax (208) 232-7869

www.healthwestinc.org

September 30th, 2016

To Whom It May Concern,

We are pleased to provide the following letter of recommendation for Construction Services, Inc.

Based on our recent experience with four very successful new construction and remodel projects completed by Construction Service for Health West, Inc., I highly recommend their services. These projects included our brand new, state of the art Pocatello Medical (2014) and Dental (2015) Health West facilities, a major remodel on our Health West Administrative Offices (2016), and major remodel of our Chubbuck Health West facility (2016).

At Health West we take pride in our new projects, and the delivery and construction of new projects is very important to us. During this work, Construction Services repeatedly demonstrated high professionalism, efficiency, sensitivity to our many project requirements, ability to manage requested changes during the course of the work, and ability work within budget guidelines. We credit Construction Services' prompt and excellent communication to the success of exceeding our goals for all four construction projects.

Throughout of these projects, Construction Services genuinely shared our commitment to the project and helped foster that same commitment with subcontractors. It should be noted that all of our projects have been undertaken with demanding schedule requirements. While working with Construction Services, we were able to quickly establish a high level of trust, which is critical when construction is moving quickly. We were greatly satisfied with the results of all of our projects. The completion was done within budget, and was finished with high quality of workmanship.

I was personally impressed with the efforts and abilities of Construction Services' personnel. With each project, Construction Services brought high energy for the project, strong attention to detail and genuine concern for the well-being of the project. We were always well informed of how the project was going. When issues arose, Construction Services offered practical solutions, and, where changes and costs were involved, they went above and beyond our high, and even exceeded, expectations. When working with Construction Services, I felt that we were always working together for the project's best result.

We highly recommend and look forward to working with Construction services on future projects. We hope that you will give Construction Services your fullest consideration for your project. If you would like to speak directly about our experience with Construction Services please do not hesitate to contact me.

Mindy Benedetti, Chief Executive Officer
Health West Inc.

A handwritten signature in blue ink that reads "M. Benedetti". The signature is written in a cursive, flowing style.

Pocatello Chubbuck Aberdeen American Falls Downey Lava Preston



American Falls School District

827 Fort Hall Avenue

American Falls, ID 83211

Superintendent: Randy C. Jensen

Phone 208 226-5173 Fax 208 226-5754

April 3, 2019

To Whom It May Concern:

I am writing this letter of recommendation for Jared Lusk and Construction Services. I have been working directly with Jared and Construction Services for the past two years in the construction of a new nine million dollar elementary school.

Jared has been an exemplary construction manager. He is excellent to work with and has excellent communication skills. Jared has communicated important and necessary information in a timely fashion. He clearly understands my questions, ideas and changes.

Jared is very cost conscious. He is diligent at keeping the costs as low as possible without cutting corners. There have not been any surprises throughout this two year process. We have had to make some tough decisions but his guidance has been crucial to our success.

Jared has excellent working relationships with the contractors he works with. As I have talked with them they only have the best things to say about Jared and Construction Services. His ability to schedule and organize his contractors is amazing. The project architects and engineers are excited and relieved to have Jared as the construction manager. In speaking with the architect he stated that this was by far the smoothest of all of his current projects.

All of this success has happened even though this has been a very difficult project. We are building a new school that is integrated with a 55 year old building. Building a school on an open plot of land would have been so much easier. Jared's management has made this difficult project seem a breeze.

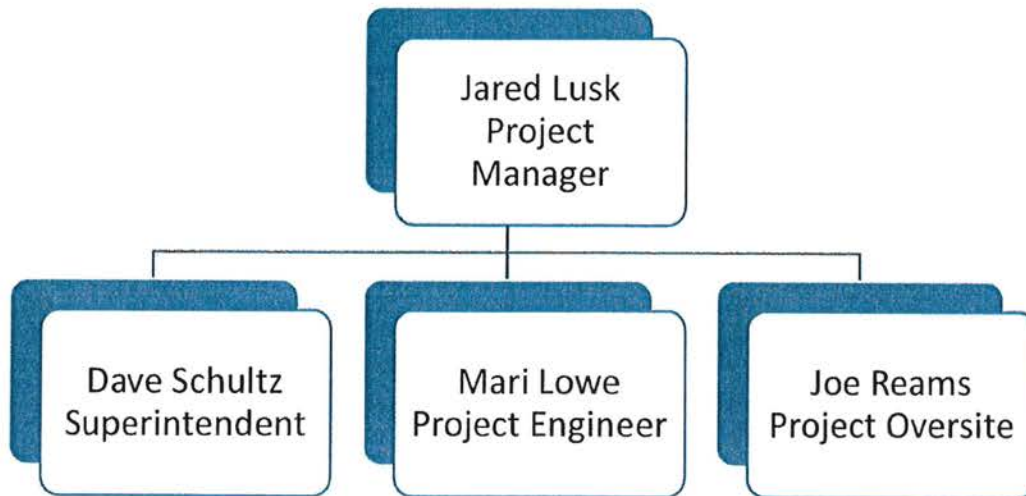
As a superintendent I have many different things to focus my attention. Having Jared and Construction Services has allowed me to focus on students learning and operating the school district. I have never had any worries about how or when the project would be completed. Jared's ability to keep me informed and understand my ideas has made this building project a wonderful experience.

I give Jared Lusk and Construction Services my highest recommendation.

Sincerely,

Randy Jensen
Superintendent

Project Manager and Key Staff:



The Construction Management Team for this project will be as follows:

Project Manager: Jared Lusk

Construction Superintendent: Dave Schultz

Project Engineer: Mari Lowe

Project Oversight: Joe Reams

The size and nature of this project is well within each team member's capabilities.

The project team selected for this project had worked together as a team in different capacities for the last several years. **Jared Lusk** will manage all aspects of the project. **Mari Lowe** will manage the entire process associated with documentation and control aspects of the project.

JARED LUSK - PRESIDENT

August 2011 – Present – Principal/Owner and President of Construction Services, Inc.

A general contractor/construction manager firm in Pocatello, Idaho. Jared is responsible for management of the corporation. He is also responsible for estimating, bidding and project management of specific projects.

See below for projects he has completed in the capacity.

American Falls Elementary School

\$8,950,000.00 of new construction.

Connections Credit Union Miscellaneous Renovations

These projects total \$1.6 million

Portneuf Health Trust Miscellaneous Renovations

These projects total \$1.4 million

Pocatello Street Department Renovations

These projects total \$1.9 million

Wells Fargo Bank Underpinning & Renovation

Project total \$450,000.00

Health West Clinic/Dental/Administration and Call Center Renovation/Addition

Projects total \$3.5 million

ISU Miller Ranch Locker Room Addition

Project total \$400,000.00

Pocatello Animal Shelter

Project total \$3.5 million

2011 – Present – ISU Light Construction Service Contract

This consists of multiple building renovation and concrete replacement projects throughout the Idaho State University Campus. These projects total [\$3 - \$5 million] annually.

1993 – 2011 Project Superintendent – Brennan Construction

Responsible for all phases of construction on projects for small renovations to new construction of hospitals, schools, office buildings, churches, and motels. Responsibilities included scheduling, subcontractor supervision, craft supervision, and project coordination.

These projects include the following:

- New Elementary School for Lincoln County School District - Afton, Wy - \$13 million
- ISU Reed Gym Addition – Pocatello, Idaho - \$3 million
- ISU Rendezvous Building – Pocatello, Idaho - \$38 million
- Wendell Middle School – Wendell, Idaho - \$5 million
- American Falls High School – American Falls, Idaho - \$13 million
- Arco Middle School Addition – Arco, Idaho - \$2 million
- Barton's Club 93 Renovation - Jackpot, Nevada - \$1 million
- 1992 – 1998 – Laborer/Carpenter for Brennan Construction

JOE REAMS - VICE PRESIDENT**August 2011 – Present – Principal/Owner and Vice President of Construction Services, Inc. – Pocatello, Idaho**

A general contractor/construction manager firm. Jointly responsible for the management of the corporation and overseeing all projects. Additional responsibilities include, estimating and bidding, and project management related activities associated with specific projects.

July 1990 – December 2011 – Principal/Owner and Secretary/Treasurer of Brennan Construction Co Inc. – Pocatello, Idaho

A general contractor/ construction manager firm. Jointly responsible for the management of the corporation and overseeing all projects. Additional responsibilities include estimating and bidding, and project management related activities associated with specific projects.

August 1985 – July 1990 – Administrative Controls Management Inc. – Ann Arbor, Michigan

Senior Consultant with ACMI, a project/claim management firm. Responsible for claim management analysis, defense, and presentation as well as contract language review and drafting. Responsibilities have included: review and analysis of delay claims; preparation of estimates of damages; assessment of alleged wrongful contract termination; determination if the impact delays have had on craft productivity and planned construction operations; drafting of contracts and contract terms and conditions; and preparation of as – planned (CPM, as built and as – adjusted impacted schedules). Clients have included owners and contractors involved in arbitration, litigation, and negotiations.

August 1985- July 1990 – Eastern Michigan University – Assistant Professor – Construction/Construction Management Program – Ypsilanti, Michigan

Assistant Professor (tenured) responsible for teaching both graduate and undergraduate courses as well as advising. A complete listing of courses taught are shown below:

Undergraduate

Surveying
Construction Drawings
Planning and Scheduling
Contracts and Documents
Estimating and Bidding
Production Controls
Construction Law

Graduate

Project Estimating
Project Scheduling
Delays and Claims
Analysis of Commercial Structures

June 1982 - July 1985 – PriceCo Inc. – Project Manager/Estimator – Pocatello, Idaho

A general contractor/construction manager firm. Responsible for the management of various projects from their conception through their completion. Responsibilities included: quantity and cost estimating, bidding, contracting, purchasing/procurement, project scheduling and cost control, project close out, and if required, project supervision.

April 1980 – June 1982 - Townsend and Bottum, Inc.: JelCo Division – Project Manager – Salt Lake City, Utah

On assignment to Intermountain Health Care with project management responsibilities during the design and construction phase of the \$20,000,000.00 St. Anthony Community Hospital. Responsible for the coordination and supervision of all owner contracts. These included contracts with the contractor/construction manager, architect, equipment/furnishing designers and suppliers. These responsibilities involved close contact with the hospital administration and staff to ensure that design was compatible with their needs and that move – in operations were coordinated.

August 1978 – September 1980 – Townsend and Bottum, Inc. – Construction Manager/Project Superintendent – Salt Lake City, Utah

A general contractor/construction manager firm. Assigned to the second phase of the \$20,000,000.00 Logan Utah Regional Hospital Project. Responsible for all phases of the project starting in August 1978 and continuing through project closeout. Responsibilities included: project management, construction management, subcontract supervision, craft supervision, and coordination.

May 1977 – August 1978 – Construction Engineer – Logan Hospital Project – Logan, Utah

Assigned to the first phase of the project with responsibility for providing technical support for project and construction planning, scheduling, and budgeting.

August 1976 – May 1977 – Townsend & Bottum, Inc.: Ann Arbor Division – Cost Schedule Engineer – Ann Arbor, Michigan

Assigned to the Bruce Mansfield project, a four – unit, fossil – fired power plant. Responsible for the development of construction schedules and the monitoring of actual versus planned schedule and budget performance.

January 1976 – June 1976 – State of Michigan: Bureau of Management & Budget – Assistant – Ypsilanti, Michigan

Assistant to the construction manager on the Women's Correctional Facility, a \$10,000,000.00 project located in Ypsilanti, Michigan. This was the first project in which the State functioned as their own construction manager.

1977- 1980 – Utah State University: Department of Civil Engineering – Instructor – Logan, Utah

Responsible for the teaching of a course on construction engineering. Emphasis was placed on various procedures encountered in the construction industry such as, estimating, bidding, contracts, bonding, insurance, planning, scheduling, accounting, legal aspects, and labor relations.

1975 – Michigan State University: Department of Civil Engineering – Instructor – East Lansing, Michigan

Responsible for teaching a course in construction engineering. The course outline was similar to that used at Utah State University.

EDUCATION:

1974 – 1976 – MSCE, University of Michigan

Majored in construction management and engineering. Education financed by a fellowship for the Michigan Association of General Contractors.

1970 – 1974 – BSCE, University of Notre Dame

Emphasis of study; soils and structures. Dean's List, President of Chi Epsilon, ASCE student chapter. Obtained EIT while at Notre Dame.

In addition to the above, forty course hours work completed between 1986 and 1988 in the University of Michigan Civil Engineering, Ph.D. program. Area of study was Construction Engineering and Management.

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS:

American Institute of Constructors – Life Member
American Association of Cost Engineers
American Arbitration Association
National Association of Industrial Technology

CERTIFICATIONS AND REGISTRATIONS:

Professional Engineer – State of Michigan
Certified Cost Engineer – American Association of Cost Engineers

Certified Constructor – American Institute of Constructors
Appointed Construction Industry Arbitrator – American Arbitration Association

PUBLICATIONS:

Computers in the Construction Curriculum, Journal of Industrial Technology, Vol. 4, No. 2, 1988
Delay Analysis: An Automated Approach. Proceedings of the 19th Annual Seminar/Symposium of the Project Management Institute, 1987 379 – 392.
Delay Analysis: A Systematic Approach, Cost Engineering, Vol. 30, No. 10, 1989
Substantial and Use of the Planned Schedule in a Delay Analysis, Cost Engineering, Vol. 32, No. 2, 1990.

SEMINARS/WORKSHOPS/PRESENTATIONS:

Claims and Delay Seminar – A one – to – three – day seminar focusing on construction changes, delays, and liabilities. Seminars have been given to the City of Ann Arbor's Engineering Department, the University of Michigan's Facilities and Construction Management Department, the State of Michigan's Department of Management and Facilities, and Wayne County's (Detroit) Engineering Department.

Delay Analysis Workshop – A workshop presented to the Michigan Construction Users Council, focusing on the analysis of construction delays.

Entitlement and Damages Workshop – A workshop focusing on establishing the entitlement to and the proof of damages resulting from construction claims and delays. This workshop has been presented to the General Motors Corporation's purchasing department, which is responsible for contracting and claims negotiations.

Changes and Documentation Workshop – A workshop focusing on managing construction claims and documenting project activity. This workshop has been presented to the RW Leet Company.

Delay Analysis: An Automated Approach – Presented at the 1987 annual seminar/ symposium of the Project Management Institute.

Cost and Schedule Control Systems - Presentation given to the Chrysler Pentastar Corporation on the advantages to and applications of cost and scheduling controls in the aviation maintenance industry.

Delay Analysis: A Systematic Approach – Presented at the March 1989 regional meeting of the AACE.

Foreman and Supervisors Training Program – A four session training program given to the Great Lakes Fabricators and Erection Association.

DAVE SCHULTZ – SUPERINTENDENT

Dave Schultz has been managing major construction projects for over 12 years. The nature, type, and size of the proposed project are well within his capabilities.

Dave has functioned as the lead field superintendent on the following recent projects.

- Aid for Friends Homeless Shelter**
- Caribou County Courthouse**
- PMC Demo**
- VA Clinic**
- ISU Various Service Contract projects**
- Pocatello Animal Shelter**
- Health West Clinic**
- Health West Dental**
- Citizens Community Bank Renovation**

ISU Miller Ranch Locker Room Addition

MARI LOWE – PROJECT ENGINEER

Mari Lowe will manage all project documentation and ensure that a complete set of project records are maintained.

Mari has proven herself to be an invaluable asset to managing, assimilating, and coordinating project correspondence, documentation, RFI's, submittals, change orders, field directives, pay applications, O&M manuals and warranties.

SIMILAR PROJECT EXPERIENCE:



City of Pocatello Fuel Site
Pocatello, Idaho

Owner: City of Pocatello
Architect: Booth Architecture
Ted Booth
(208) 233.4548

Project Manager: Jared Lusk
Superintendent: Trevor Davis
Project Engineer: Mari Lowe

Project Cost: \$2,300,000.00

Construction Duration: 9 Months



City of Pocatello Rec Center
Pocatello, Idaho

Owner: City of Pocatello
Architect: Booth Architecture
Ted Booth
(208) 233.4548

Project Manager: Joe Reams
Superintendent: Trevor Davis
Project Engineer: Mari Lowe

Project Cost: \$1,400,000.00

Construction Duration: 9 Months



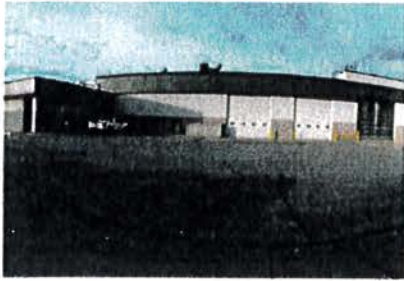
Aid for Friends Homeless Shelter Renovation
Pocatello, Idaho

Owner: IHFA Community
Investment Holdings, LLC.
Architect: Meyers – Anderson
Architects
Latecia Herzog
(208) 232.3741

Project Manager: Jared Lusk
Superintendent: Dave Schultz
Project Engineer: Mari Lowe

Project Cost: \$1,700,000.00

Construction Duration: 12 Months



City of Pocatello Street Department
Pocatello, Idaho

Owner: City of Pocatello

Architect: Booth Architecture
Ted Booth
(208) 233.4548

Project Manager: Jared Lusk

Superintendent: Spencer Perry

Project Engineer: Mari Lowe

Project Cost: \$2,400,000.00

Construction Duration: 13 Months

PROJECT APPROACH

Following is an outline of the approach we intend to take in managing this project. We have been very successful in implanting this approach. By clearly communicating and establishing our intent and the scope of work with contractors and suppliers, we will be able to schedule their operations to ensure that the schedule is met.

The following services are anticipated to be an integral part of this project:

- Pre – Construction Phase Services
- Post – Construction (Close Out) Phase Services
- Safety Control
- Schedule Control
- Payment Process
- Construction Phase Services
- Contracting Procedures
- Fee Structure
- Home Office Support

PRE – CONSTRUCTION PHASE SERVICES PROPOSED

We perform continued review of the design drawings and contract documents with the specific intent of evaluating construction methods. Materials and equipment proposed. This constructability analysis is intended to identify potential cost savings as well as minimize design discrepancies prior to construction beginning. Concurrent with the design review, perform value – engineering analysis to determine where cost savings may be realized.

We prepare and update cost budgets and project schedules. We also assist in obtaining permits as required and help pre – qualify and solicit contractors and suppliers for bidding purposes. We will conduct pre – bid conferences and walk – throughs as required. We will receive, evaluate and award subcontracts and purchase orders and prepare final project cost estimates and schedules.

CONSTRUCTION PHASE SERVICES PROPOSED

We coordinate all construction day-to-day activities, utility company activities, and all local and state building authorities. We will monitor and update the project schedule as needed. We will conduct construction and foreman progress meetings, as well as maintain quality control and coordinate inspections and tests.

We will oversee safety of this project. Coordinate, and review costs of changes proposed or required, maintain job cost reports, and prepare, review and submit monthly billings. We will maintain current lien release documentation to protect against further claims.

In addition, we will review and maintain contractor insurance certificates to ensure that proper coverages are in place.

POST CONSTRUCTION (CLOSE OUT) PHASE SERVICES PROPOSED

We assemble as – built drawings, prepare Operation and Maintenance manuals, including warranties, guarantees, contractor/supplier call back lists and manage the callback/warranty items as required. We coordinate training sessions as required for owner personnel and assemble all required lien and project releases.

CONTRACTOR/SUPPLIER RELATIONS

We enjoy an excellent relationship with both contractors and suppliers in the Southeastern Idaho region. We encourage you to contact local firms to confirm this claim.

We believe our ability to solicit and receive truly competitive bids from qualified firms excels that of any other firm in the area. This is extremely important considering the bidding atmosphere that exists at this time.

At this time there is still an ample supply of work. It is important to be able to obtain bids which reflect the true value of the work, rather than what the market will bear.

We will create an atmosphere of safety and cleanliness on this project. Contractors will clearly be expected to do the same.

CONTRACTING PROCEDURES

1. The contract documents will be reviewed by us prior to bidding. To the extent reasonable, discrepancies, omissions, and errors will be resolved prior to bidding.
2. Bid packages will be developed which will clarify the scope of work required of each bidder. They will identify specific responsibilities of each package. The "gray areas" that are typically missed, disputed, or contained in other sections of the documents will be addressed.
3. The bid packages will address all of the project expectations.
4. Bid will be solicited from qualified contractors and suppliers.
5. Bids will be analyzed and reviewed with the owner prior to contract award.
6. The apparent low bidder will be interviewed to ensure that they are in agreement with the project expectations and the bid package scope of work. This is not a process where bids are adjusted; this step provides us with assurances that the bidder intends to comply with the project requirements.
7. Prior to work beginning, the required bonds and insurance certificates will be obtained.

**** THIS SYSTEM IS NOT GUARANTEED TO ELIMATE ALL THE PROBLEMS ENCOUNTERED IN CONTRACTING BUT WILL MINIMIZE THE PROBLEMS THAT TYPICALLY ARISE. ****

PROPOSED SCHEDULE

Construction Services, Inc. is in a position to start work on this project immediately. Obviously, the design drawings are preliminary and will need to be refined and completed. Based in the limited information we have been given to work with, we anticipate the project schedule would be as follows:

- **Preconstruction** – This includes completion of design drawings, budget and constructability reviews, preparation of bid documents and bidding. Approximately 90 days
- **Phase 1** – 120 days
- **Phase 2** – 30 days
- **Phase 3** - 90 days

QUALITY CONTROL PROCEDURES

Construction Services, Inc. will implement the following quality control measures on this project:

1. The bid documents subcontractors will use for bidding will outline expectations for quality workmanship. Subcontractors will know before construction starts what is expected.
2. Construction Services, Inc. will have a qualified project superintendent onsite at all times while work is being performed. The superintendent will, among other responsibilities, be responsible for ensuring proper materials and procedures are used while installing new building components.
3. The project manager will inspect work quality while onsite during weekly site visits. Any work determined to be out of spec will be required to be repaired and/or replaced immediately.
4. Construction Services, Inc. will request inspections by the design team during construction as the components and systems are installed.
5. Construction Services, Inc., will hire an independent testing firm for all special inspections.
6. Final inspections will be conducted by the construction manager, design team, city building department and user.



Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONSTRUCTION MANAGER

128

License Number

11/02/1998

Original License Issued

This is to certify that

JOSEPH S. REAMS

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 06/30/2025


Licensee Signature


Russell Barron, Administrator



Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING

CERTIFICATE OF AUTHORITY

License issued pursuant to Title 54, Chapter 45, Idaho Code, as amended

CONSTRUCTION SERVICES, INC.

Expiration Date: 06/30/2025

JOSEPH S. REAMS

has fulfilled the requirements for Licensing of Construction Managers in Idaho and may provide and hold
itself out as providing Construction Management Services.

A handwritten signature in black ink, appearing to read "Joseph S. Reams", written over a horizontal line.

Licensee Signature

A handwritten signature in black ink, appearing to read "Russell S. Barron", written over a horizontal line.

Russell Barron, Administrator

Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

011087 - UNLIMITED - 3- 5
License Number

11/02/2011
Original License Issued

This is to certify that
CONSTRUCTION SERVICES, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

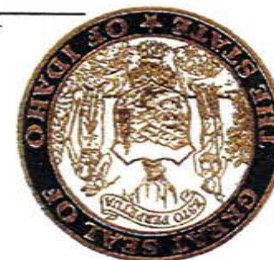
This license expires: 05/31/2025



Licensee Signature



Russell Barron, Administrator



QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: *Construction Solutions Co.*

RATERS NAME: *Shana Simpson*

CORRECT SUBMITTAL PROCEDURE

	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	✓	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

• **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	<i>4</i>
NOTES: <i>14 years</i>		

• **PAST PERFORMANCE**

REFERENCE LETTER #1 ✓ <i>2019</i>	1-5 POINTS	<i>4</i>
REFERENCE LETTER #2 ✓ <i>2022</i>	1-5 POINTS	<i>4</i>
REFERENCE LETTER #3 ✓ <i>2022</i>	1-5 POINTS	<i>4</i>
NOTES:		

• **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	<i>5</i>
NOTES: <i>6 employees</i>		

• **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 <i>Eve & Laser</i>	1-5 POINTS	<i>3</i>
PROJECT #2 <i>Power Co. Hospital ✓</i>	1-5 POINTS	<i>4</i>
PROJECT #3 <i>Attorney Offices</i>	1-5 POINTS	<i>3</i>
PROJECT #4 <i>wre Building ✓</i>	1-5 POINTS	<i>4</i>
PROJECT #5	1-5 POINTS	<i>-</i>

NOTES: *2 municipalities*

TAKE HIGHEST
3
(11)

• **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	<i>3</i>
NOTES: <i>3D scan</i> <i>Post Walkthru</i>		

• **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	<i>4</i>
NOTES: <i>5 months</i>		

• **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	<i>3</i>
NOTES:		

• **LOCAL FIRM**

IS THE FIRM BASED IN THE CITY OF POCA TELLO	0 OR 5 POINTS	<i>0</i>
NOTES: <i>Idaho Falls Office</i>		

TOTAL POINTS SCORED *42*
TOTAL POINTS POSSIBLE **70**

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: *Alpine Construction Management*

RATERS NAME: *Seema Sampson*

CORRECT SUBMITTAL PROCEDURE

	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	✓	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

• **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	<i>5</i>
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NOTES: *18 years, 2006*

• **PAST PERFORMANCE**

REFERENCE LETTER #1 ✓ <i>2023</i>	1-5 POINTS	<i>4</i>
REFERENCE LETTER #2 ✓ <i>2023</i>	1-5 POINTS	<i>4</i>
REFERENCE LETTER #3 ✓ <i>2023</i>	1-5 POINTS	<i>4</i>

NOTES:

• **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	<i>4</i>
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NOTES: *5 employees*

• **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 <i>Pr Tech</i>	1-5 POINTS	<i>3</i>
PROJECT #2 <i>Bonneville</i>	1-5 POINTS	<i>4</i>
PROJECT #3 <i>Boise Airport</i> ✓	1-5 POINTS	<i>4</i>
PROJECT #4 <i>State Capitol</i> ✓	1-5 POINTS	<i>4</i>
PROJECT #5 <i>BSU College</i>	1-5 POINTS	<i>3</i>

NOTES: *3 municipalities*

} TAKE
HIGHEST 3
(12)

• **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	<i>3</i>
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NOTES: *In-house team*

• **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	<i>5</i>
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NOTES: *4 months*

• **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	<i>3</i>
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NOTES: *Quality Control Manager*

• **LOCAL FIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	<i>0</i>
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NOTES: *Idaho Falls + Boise*

TOTAL POINTS SCORED *44*
TOTAL POINTS POSSIBLE **70**

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: *Construction Services Inc.*

RATERS NAME: *Seana Simpson*

CORRECT SUBMITTAL PROCEDURE

	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	✓	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

• **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	<i>5</i>
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NOTES: *18 years*

• **PAST PERFORMANCE**

REFERENCE LETTER #1 ✓ <i>2021</i>	1-5 POINTS	<i>4</i>
REFERENCE LETTER #2 ✓ <i>2016 (over 5 yrs. old)</i>	1-5 POINTS	<i>3</i>
REFERENCE LETTER #3 ✓ <i>2019</i>	1-5 POINTS	<i>4</i>

NOTES:

• **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	<i>4</i>
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NOTES: *15 employees, 4 for this project*
High Experience Levels

• **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 <i>City Fuel Site</i> ✓	1-5 POINTS	<i>5</i>
PROJECT #2 <i>City Rec Center</i> ✓	1-5 POINTS	<i>5</i>
PROJECT #3 <i>City St Dept</i> ✓	1-5 POINTS	<i>5</i>
PROJECT #4 <i>Aid 4 Friends</i>	1-5 POINTS	<i>4</i>
PROJECT #5	1-5 POINTS	<i>-</i>

NOTES: *3 municipalities*
Other municipal projects listed throughout

*TAKE
3 HIGHEST
(15)*

• **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	<i>3</i>
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NOTES: *Schedule Control*
Pre - Post Construction

• **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	<i>3</i>
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NOTES: *8 months + pre construction*

• **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	<i>4</i>
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NOTES: *On site w/ all times*

• **LOCAL FIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	<i>5</i>
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NOTES: *Pocatello*

TOTAL POINTS SCORED *50*
TOTAL POINTS POSSIBLE 70

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: **Construction Solutions Co.**

RATERS NAME: **Teresa**

CORRECT SUBMITTAL PROCEDURE

	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	X	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	X	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	X	
PROPOSAL FORM SIGNED AND DATED	X	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	X	

#008709

SCORED SELECTION CRITERIA

• **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	4
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NOTES:

14 years

• **PAST PERFORMANCE**

REFERENCE LETTER #1	1-5 POINTS	2
REFERENCE LETTER #2	1-5 POINTS	2
REFERENCE LETTER #3	1-5 POINTS	2

NOTES:

2022 No Date 2019

4 letters

• **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	5
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NOTES:

Large amount of staff

• **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1	1-5 POINTS	3
PROJECT #2	1-5 POINTS	3
PROJECT #3	1-5 POINTS	3
PROJECT #4	1-5 POINTS	4
PROJECT #5	1-5 POINTS	

NOTES:

1 municipality (wpc only)

only 3 scored

• **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	3
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NOTES:

3D scan +1

• **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	4
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NOTES:

• **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	4
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NOTES:

5 months start May 2025 end Oct 2025

• **LOCAL FIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	
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NOTES:

located in Idaho Falls

TOTAL POINTS SCORED **36**
TOTAL POINTS POSSIBLE **70**

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: **Alpine Construction Management**

RATERS NAME: **Teresa**

CORRECT SUBMITTAL PROCEDURE

MET SUBMITTAL DEADLINE @ PROPER LOCATION
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE
PROPOSAL FORM SIGNED AND DATED
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE

YES	NO
☒	☐
☒	☐
☒	☐
☒	☐
☒	☐

#17357

SCORED SELECTION CRITERIA

• **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION

1-5 POINTS

4

NOTES:

18 years

• **PAST PERFORMANCE**

REFERENCE LETTER #1
REFERENCE LETTER #2
REFERENCE LETTER #3

1-5 POINTS **2023**
1-5 POINTS **2023**
1-5 POINTS **2023**

4
4
4

NOTES:

Most recent reference letters

• **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING

1-5 POINTS

4

NOTES:

5 staff members listed

• **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 **Port Valley Tech**
PROJECT #2 **Bonneville Transp.**
PROJECT #3 **Boise Airport**
PROJECT #4 **Capital Building**
PROJECT #5 **BSU**

1-5 POINTS
1-5 POINTS
1-5 POINTS
1-5 POINTS
1-5 POINTS

5
5
5
5
5

NOTES:

lots of municipal experience

Only 3 scored

• **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT

1-5 POINTS

2

NOTES:

• **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT

1-5 POINTS

4

NOTES:

4 months

• **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT

1-5 POINTS

4

NOTES:

• **LOCAL FIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO

0 OR 5 POINTS

--

NOTES:

located in Idaho Falls & Boise

TOTAL POINTS SCORED
TOTAL POINTS POSSIBLE

45

70

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: *Construction Services, Inc.*

RATERS NAME: *Teresa*

CORRECT SUBMITTAL PROCEDURE

	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	<i>X</i>	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	<i>X</i>	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	<i>X</i>	
PROPOSAL FORM SIGNED AND DATED	<i>X</i>	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	<i>X</i>	

#128

SCORED SELECTION CRITERIA

• **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	<i>4</i>
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NOTES:

18 years

• **PAST PERFORMANCE**

REFERENCE LETTER #1	1-5 POINTS	<i>2021</i>	<i>3</i>
REFERENCE LETTER #2	1-5 POINTS	<i>2016</i>	<i>2</i>
REFERENCE LETTER #3	1-5 POINTS	<i>2019</i>	<i>3</i>

NOTES:

Some letters older

• **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	<i>5</i>
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NOTES:

15 employees

• **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 <i>Poc Fuel Site</i>	1-5 POINTS	<i>5</i>
PROJECT #2 <i>Rec Center</i>	1-5 POINTS	<i>5</i>
PROJECT #3 <i>Aide For Friends</i>	1-5 POINTS	<i>5</i>
PROJECT #4 <i>Poc Street Dept</i>	1-5 POINTS	<i>5</i>
PROJECT #5	1-5 POINTS	

NOTES:

lots of local municipality experience

• **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	<i>3</i>
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NOTES:

• **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	<i>3</i>
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NOTES:

11 months

• **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	<i>4</i>
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NOTES:

• **LOCAL FIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	<i>5</i>
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NOTES:

Pocatello office

TOTAL POINTS SCORED	<i>47</i>
TOTAL POINTS POSSIBLE	70