

Request For Proposal (RFP) and Request for Qualifications and Guaranteed Maximum Price (GMP) for Construction Manager's Services

Greater Lawrence Family Health Center, Inc.
Expansion and Renovation Project
100 Water Street
Lawrence, MA 01841

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I. Introduction and Overview

Greetings. Your firm is invited to provide your professional qualifications and a competitive Guaranteed Maximum Price (GMP) Proposal for Construction Manager's Services on the construction project, described herein, and located at Greater Lawrence Family Health Center, Inc.'s (GLFHC) place of business at 100 Water Street, Lawrence, MA, 01841.

The scope of work solicited of your company will consist of Community Health Center medical construction to allow GLFHC to expand its health center network into a vacant retail/garage space and then to mostly gut and fully renovate its existing clinic, currently located at the same locale.

In general, the requested work comprises approximately 9,400 SF of medical clinic space construction, comprising both selective limited exterior construction and complete Interior fit-out renovations of the existing first floor spaces, using a Two-Phased approach. The existing buildings and space are leased premises and work will occur around other tenants that occupy the buildings.

- ➤ Proposal submissions are due to GLFHC on <u>Wednesday, December 10, 2025 (by 4:00 pm)</u> by electronic submission.
- ▶ Please respond in writing to each of this RFP's sections below (i.e., Sections II IX), providing requested information and agreeing to each numbered section's sub-sections.

II. Phasing and Project Timeline

Planned Phasing – It is anticipated the project will occur primarily in Two Phases.

Phase 1: New 1 st Floor Expansion Space - the Bridge and	5,600 square feet (SF) (Note: all
SUD Clinic; and limited exterior building and site work	SF estimates are approx.)
Phase 2: Existing 1st Floor Counseling Clinic	3,800 SF

Total SF at Completion 9,400 SF

- 1) **Phase 1:** selective demolition and new Interior fit-out, and medical center construction of the existing vacant 5,600-square-foot furniture store.
- 2) **Phase 2:** the gut renovation of an approximate 3,800 SF existing clinic, as soon as it can be relocated to the Phase 1 side.
- 3) It must be anticipated that some aspects of the Phase 1 work (building utility work, structural upgrades, Mechanical, Electrical, and Plumbing and Minimum Energy Performance Standards (M/E/P/S) systems, creation of new wall, ceiling and roof openings) will need to be performed both in the existing clinic and in the adjacent occupied tenant spaces. It will be up to the Contractor to coordinate and suitably schedule work into

- multiple sub-phases, as needed.
- 4) A second means of egress for the Nail Salon tenant on the 2nd floor of the brick building must be maintained throughout the Phase 2 portion of construction.
- 5) The entrance drive off Water Street and the entire parking area shall remain open during construction.
- 6) A new roof and wall cladding will be added to the exterior of the former garage/furniture store in Phase 1.
- A new mechanical rooftop unit serving this project will be located on the roof of the twostory building in Phase 1.
- 8) There will be an approximate 900-sf landscaped area with a freestanding canopy in front of the Bridge Clinic entrance (Phase 1).
- 9) Limited Site Work includes restriping and installation of accessible paths and parking; and minor improvements to the existing parking lot at the front of the building (Phase 1).
- 10) The project's objective is for the Health Center to receive all necessary inspections and a Temporary Certificate of Occupancy (TCO) for the interim use of the Phase I area. Upon receipt of a TCO and Department of Public Health (DPH) approval, the existing clinic will fully relocate to the new space, and then Phase 2 construction can begin in the vacated space. The estimated and desired duration of the project is 6-months for Phase 1 construction and 4-months for Phase 2 construction.
- 11) The existing clinic, the 2nd floor nail salon tenant, and the remaining furniture store tenant shall remain fully open and undisturbed during construction. Please note that work involving excessive noise or vibration must be conducted outside of office business hours (8:30 am to 7:00 pm, Monday through Friday) to minimize disruption.
- 12) The Phase 1 Expansion Space is currently vacant and work can occur during normal daytime business hours. However, the existing clinic, nail salon and furniture store will also be open for business daily and their operations cannot be disturbed.
- 13) To minimize the disruption to the operations of these businesses during construction, the need to complete the noisiest aspects of the construction must be done during nights and weekends.
- 14) All areas of the existing health center / clinic not in active construction must be able to remain fully open and operational during normal hours of operation as indicated below.

15) Program/Center Operating Hours:

a.) **GLFHC's Program/Center** operates five days per week, as follows:

Monday through Friday, 8:00 am – 4:300 pm Sat-Sun Closed

b.) VIP Nail Salon Academy (second floor tenant) operates five days per week, as follows:

Monday - 9:30 AM - 8 PM

Tuesday - 9:30 AM - 8 PM

Wednesday - 9:30 AM - 8 PM

Thursday - 9:30 AM - 8 PM

Friday - Closed

Saturday - 9:30 AM - 4 PM

Sunday - Closed

- 16) The Phasing plan is based on the successful Contractor establishing physically isolated work areas or zones within which to perform construction so that, to the greatest extent, their work will serve to separate the Health Center's operational areas from construction activity, workers, noise transmission and dust migration. These work areas will consist of a combination of temporary partitions or temporary barriers floor-to-deck, temporary doors and separate means of access. All construction areas inside the Health Center should be under negative air pressure at all times.
- 17) It is envisioned that the majority of Phase 1 work that will occur behind fully isolated work zones can be performed primarily during regular business hours, except for any noise generating or disturbing work that will need to be performed off-hours.

Preliminary Two-Phase Work Plan	Anticipated Work Hours
New Phase 1 Expansion Space	Regular Daytime Hours, except for Noise- generating work which must be done off- hours.
Phase 1 work that will occur in the existing Health Center	Off-hours only
Phase 2 work after Health Center moves in to Phase 1	Regular Daytime Hours, except for Noise- generating work which must be done in the off-hours.
Phase 2 work that will occur in the new Health Center	Off-hours only
Either Phase 1 or 2 work which needs to occur in other occupied tenant spaces	Off-hours only
Any Noise Generating or Business Disturbing Activities	All work on Off-Hours only

- 18) **NOTE**: Work under this contract that will occur in any of Landlord's common areas, building roofs, building utility systems, building fire alarm and sprinkler systems will need to be coordinated with and approved in advance by the Landlord and Tenant.
- 19) Anticipated Schedule & Sequencing: Massachusetts Department of Public Health approvals have already been received. The objective is for the selected Contractor to apply for the Building Permit as soon as possible post-award using the Architect's and Engineer's "For Construction Documents". Contractor shall arrange for all permitting and Asbestos and Hazardous Materials Removals in Phase 1 also as soon as possible post-award. It is currently anticipated the project will begin construction on or about early-January 2026 and be fully completed within 10-months, by about November 2026.
- 20) Preconstruction and Construction Period Services: shall include all the typically required professional Construction Manager's construction management and supervisory services, including safety and quality control, necessary for a "turn-key" project to start and complete the project on-time and on-budget in accordance with the design documents and the Owner's schedule objectives. Contractor should include a minimum two to four weeks of Value Engineering services to be performed in conjunction with the Architect and Owner's team in order to ensure the Owner's project budget can be accomplished. Contractor shall be responsible for applying for the Building Permit. Contractor is required to prepare and submit its own NFPA 241 Fire Prevention Plan to local authorities, if required.

III. Contractual Relationships:

- 1) Form of Contract: Upon project award the successful Contractor will be expected to execute the Owner's Form of Contract which is intended to be the <u>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 <u>Guaranteed Maximum Price</u>. Contractor shall draft the A133 form for review and edits by Owner and Owner's counsel. This RFP, all the Exhibits, and your Bid Response Form shall be included as Exhibits to the contract.</u>
- 2) **Gain/Share Allowance**: Because the Owner is a non-profit healthcare organization serving predominantly underserved and marginalized person throughout greater-Lawrence, MA area, maintaining project financing strictly to Contractor's proposed fees is critical and high priority.
 - To incentivize Contractor's efficiency without adversely affecting quality of deliverables, Owner agrees to provide Contractor with a percentage of realized savings achieved by

Contractor relative to its proposed Construction Contingencies and Allowances. Savings shall be shared on a 75% to Owner and 25% to Contractor basis, please see **Exhibit E**.

IV. Project Team

The current project team consists of the following firms:

1) Owner: Greater Lawrence Family Health Center, Inc.

1 Griffin Brook Drive; Ste. 101

Methuen, MA 01844 (978) 686-0090

Contacts: Mr. Jim Ryan, Project Manager

(978) 618-7498 Jryan@glfhc.org

Daniel Parra

Interim Chief Financial Officer and Authorizing Official

DParra@glfhc.org

Ken Gosselin

Director, Expense Management - Finance

KGosselin@glfhc.org

2) Architect: The S/L/A/M Collaborative

250 Summer Street, Suite 402

Boston, MA 02210 Main: 617-717-6704

Contact: Thomas M. Lam AIA, LEED AP, Associate Principal

tlam@slamcoll.com

3) M/E/P/FP Engineers: Buro Happold

11 Beacon St, Suite 400 Boston, MA 02108 617-419-2284

Contact: Sabrish Menon

Sabrish.Menon@burohappold.com

4) Owner's Representative PM: SAR Plus (SAR+)

1117 River Street Boston, MA 02136 Contact : Seth Ravitz

Sravitz@sarplus.com

5) Owner's Industrial Hygienist: Axiom Partners, Inc.

50 Salem Street, Building B, Suite 103

Lynnfield, MA 01940 (781) 213-9198

Contact: Geoff Gerace, Project Manager

ggerace@axiomenv.com

V. <u>Proposed Bid and Proposal Requirements:</u>

In order to provide a uniform basis for evaluating all proposals, we require that your proposal conform to the requirements outlined in this Request for Proposal and be submitted with completion of Exhibit B – Form of General Bid.

- 1) Based on the Architect's and Engineer's <u>For Construction Drawings</u>, attached herein, the Owner's intent is to select and move forward with a Construction Manager ("CM") based on the following items to be submitted with your proposal:
 - a. Submission of AIA A305-2020 Contractors Qualifications Statement, signed & notarized
 - b. Provide Qualifications and Experience in working in a health care environment, including proposed CM's Project Team members in this regard
 - c. Proposed Work Plan to assist and advise Owner and Design Team in all aspects of preconstruction and construction management during the project:
 - i. Estimating,
 - ii. Value Engineering,
 - iii. Derivation of Potential Add and/or Deduct Alternates to achieve Owner's desired Budget,
 - iv. Provide your philosophy and approach to communications with the Owner, Architect and OPM team.
 - v. Managing an open-book, CM friendly, GMP process with regards to Purchasing & Buyout, Cost Control, the Change Order process and contract closeout
 - vi. Detailed Scheduling and Phasing studies to maximize construction time efficiencies and to create fully isolated construction work zones, and minimize noise and dust transmission to other areas of the Center.
 - vii. Construction Planning and Feasibility to keep all areas of the Health Center not in active construction to remain fully open, operational and undisturbed during normal hours of operation.
 - viii. Provide a Project Specific Safety Plan including frequency of Safety Officer inspections,

- ix. Permitting Applications and any advance meetings with ISD and AHJ to introduce project,
- x. Field Investigations to identify existing conditions and potential construction conflicts,
- xi. Review of Drawings to identify any miscoordination, incomplete design, or missing construction details, and begin Preconstruction ("Precon") Request For Information (RFI) process,
- xii. Compliance with Landlord's Building Rules and Regulations for Construction.
- d. Proposed General Conditions and General Requirements, itemized by line item
- e. Proposed combined Overhead & Fee
- f. Detailed Estimate and Schedule of Values of the For Construction Drawings
- g. Preliminary Construction Schedule and Phasing Plan
- h. Proposed Mark-up Structure on Additive Change Orders and Deductive Change Orders
- i. Your Proposal shall clearly indicate any Qualifications, Exclusions, Clarifications or Assumptions which it is based on.

2) Other Proposal Requirements, Terms, Conditions:

- a. All Contractors and Subcontractors shall be licensed in Massachusetts.
- b. There is no Prevailing Wages requirement on this project; Open-Shop Contractors are encouraged.
- c. There are no specific EEO percentage requirements; however, a proactive EEO program including utilization of MBE/WBE firms, women and minority participation, utilization of local contractors and workers is strongly encouraged.
- d. Include proposed staff members and their resumes.
- e. Include a current Hourly Fee Rate Schedule for your personnel.
- f. Comply with Owner's and Landlord's Insurance Requirements including types of coverages and coverage amounts.
- g. There can be no substitutions to specified materials without Architect's formal written approval. Any requests for substitutions shall be applied for in writing with a description of rationale and cost impacts.

- h. Retainage shall be 5% throughout the project until substantial Completion is certified by the Architect, then reduced to 150% of the Architect's Monetized Punch List.
- i. Please email your signed RFP response to the following email addresses. Hard copies are not required.

Jim Ryan at: Jryan@glfhc.org
Dan Parra at: DParra@glfhc.org
Ken Gosselin at: KGosselin@glfhc.org
Tom Lam at: tlam@slamcoll.com
Seth Ravitz at: Sravitz@sarplus.com

VI. Schedule of the Selection Process

Process Step	Milestone	Date(s)	Details
1	RFP Issued to Construction Management ("CM") Firms	Wednesday, November 12, 2025	issued by GLFHC
2	CM Site Tours #1 at 100 Water Street, Lawrence, MA	Wednesday, November 19, 2025	Start time 10:00 am; ends by 3:00 PM (please inform what Site Tour your company will attend)
3	CM Site Tours #2 at 100 Water Street, Lawrence, MA	Thursday, November 20, 2025	Start time 10:00 am; ends by 3:00 PM (please inform what Site Tour your company will attend)
4	Deadline for CM's Questions	Wednesday, December 3, 2025	By 4:00 PM
5	CM Proposal Submission Due Date	Wednesday, December 10, 2025	By 4:00 PM
6	(Internal) GLFHC Proposals' Reviews and Comparison Analysis Period	December 11–19, 2025	Proposal spreadsheet summary prepared, weighted average proposal scoring by GLFHC internal Selection Committee
7	Notification of CM Finalists and Non- Selected Firms	Monday, December 22, 2025	The goal is 2 to 3 CM Finalists get selected
8	CM Finalist Interviews & Reference Checks	Week of January 5, 2026	Finalization of GLFHC's weighted average criteria matrix
9	Notification of Award to Successful CM	Week of January 12, 2026	Anticipated
10	Construction Contract Drafts and Legal Review	January 14 - February 6, 2026	No later than February 6, 2026
11	Construction Contract Signing	Friday, February 9, 2026	No later
12	CM Submits Building Permit Application	Week of February 9, 2026	Or sooner
13	Building Permit Issued and CM Mobilization begins	Week of March 2, 2026	Or sooner

1) All questions related to the bidding of this project are to be submitted by email to Jim Ryan at GLFHC at: Jryan@glfhc.org. Tom Lam at: tlam@slamcoll.com, with a copy to Dan Parra and Ken

- Gosselin at GLFHC at: <u>DParra@glfhc.org</u> and <u>KGosselin@glfhc.org</u>. Responses will be shared with all bidders during the RFP process.
- 2) Permission to access the building for purposes of reviewing existing conditions must be obtained from GLFHC prior to making any site visits. No unauthorized visits will be allowed. Please contact Jim Ryan 48-business day hours in advance to arrange for site access.

VII. <u>Evaluation Criteria</u>

This bid process is private. All proposals shall be treated as sealed bids. The Bid opening shall be private. The basis of evaluation will include the guiding criteria and weights listed in Exhibit H plus, but not limited to:

- 1. On-time Responsiveness of proposal to all the RFP requirements, including completeness and sufficiency of Exhibit B Form of Bid.
- 2. Company qualifications, experience and technical expertise on projects of a similar nature in Health Care, Medical Facility and Laboratory environments, including strength of proposed construction team in this regard.
- 3. Project approach, safety methodology and schedule overview timeline for meeting the requirements of the project.
- 4. Overall competitiveness of proposed pricing and scope of services to be provided.
- 5. Interview process with the two Contractor finalists.
- 6. No offer or quote from a Proposer, that appears either incapable or unwilling to successfully perform the terms of this RFP, shall be selected.
- 7. Guiding Selection Criteria as summarized in Exhibit H.

IX. Reservation of Rights

- 1) GLFHC reserves the right, in its sole discretion, to accept or reject any proposals and to waive any technicalities associated with this request if deemed in GLFHC'S best interest.
- 2) This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon GLFHC and does not obligate GLFHC to procure or contract for any services.
- 3) Neither GLFHC nor any respondent submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by GLFHC and a respondent, containing such terms and conditions as are negotiated and agreed between those parties.
- 4) GLFHC reserves the right to waive non-compliance with any requirements of this RFP Request for Proposals and to reject any or all proposals submitted in responses.

- 5) Upon review of responses, GLFHC will determine the respondent(s)' proposal that, in the sole judgment of GLFHC is in the best interest of GLFHC (if any is so determined), with respect to the evaluation criteria stated herein. GLFHC then intends to conduct negotiations with such respondent(s) to determine if an acceptable contract may be reached. Is no agreement is reached, GLFHC will be under no legal obligation to any respondent(s) whatsoever.
- 6) GLFHC reserves the right to cancel the RFP where it is determined, in GLFHC's sole discretion, to be in the best interest of GLFHC to do so. GLFHC reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary. It is the responsibility of all firms interested in submitting a response hereto to routinely check with GLFHC's designated point of contact for any revisions to this RFQ/RFP.

GLFHC thanks you in advance for your interest in this project and look forward to reviewing your qualifications and proposal.

Exhibit A

List of Required Construction Manager's Scope of Services

Services and Deliverables to be provided by CM:

1. POST-AWARD and PRECONSTRUCTION PHASE:

- a. Coordinate pre-construction meetings with Project Team,
- b. Attend weekly project conference calls or meetings with the Project Team,
- c. Draft, prepare and execute Owner-Contractor Agreement,
- d. Submit Contractor's Insurance Certificate,
- e. Submit for and obtain Building Permit from local ISD and AHJ's,
- f. Assist Owner with Value Engineering as necessary to achieve Owner's Budget
- g. Prepare a detailed Baseline Construction Schedule for the project; the Baseline Schedule shall indicate all Critical Path activities of the work,
- h. Prepare any required Phasing and/or Sub-phasing schedules to conform to any applicable required phases of the project,
- i. Proactively assist the A + E Team and Owner to prepare for the start of construction,
- j. Prepare and submit Contractor's project specific Safety plan that is OSHA compliant and utilizes industry best practices,
- k. Review Constructability issues in Field and provide recommendations to Owner and Design Team to handle them,
- I. Review of Drawings to identify any miscoordination, incomplete design, or missing construction details, and begin RFI process for any necessary construction details, provisions or coordination for any missing scope,
- m. Prepare and submit Contractor's NFPA 241 Fire Prevention Plan to local authorities,
- n. Perform coordination with Utility providers,
- Submit Demolition and ACM/Haz (Asbestos-Containing Materials (ACM) and other hazardous substances) capabilities information. Materials permitting and coordinate with Owner's Industrial Hygienist to begin abatement and remediation work,
- Review existing exterior building conditions and recommendations for repair of any exterior
 - building elements that are currently within the Landlord's responsibility,
- q. Prepare Site Logistics plan for Owner and Landlord's approval,
- r. Planning of construction materials and delivery and long lead item review to optimize schedule start.
- s. **Disbarment.** Confirmation that Contractor is not debarred, suspended, or otherwise excluded from receiving or participating in Federal or Commonwealth of MA awards.

- t. **Conflict of Interest.** Clear of any Conflict of Interest¹ to work with any of the Owner's Project Team listed in Section V herein. Contractor must state such "No conflict" in writing in its proposal.
- u. **Termination Terms:** Either party may terminate an agreement between the parties upon Thirty (30) days' written notice, with or without cause, to the other party.
- v. Terms for Administrative, Contractual, or Legal Remedies See Exhibit F.
- w. **Bid Guarantee** (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for receipt of Contractor's proposal by Owner, may be cause for rejection of Contractor's proposal. (b) The Contractor shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to Owner; and (c) The amount of the bid guarantee shall be five percent (5%) of Contractor's bid price.
- x. Performance, Payment, and Material Bonds A Performance Bond, Payment Bond, and Materials Bond shall be submitted by the Contractor for all as indicated by Commonwealth of Massachusetts Requirements. The bonds shall refer to the Contract between Contractor and Owner, and may be drawn against by Owner in an appropriate amount as determined by the Owner in its sole discretion when any damages to the Owner result from the Contractor's services pursuant to this Contract, or Contractor's malfeasance, misfeasance, or a breach in the performance of the Contract's terms of performance. The purpose of the bonds is to secure the performance of and the compliance with the Contract by and between the Contractor and Owner; the bonds shall not be transferable. Each bond shall comply with the requirements of the Commonwealth of Massachusetts.

2. Construction Phase:

- a. Maintain a clean and safe job-site at all times throughout construction; respond immediately to any Owner requests for corrections or improvements in this regard,
- b. Prepare and maintain all job records,
- c. Mobilize and maintain project site per the Specifications and General Requirements,
- d. Coordinate placement, erection, and de-mobilization of temporary protection / temporary construction barriers for work zone isolation, dust and noise protection, negative air, during all phased construction work,
- e. There can be no substitutions to specified materials without Architect's formal written approval. Any requests for substitutions shall be applied for in writing with a description of rationale and cost impacts,
- f. Provide a minimum of three (3) competitive Subcontractor or Vendor proposals for each trade, for Owner's approval, prior to making a subcontract award,
- g. Retainage shall be 5% throughout the project until Substantial Completion is certified by the Architect, then reduced to 150% of the Architect's Monetized Punch List,
- h. Share all project cost information, cost updates and Buyout Savings or Overrun Log with Owner on a monthly basis in conjunction with the monthly Requisition process,
- i. Provide Subcontractors' Insurance Certificates,

¹ Ensuring full compliance with 200.318(c)1-2 and 2 CFR 200.112

- j. Submit to Architect for approval all required submittals and mock-ups,
- k. Prepare and submit required MA DEP Form AQ-06 10-day notification in advance of any demolition or hazardous materials removals,
- I. Attend and lead weekly project meetings with the Project Team/Owner's representatives,
- m. Prepare and distribute weekly Project Team agenda and meeting minutes,
- n. Prepare, maintain and distribute, at weekly project meetings, the Purchasing Log,
 Submittal Log, Long Lead Item Log, RFI Log, Architect's Bulletins and Sketch (SK) Log, PCO (Pending Change Order) Log, CO (Approved Change Order) Log, and 2- to 3-week work look-ahead schedule,
- o. Update and show progress on project schedule as needed,
- p. The <u>Baseline Project Schedule</u> shall be updated by the Contractor and submitted to the Owner on a monthly basis in conjunction with the submission of the Contractor's monthly Application for Payment; the monthly update shall clearly indicate wherever the project is running ahead or behind of the baseline by schedule line item,
- q. If the project is determined to be running behind schedule, prepare and submit to the Owner a proposed schedule recovery plan that indicates how the GC will accelerate or otherwise make up lost time in order to complete the project within the required timeframe for Substantial Completion,
- Conduct weekly Safety Meetings and keep sign-in logs and meeting records, incident reports,
 - MSDS sheets, etc. in project field office,
- s. Provide regular Safety inspections by a certified Safety Officer, conform with all recommendations, and immediately make any corrections,
- t. Keep weekly construction progress photos and as-built drawing records,
- u. Coordinate with Owner and other team members for all phasing changes and for Owner to order and expedite all necessary Owner provided materials, equipment and furnishings,
- v. Coordinate with all utilities and Owner and Landlord for services and any interruptions of service,
- w. Submit any Requests for Information (RFI's) to the Architect and make recommendations appropriate to the issue's resolution,
- x. Submit any Potential Change Orders and Change Order Requests (COR's) to the Architect and Owner, and receive written approval, prior to proceeding with any beyond base contract scope work; COR's shall include detailed back-up from the GC and all pertinent Subcontractors, including written itemized proposals and/or time and materials slips as back-up that have been signed & confirmed by the GC's Field Superintendent,
- y. Upon approval of a COR, prepare and submit a Prime Contract Change Order Request to the Architect and Owner on AIA Form G-701, which shall include any requested adjustment to the contract time, and indicate the new required Date of Substantial Completion,
- z. Prepare and submit monthly Applications for Payment (AIA G702 and G703 sheets) for Architect's and Owner's PM approval, in pencil and final form, including monthly project schedule update, GC's and Subcontractor's Lien Waivers, PCO/COR and CO Logs, Contingency Log, Allowance Status Log, Buyout Savings Log,
- aa. Comply with Owner's requirements for Stored Materials and/or Advance Deposits, including

- approval needed in advance and documentation including: Transfer of Title, Certificate of Insurance, Itemized Inventory List, representative Photos,
- bb. Coordinate any required independent testing laboratory tests (Testing Lab to be engaged for and
 - paid by Owner) and mock-ups with Architect and appropriate Engineers,
- cc. Coordinate all municipal, building department, and fire department rough and final inspections to obtain final sign-offs and Certificate of Occupancy,
- dd. Comply with all written directives and notices from any Authorities Having Jurisdiction,
- ee. Perform GC's pre-Punch List inspections and corrections as Substantial Completion approaches,
- ff. Oversee and supervise HVAC Testing & Balancing and Automatic Temperature Controls programming,
- gg. Maintain an on-going Quality Control Punch List Log and prepare CM's Punch List prior to Architect review for each phase of construction,
- hh. Notify Architect when building is ready for Punch List and assist Architect and Engineers in the onsite punch list walk through,
- ii. Promptly perform all required Punch List corrective work, final cleaning, and preparation for turnover of spaces back to Owner.

3. POST CONSTRUCTION AND CLOSE-OUT PHASE

- a. Ensure all Punch List work and back-punch inspections have been verified and signed off for each phase and again at the completion of all work,
- b. Execute AIA Form G-704 Certificate of Substantial Completion.
- c. Assist Owner with any transition or move-in items from construction to turnover to building management.
- d. Ensure all final keying and permanent hardware cores are installed, and turnover keys to Owner,
- e. Correct or replace any broken or damaged items as directed by Architect or Owner,
- f. Ensure construction project closeout is complete in accordance with drawings and specifications.
- g. Submit Final As-built drawings,
- h. Perform all Owner training of new equipment and installations.
- i. Prepare and submit Operating & Maintenance Manuals,
- j. Prepare and submit required Warrantees and Guarantees,
- k. Submit all Attic Stock neatly boxed or wrapped in a location to be determined by Owner,
- Coordinate and deliver Final Lien Releases (as one complete package) to Architect and GLFHC Facilities Director,
- m. Submit Final Close out reports,
- n. Prepare and submit AIA Forms G-706, 706A, 707, 707A.
- o. Prepare and submit Final Application for Payment with all back-up and closeout documentation.

EXHIBIT B

Form For General Bid

Request for Qualifications and Guaranteed Maximum Price (GMP)

DUE DATE: Wednesday, December 1, 2025 by 4:00 pm by electronic submission.

1. GENERAL BID INSTRUCTIONS

- 1.1. The undersigned "Respondent" accepts all of the terms, conditions and requirements of the GLFHC Invitation to Bid and Instructions to Bidders dated November 12, 2025, inclusive of <u>Exhibits A H</u>, herein. Respondent's GMP proposal shall include and completely provide all required Preconstruction and Construction Management services as requested within this invitation and as shown and specified on Architect's & Engineer's "For Construction Drawings" dated November 10, 2025, and accessible here: https://slam.sharefile.com/d-s070f96b02837432da23e589b2a5a506e, for a complete and turnkey project and to complete all work within the requested time periods ("the Work").
- 1.2. The Respondent represents they have examined the site and locality where the work is to be performed and has made such independent investigations as the Respondent deems necessary to identify the federal, state, and local laws, ordinances, rules, and regulations, and the particular site and building conditions affecting cost, progress, or performance of the work.
- 1.3. The undersigned Respondent proposes and agrees, if this Bid Proposal is accepted, to enter into an Agreement with the Owner using the 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. The entire RFP, RFP Exhibits, and Bid Response Form will be included as Exhibits to the contract.
- 1.4. The Respondent accepts all of the terms, conditions and requirements of the Proposal Invitation and Request for Proposal and Proposal Instructions dated November 11, 2025.
- 1.5. The Owner is a 501(c)(3) non-profit organization, and as such, is exempt from MA sales taxes. Bids should reflect this exemption.
- 1.6. Respondents must be properly licensed under the laws governing their respective trades and be able to obtain all required Contractor's Insurance, Builder's Risk Insurance, and Performance Payment and Lien Bonds in the full amount of the contract value of the Work.
- 1.7. Insurance requirements shall include the following: Contractor shall purchase and maintain the following insurance for the duration of this Agreement, as noted below:
 - a. Workers Compensation Insurance providing statutory Coverage A limits and Employers Liability limits not less than \$500,000 each accident/\$500,000 disease policy limit/\$500,000 disease each employee;
 - b. General liability coverage with limits not less than \$2,000,000 per occurrence/\$2,000,000 personal and advertising injury/\$2,000,000 products and completed operations/\$5,000,000 aggregate on a per project basis and on an

- occurrence form; The products and completed operations coverage shall be carried for a period of not less than seven (7) years after the Work is completed and continue to include Indemnitees as Additional Insureds.
- Auto liability for owned, non-owned and hired auto at limits not less than \$1,000,000 per accident combined single limit for bodily injury and property damage; and
- d. Umbrella/Excess Liability at limits not less than \$10,000,000 per occurrence and general aggregate on a per project, follow-form basis and on an occurrence form. Coverage shall be excess of General Liability, Auto Liability and Employers Liability policies. Excess coverage for products and completed operations shall be carried for a period of not less than seven (7) years after the Work is completed and continue to include Indemnitees as Additional Insureds.
- e. If the scope of work changes, Owner and Authorized Agent reserve the right to require that Contractor maintain other insurance as deemed necessary from time to time.

2. GENERAL REQUIREMENTS

- 2.1. The Base Bid shall be in the form of a Guaranteed Maximum Price (GMP) for the entire work and shall include General Conditions, General Requirements, Overhead & Fee. Contractor's Work shall include furnishing and installing all specified new material and equipment, the provision of the necessary tools, supplies, transportation, construction equipment and all other means of construction, and the qualified labor required to professionally perform and fully complete the entirety of the work in accordance with all applicable codes, regulations and best practices. The Base Bid shall be itemized in the Table provided below.
- 2.2. Submit a proposed Construction Schedule and Statement of Bidder's Qualifications with the Form for General Bid. Submit Contractor's proposed Schedule of Personnel Labor
- 2.3. One-halt of the project site is the Owner's on-going and vital Community Health Center which will remain fully occupied during the course of the work. Contractor is responsible for all schedule, sequencing of operations and phasing coordination with the Owner and Owner's Landlord as to when work can occur in the building and the individual areas. Contractor shall conduct its work with the safety and security of all occupants of the building as its highest priority. All work in Owner's occupied Health Center areas and occupied tenant areas must be performed Off-Hours.
- 2.4. Contractor shall include the following General Conditions associated with the performance and completion of the work in accordance with the Construction Documents. This shall include, but not be limited to: permit & fees costs, insurance costs, mobilization costs, field offices, safety measures, temporary protection, temporary facilities, winter conditions, barricades, daily cleanup and debris removal, dust and fume control, layout, equipment, lawful waste disposal, and all required construction

- documentation. Include Contractor's cost to prepare its own NFPA 241 Fire Prevention Plan as required by the permitting authorities.
- 2.5. The Owner reserves the right to delete any item, portion, or phase of the work. The Bid Price for all other work items shall remain unchanged.
- 2.6. The Contractor shall provide all labor, materials, and incidentals necessary to provide the Owner with 100% complete turnkey project, except for work that is specifically shown excluded, or being "by Owner".
- 2.7. The Contractor shall secure and pay for all permits, fees, and licenses necessary to perform the work.
- 2.8. All of Contractor's work shall comply with all applicable codes and regulations.
- 2.9. The Contractor is responsible for coordination and satisfactory completion of the work of all trades.
- 2.10. The Contractor is responsible for verifying all dimensions in the field before ordering any materials or fabricating items.
- 2.11. The Contractor is responsible for requesting, justifying and obtaining all necessary approvals for substitutions of equal products and/or deviations from specified plans and specifications.
- 2.12. The Contractor is responsible for the protection of adjacent surfaces and improvements and ensuring their condition is not damaged or threatened by the work of this project.
- 2.13. The Contractor shall provide and maintain its Field Office and temporary toilets outside the building.

3. BASE BID

- 3.1. The base bid shall be in the form of a GMP price and shall include all costs to provide, procure, fabricate, install, and/or repair the work items, including, but not limited to, labor, materials, equipment, supervision, general requirements, general conditions, overhead and profit. The base bid shall be itemized in the table provided below. Provide additional itemized breakdown, if requested.
- 3.2. Construction Contingency and All ALLOWANCES shall be inclusive of all CM's Mark-ups. Any Savings under Construction Contingency ALLOWANCES shall revert 100% back to Owner and not be subject to any Shared Savings formula (see <u>Exhibit E</u>, herein).
- 3.3. Bid Response Table for Respondent's Bid for GC/CM's Construction Services: (to be completed in full).

A. Construction Manager's Proposal - Summary	(to be completed in full)
GLFHC – Greater Lawrence Family Health Center	
"100 Water Street Expansion and Renovation Project"	GMP
100 Water Street, Lawrence, MA 01841	Proposal:
General Requirements	
General Conditions	
Overhead & Fee	
Contractor's Insurances	
Builder's Risk Insurance	
Performance, Payment & Lien Bonds	
Additive Change Orders (fully marked up %)	
Deductive Change Orders (fully marked up %)	
Monthly General Conditions Cost (per month)	
Proposed Construction Schedule – Phase 1 (in weeks)	
Proposed Construction Schedule – Phase 2 (in weeks)	
TOTAL Construction Schedule	

B. Construction Manager's Proposed GMP	(to be completed in full)
GLFHC – Greater Lawrence Family Health Center	
"100 Water Street Expansion and Renovation Project"	GMP
100 Water Street, Lawrence, MA 01841	Proposal:
DIRECT COSTS:	
General Requirements	
Asbestos & Hazardous Materials Removal per Axiom Report dated	\$30,000.
9/30/25 ALLOWANCE (= \$30,000)	Allowance
Selective Demolition	
Temporary Partitions/Protective Dust & Noise Barriers for Phased	
Construction	
Concrete	
Masonry	
Rough Carpentry	
Finish Carpentry	
LGMF & Drywall Systems	
Doors/Frames/Hardware	
Millwork/Cabinets/Countertops	
Acoustic Wall Panels	

Glass & Glazing	
ACT Ceilings	
Flooring (Carpet, LVT, sheet vinyl, VWB)	
Caulking/Sealants/Waterproofing/Fireproofing	
Roofing	
Painting	
Accessories/Specialties/Equipment, incl. Rolldown grilles	
Appliances	Not In Contract (NIC), By Owner
Window Treatment	
Signage (Interior & Exterior)	NIC, By Owner
HVAC	
Plumbing	
Sprinkler	
Electrical, Lighting, Fire Alarm	
Tel/Data, Security, Low Voltage Systems	NIC, By Owner
Sitework	
Utilities	
Landscaping	
Construction Contingency @ 7.5%	
Other:	
Other:	
Other:	
Other ALLOWANCES to be included in GMP, including with full Mark-	
ups:	
Existing EPDM Roof Patching & Repair beyond Requirements on	\$15,000.
Drawings = \$15,000	Allowance
	\$10,000.
Exterior Façade Repairs beyond Requirements on Drawings = \$10,000.	Allowance
	\$10,000.
Install Owner Supplied Equipment & Materials ALLOWANCE = \$10,000.	Allowance
Repairs at grade of rear of building to close gaps = \$8,000	\$8,000. Allowance
5' 11 6 11 6 11 6 11	\$15,000.
Fire Alarm and Sprinkler Shutdowns = \$15,000	Allowance
Charles Brazis has a d Brazis a respective a Brazis a constant	\$20,000.
Structural Repairs beyond Requirements on Drawings = \$20,000	Allowance
Floor Potables and Loveling bound minimum amountations (45,000	\$15,000.
Floor Patching and Leveling beyond minimum expectations = \$15,000	Allowance
Maistana Mitigation and Tastina of Caranata flagra. 640,000	\$40,000.
Moisture Mitigation and Testing of Concrete floors = \$40,000	Allowance
INDIRECT COSTS:	
Building Permit Fee	

Contractor's Insurances (Liability, WC, Auto, Umbrella)	
Builder's Risk Insurance	
Performance, Payment and Lien Bonds	
General Conditions	
Overhead & Fee	
TOTAL GMP Price, excl. MA Sales Tax	
	_
ADD ALTERNATES:	
Add Alternate No. 1: Remove and replace existing concrete slabs	Add:
·	Add:
Add Alternate No. 2: Add gypcrete topping slab	
Add Alternate No. 3: Install EV ready infrastructure	
Add Alternate No. 4: Include solar panel (PV) infrastructure	
1. Add Alternate No. 5: Add Bi-Directional Antenna	
Add Alternate No. 6: Add finish in Existing Storeroom B123	
Add Alternate No. 7: Add casework in future exam rooms A126 and	
A141*	
Deduct Alternate No. 1: Downgrade Gypsum Board Finish from Level 5	
to Level 4	
Deduct Alternate No. 2: Install new windows in former window	
openings- facing Water Street	
EXCLUSIONS & QUALIFICATIONS: (if any, provide separate list if needed)	
1.	

n Services for the GLFHC – Greater Lawrence Family Health Center, "100 Water Street Expansion and Renovation Project" at 100 Water Street, Lawrence, MA" to perform the Work as described in the November 11, 2025 RFP Documents is:

		Dollars
(\$).	

CHANGE ORDER MARK-UPS 4.

Provide proposed "Mark Up" Structure for both Additive and Deductive Change Orders, (Please show a breakdown of all mark-ups for: General Conditions, Permit, Insurance, OH, Fee, etc.).

	Additive Change Orders:		
	Deductive Change Orders:		-
5.	RESPONDENT'S COMPANY SIGNATURE and SEAL By signing below, I (the "Respondent") acknowled the Bid Invitation and Bid Documents referenced become acquainted with the building and its exist GLFHC – Greater Lawrence Family Health Center, Renovation Project", located at 100 Water Street, described in the November 11, 2025 RFP Docume the Architect's & Engineer's "For Construction Draincluded in this GMP proposal. I agree to hold all for three (3) months from the date signed below.	hereir ing co "100 \ Lawro nts an	and have visited the project site to inditions. All work indicated in the Water Street Expansion and ence, MA" to perform the Work as id represented in Exhibits A - H and s" dated November 10, 2025, is
Date			(Name of General Bidder)
SEAL		By_	
			(Signature)
			(Title)
			(Business Address)
			(City and State)
			(Phone)

EXHIBIT C ADDITIONAL PROVISIONS:

Mandatory Building Rules and Regulations for GLFHC for Contractors Performing work at 100 Water Street, Lawrence, MA

Construction Personnel (as defined below) shall abide by all rules and regulations set forth by the Owner (GLFHC) from time to time during the course of the Work, including those listed in this Additional Provisions: building Mandatory Rules and Regulations (collectively "Rules") which are herein made a part of the contract documents.

The Contractor shall be responsible for ensuring that all Construction Personnel (Prime Contractors and Subcontractors and Sub-subcontractors) strictly adhere to such Rules, and for all costs incurred in enforcement of such. If the Contractor, in the sole judgment of the Owner, fails to properly enforce such Rules, then the Contractor shall reimburse the Owner for all costs incurred by the Owner in enforcing such Rules or as a result of the Contractor's failure to do so. Failure to follow all such Rules shall be cause for discharge of any individual from the site. The Contractor agrees to immediately remove any employee, subcontractor, or vendor from the site who, in the sole judgment of the Owner, fails to observe such Rules.

Nothing contained herein shall relieve Contractor from its obligations to maintain a safe work environment and from its sole responsibility for the health and safety of its employees and other persons for whom it is legally responsible. Such Rules shall include, but not be limited to, those listed below as follows:

- a. The Contractor, subcontractors, vendors, deliverymen, and each of their employees, agents, and others hired by them (collectively referred to as "Construction Personnel") shall be required to access the site, to deliver and receive materials, and to park only in areas designated for such by the Owner. The Contractor shall be responsible for ensuring that all Construction Personnel strictly adhere to such requirements. The Owner reserves the right, in its sole discretion from time to time, to change the designated areas for access, deliveries, or parking.
- b. Contractor shall comply with Health Center's requirements regarding COVID-19 safety precautions. Also comply with current Federal, State and City requirements as they may exist and continue to evolve for public safety.
- c. No food or drink will be permitted in the work area. Construction Personnel shall not be permitted to discard food waste paper, coffee cups, soda cans, or other debris on or near the premises or in any areas of the building. Contractor shall have appropriate trash containers and pick up any such debris daily.
- d. In all areas occupied by residents, Contractor shall assure that all those performing work in the area work in a manner that assures the minimal disruption to ongoing staff and patient

- care and that noise is maintained at the most reasonably low levels as possible and practical.
- e. No subcontractors shall be permitted to work or be on the premises unless a responsible supervisory representative of the Contractor is also on the premises.
- f. All Contractor's work must have valid Building Permits from the appropriate Building and Fire Authorities Having Jurisdiction. Valid building permits must be displayed in a prominent location. Contractor is responsible for obtaining the Building Permit and is solely responsible for scheduling and coordinating Rough and Finish Inspections in order to properly conduct and close out all work under the permit.
- g. Contractor shall post adequate "Construction Area No Admittance" and all construction related safety and warning signs typical for professional construction efforts in occupied buildings. Contractor shall furnish and install temporary construction fencing with lockable gates around all its exterior operations, mobilization and storage areas and remove same upon completion of the project.
- h. Absolutely No Open Flame, Welding, or Hot Work of any kind shall be permitted without the specific approval of the Owner and the local Fire Department. Fire watches with certified Fire Department personnel are required anytime, and for the full duration, hot work will be undertaken.
- NO SMOKING! Construction Personnel shall not be permitted to smoke in the building or on the Owner's premises.
- j. The Contractor recognizes that the facilities will be and remain fully occupied during the construction process. The Contractor shall plan and execute the Work in a manner which minimizes to the greatest extent practical disruption, inconvenience, or noise to the building occupants and is in compliance with Contractor's Safety Plan. In doing so, the Contractor shall do the following:
 - i. Construct such temporary protection as is necessary to isolate the work and protect occupants from dust, debris, excessive noise and danger. Temporary protection shall be submitted to the owner in advance for its approval. Adequate protection of surrounding areas shall be provided, including sticky walk-off mats at construction entrances to occupied spaces; and
 - ii. Perform all building system shutdowns only after advanced coordination with and approval by the Facility Manager.
- k. Building Fire Alarm and Fire Suppression Systems No existing fire alarm and/or sprinkler systems or components of each shall be shut down or impaired in any way without advance notice to, and authorization from, the building's Facility Manager. Contractor

shall bag and un-bag on a daily basis any operable smoke detectors in the work area. False alarms that incur Fire Department charges or costs from the Owner's monitoring company shall be back-charged to the Contractor. Contractor shall provide and maintain its own fire extinguishers in sufficient type and quantity for all its work areas.

- I. Contractor shall ensure that no life-safety emergency systems are shut down or rendered non-functional or partially functional at any time without the prior approval of the Owner and all governmental authorities having jurisdiction. Notwithstanding any approval granted by the Owner, it shall be the responsibility of the Contractor to notify, coordinate with, and obtain the consent for all governmental authorities, as well as any coordination needed with local utility providers. Coordinate at least 24-hours in advance with Facility Manager for any requests for fire alarm or sprinkler shut-downs.
- m. Hazardous Materials If any suspect hazardous materials are encountered during the work, immediately stop work in that area and notify the Facility Manager. To the extent feasible, Contractor shall contain and protect the exposed suspect materials with polyplastic or tarps and duct tape. Owner shall then contact its own Environmental Consultant or Industrial Hygienist to determine the nature of the suspect materials and how they should be dealt with. Contractor shall provide MSDS sheets (Material Safety Data Sheets) to the Facility Manager prior to the use of any chemicals, hazardous or controlled products.
- n. Roof / Window / Wall Openings In order to prevent water damages and air leakage into the fully occupied building, any and all openings in the building envelope by the Contractor must be coordinated with the Facility Manager. Any temporary openings must be closed on a daily basis with sufficient and proper temporary protection. No envelope openings can be left open during non-work hours. Contractor must inspect on a daily basis any temporary building openings and their proper protection to ensure they remain sufficiently weather-tight.
- o. Use of Elevator (if building has an elevator) Contractor shall not use the public elevator, except with the permission of the Facility Manager. For any requested elevator use to move equipment, materials or supplies Contractor shall coordinate such use 24 hours in advance with Facility Manager and sufficiently and adequately protect the elevator from damage, including removing the protection when elevator use is complete.
- p. Contractor shall assure that the construction site is maintained at all times in a clean and orderly manner consistent with requirements for medical and health related facilities. All trash is to be immediately removed, work areas are to be swept on a routine basis and dust and debris build-up in the work area shall not be permitted to occur. Exterior work and staging areas shall be enclosed with temporary chain-link fencing in areas to be approved and designated by the Owner. Dumpsters, if used, shall not be allowed to overflow and shall be changed out regularly.

- q. Contractor shall maintain its designated work areas in a safe and clean condition at all times. In the event that the Owner is required to have its Facility staff clean the area at any time in order to maintain clean and safe conditions, the Contractor will be charged \$150.00 per hour for such services and such amounts may be deducted from the next payment due to the Contractor hereunder.
- r. All dust barriers separating the area of work from the rest of the Facility shall be strictly maintained. All work materials will be kept neatly stacked in a manner to not impede necessary movement in the area or on the premises.
- s. Use of Center's public restrooms by Contractors is not allowed. Contractor shall provide its own outdoor lockable temporary sanitary facilities in the appropriate number for all its employees and shall ensure theses are cleaned regularly and locked in off-hours.
- t. The possession, wearing, carrying, transporting, or use of a firearm or offensive weapon is strictly forbidden on the Center's premises, including vehicles parked on such premises.
- u. No alcohol, drugs or controlled substances are allowed in the Center or on the facility grounds at any time. Any persons possessing, utilizing, under the influence, or suspected to be under the influence of such shall not be permitted on the premises. Anyone found responsible for violations under this provision shall be immediately removed from the work site by the Contractor and/or the Owner.
- v. No audible radios or music producing devices shall be permitted on the premises.
- w. All Construction personnel shall be respectful of occupants and staff at all times. Profanity, foul language, loud language, or lewd or offensive behavior shall not be permitted on the premises at any time.
- x. Workers shall not be permitted to loiter or eat lunch except in areas designated for Contractor's use, or in one specific location outside the building which shall be designated from time to time by the Owner.
- y. Deliveries Delivery of any large materials or equipment or use of large delivery vehicles in Center's drop-off areas shall be during off-hours and shall be coordinated with Facility Manager. The Owner is not obligated to receive, accept, or sign for any material or delivery on behalf of the Contractor. However, if the Owner or an employee of the Owner does receive, accept, or sign for any material or delivery as a convenience to the Contractor, the Owner will not be responsible for the condition, quantity, whereabouts, or disappearance of such delivery or its paperwork.

- z. Contractor's As-built Plans, Operating & Maintenance Manuals, Warranties and Guarantees shall be submitted at the completion of the work and are due prior to final payment.
- aa. Contractor shall provide and maintain Insurance policies in the amounts and limits as required by the Owner and submit evidence of current coverage prior to beginning work. Insurance Certificates required to be provided shall name such entities as the Owner may designate from time to time as Additional Insureds, including but not limited to the following, to be provided by Contractor:
 - i. Workers' Compensation at statutory limits.
 - ii. Employers' Liability with policy limits not less than \$1,000,000 per Occurrence and \$2,00,000 Aggregate policy limit.
 - iii. Automobile Insurance for all Contractor owned vehicles and driven equipment.
 - iv. Umbrella Liability \$2,000,000

- End of GLFHC Building Rules & Regulations -

EXHIBIT D

RFP Questions for Respondents

The questions in this RFP must be completed in full. Submission of the AIA A-305-2020 Form – "Contractor's Qualification Statement" signed and notarized must accompany the Proposal Response. If there are duplicate questions and answers to that document, just indicate "Refer to A-305" wherever applicable.

- 1.0 How many years has your organization/team been in business under its present business name?
- 2.0 Organizational Structure
 - 2.1. List the name, address and telephone number of the main office and of the office which will be assigned to this project.
 - 2.2 Specify the type of ownership: i.e., individual, partnership, public or private corporation, joint venture, etc.
 - 2.3. If a corporation, answer the following:
 - a. Date of incorporation.
 - b. State of incorporation.
 - c. President's name.
 - d. Vice President's name.
 - e. Secretary's name.
 - f. Treasurer's name.
 - g. Chief Financial Officer's name.
- 3.0 If an individual or a partnership, answer the following:
 - a. Date of organization:
 - b. Name and address of all partners:
- 4.0 If other than a corporation or partnership, describe the organization and name of principals.
- 5.0 Company Volume
 - a. Please list the Construction Volume for the last 5 years.
 - b. Percentage of line 7.1 in Healthcare Facilities
 - c. What percentage of your business is performed for healthcare environments?
 - d. What percentage is the renovation of areas adjacent to ongoing services?
- 6.0 Please list the current Project Workload and Construction value.
- 7.0 Provide a list of relevant projects completed in the last five (5) years, with at least five (5) references for projects similar in scope to this RFP. Please note repeat clients and projects.
- 8.0 Bonding and Insurance
 - a. Name of Bonding Company and Insurance Companies.
 - b. Name, address, and telephone number of Bonding Agent and Insurance Agents.
 - c. Total Bonding capacity and single Project Bonding limit. Please provide a letter verifying this.
 - d. Projects not completed and under bond.
 - e. Description of claims against bonds within the last five (5) years.

- f. Insurance limits and types.
- 9.0 Describe any other information that you consider relevant to the evaluation of your firm's qualifications.
- 10.0 Describe the cost control, scheduling control, reporting mechanism, and all other project control systems you would use for this project during the Subcontractor bidding and Construction phases.
- 11.0 Indicate services that you view as necessary for this project that are not normally included in your scope of services or the responses to this RFP.
- 12.0 Give a Team Chart and Management Plan outlining your approach to this project. Please list the members of your firm and who would be assigned to the project and attach resumes. GLFHC reserves the right to approve all key assigned personnel throughout the project.
- 13.0 Provide a detailed proposed project schedule, illustrating the Owner's Substantial Completion date.
- 14.0 How will you control the schedule during the Construction phases?
- 15.0 Subcontractors are an important element of the project, and GLFHC will require input in the development of the trade bid lists. Prequalification of subcontractors will be the responsibility of the contractor. Please explain your prequalification and subcontractor process.
- 16.0 Do you anticipate performing any of the subcontractor trades work with your own personnel? If yes, state which subcontractor trades applied and how you will assure the Owner of receiving competitive pricing. If GLFHC requires all major trades to be bid, do you feel this is the most competitive methodology, and will you comply with this requirement?
- 17.0 Please identify any concerns, comments, or suggestions your office may have regarding this project that you feel have not been adequately addressed in the above questionnaire.
- 18.0 **Disclosure of relationships and conflicts of interest:** Are there any directors, principal officers or members of the governing board of your company with a family relationship, business relationship or conflict of interest with any board member or director of GLFHC?

ind its if yes, please describe below.	NO	YES	If yes, please describe below:
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EXHIBIT E

GAIN/SHARE INCENTIVES

- 1. Gain/Share Incentives.
- a. Operating Incentives. Subject to the limitations and adjustments set forth below, the Parties agree that:
 - i. Contractor must provide sufficient documentation to Owner to justify its achievement of any savings. Such documented savings are to be agreed to by Owner, in writing, at time of achievement of such savings;
 - ii. Contractor will be entitled to receive a "Gain Share" payment from Owner, paid subsequent to final completion of the project, and equal to 25% of the realized and documented Contractor-identified and Contractor-led savings that were achieved, as agreed to in writing by Owner, during the project work;
 - iii. Gain Share payments only will be made to Contractor providing Contractor does not exceed the sum of its initial Bid Quote, plus the value of any subsequently approved Change Orders signed by Owner; and
 - iv. Gain Share payments made to Contractor, if any, will not exceed the sum of Contractor's initial Bid Quote plus the value of any subsequently approved Change Orders signed by Owner.

EXHIBIT F

Terms For Administrative, Contractual, Or Legal Remedies

- Limited Warranty: Contractor hereby represents and warrants that it will exercise
 commercially reasonable efforts to perform the services for which it is engaged in a
 professional and workmanlike manner consistent with applicable industry standards.
 The express warranties set forth in an agreement between the parties are in lieu of, and
 Contractor disclaims, all other warranties, representations or conditions, whether
 express or implied.
- 2. **Insurance and Limit of Claim:** Contractor shall provide Owner with a Certificate of Insurance naming Owner as an additional insured on Contractor's Commercial General Liability policy with minimum limits of \$1,000,000.00 per occurrence/\$3,000,000.00 in aggregate (including Products/Completed Operations).
- 3. **Further Limitations**: IN NO EVENT WILL Contractor OR ITS OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS BE LIABLE FOR (A) SPECIAL, INCIDENTAL, PUNITIVE OF CONSEQUENTIAL DAMAGES, OR (B) COSTS OF PROCURING SUBSTITUTE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF Contractor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
- 4. Miscellaneous: If any provision of an agreement between the parties is held invalid, the remaining provisions will remain in full force and effect. Neither party will be responsible for any failure or delay in performance (excluding payment obligations) due to causes beyond its reasonable control including, but not limited to, labor disputes, war, acts of terror, acts of God, plagues, pandemics, or governmental action. The waiver of any breach of an agreement between the parties will not constitute a waiver of any other right or breach. All waivers and modifications must be in writing and signed by both parties.
- 5. **Limitation of Liability:** Neither Party nor its officers, directors, employees or Affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data or cost of cover, even if such Party alleged to be liable has knowledge of the possibility of such damages, and each Party's aggregate liability under an agreement between the parties shall not exceed the total amount of consideration paid to the other Party under an agreement between the parties.
- 6. **Notices**: All Notices shall be in writing and, except as otherwise expressly provided herein, shall be deemed to have been given when received or refused, if made by hand delivery with signed receipt, or one (1) business day after mailing by nationally recognized overnight courier with signature required, postage prepaid, addressed to the other Party at its address as listed in an agreement between the parties, or at such other address as such other Party shall have furnished in writing to the notifying Party.

7. **Compliance with Laws**: The provisions of an agreement between the parties shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Owner and Contractor shall each comply with all applicable federal, state, county and local laws, ordinances, regulations and codes governing the performance of said Party's respective obligations under an agreement between the parties; including but not limited to: (a) limitations on hours of work; (b) laws and regulations pertaining to labor, wages, hours, social security laws and other conditions of employment; (c) regulations of applicable environmental laws and regulations including those promulgated by United States Environmental Protection Agency; and, (d) regulations and current Occupational Safety and Health Administration (OSHA) requirements.

The breaching party (be it Contractor or Owner) shall be responsible for payment of all fines, penalties or other costs and expenses related to any violation by the breaching Party of this Section 18 including without limitation any and all applicable laws regarding: (i) non-discrimination; (ii) in terms and condition of employment, (iii) payment of minimum wage, (iv) legally mandated employee benefits; and, (v) mandated work hours as required by applicable law and other applicable labor laws.

Should any provision of an agreement between the parties be determined to be inconsistent with or contrary to applicable law, such provisions shall be deemed amended or omitted to conform therewith, without further affecting any other provision or the validity of an agreement between the parties. Any void or voidable word, phrase or part of an agreement between the parties shall not void the whole.

- 8. **Confidentiality**: Owner and Contractor both acknowledge that the disclosure or use of the Confidential Information in a manner inconsistent with this Agreement may constitute irreparable and irreversible harm to the Disclosing Party, and any disregard or violation of the confidential relationship created by an agreement between the parties, shall entitle the Disclosing Party to seek, restrain of, and otherwise prevention of such disclosure or wrongful use. Nothing herein shall be construed to prohibit the Disclosing Party from pursuing other remedies for any disregard or violation of the confidential relationship created hereunder. In any action for breach of this Agreement, the prevailing Party shall be entitled to an award of all court costs and reasonable attorneys' fees incurred in connection with such action.
- 9. **Indemnity:** Each Party hereto (the "Indemnifying Party") shall defend, indemnify, and hold the other Party hereto (the "Indemnified Party") harmless from third-party claims or liabilities arising out of or resulting from the negligence acts or omissions of the Indemnifying Party or its employees or agents occurring in connection with this Agreement. Notwithstanding the foregoing, any indemnity under this clause shall be

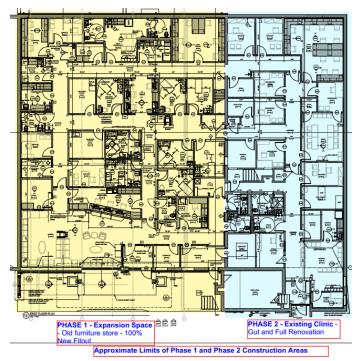
- reduced proportionally to the extent that the indemnifying party's negligent acts, statements, errors or omissions caused or contributed to the claim or liability.
- 10. **Mitigation Provisions:** Payments by an Indemnifying Party shall be limited to the amount of any liability or damage that remains after deducting any insurance proceeds and any indemnity, contribution or other similar payment received or expected to be received by the Indemnified Party in respect of such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies for any losses prior to seeing indemnification under an agreement between the parties. Each Indemnified Party shall take, and cause its affiliates to take, all reasonable steps to mitigate any loss or liability upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto.

EXHIBIT G

Photos and Summary Technical Drawing



<u>Figure 1</u>: Photo – Existing Multi-tenant Buildings at 100 Water Street, Lawrence, MA (source: Google Maps, November 2020)



<u>Figure 2</u>: Two-Phase Renovation Project – Phase 1 is new fit-out of vacant Expansion Space; Phase 2 will be gut renovation of existing Clinic after it moves over to Phase 1



<u>Figure 3</u>: Photo – Existing Multi-tenant Buildings at 100 Water Street, Lawrence, MA (source: tax record photo, September 26, 2019)

EXHIBIT H

Construction Company Evaluation Framework (Guiding Criteria)

This document outlines evaluation framework that GLFHC's Project Selection Committee will consider when selecting a construction company to complete its construction and renovation project at 100 Water Street in Lawrence, MA.

This project is funded through the Executive Office of Health and Human Services (EOHHS), a department of the Commonwealth of Massachusetts, via the American Rescue Plan Act of 2021 (ARPA), Sec. 9901. ARPA is the federal government's economic stimulus bill to accelerate the nation's recovery from the economic and health effects of the COVID-19 emergency.

I. <u>Evaluation Categories</u>

1) Experience & Qualifications - Weight: 20%

- a) Relevance to Healthcare Projects: Has the firm completed similar renovations in active clinical environments? Experience with infection control, HIPAA-sensitive areas, and medical-grade infrastructure is critical. Experience with FQHC projects, especially in healthcare settings. Prior work in Lawrence, MA, is highly valued.
- b) **Public Sector Familiarity**: Understanding of working with state-funded projects, including compliance with ARPA and EOHHS requirements.
- c) **Team Credentials**: Depth and qualifications of the proposed project manager, site superintendent, and key trades. Bonus if they've worked together on similar projects.

2) Cost Proposal - Weight: 25%

- a) **Transparency & Detail**: Is the bid broken down clearly into labor, materials, overhead, and contingencies?
- b) **Alignment with Budget Goals**: Does the proposal keep PM costs at or below your 4% target? Are there any hidden or reimbursable expenses?
- c) **Value Engineering**: Does the firm offer cost-saving alternatives without compromising quality or compliance?

3) Technical Approach - Weight: 20%

- a) **Transparency & Detail**: Is the bid broken down clearly into labor, materials, overhead, and contingencies?
- b) Alignment with Budget Goals: Does the proposal keep PM costs at or below your 4% target? Are there any hidden or reimbursable expenses?
- c) Value Engineering: Does the firm offer cost-saving alternatives without compromising quality or compliance?

4) Past Performance - Weight: 15%

a) **Client References**: Feedback from similar clients, especially in healthcare or the public sector.

- b) **Track Record**: History of completing projects on time and within budget. Any history of change orders or disputes?
- Quality Assurance: Evidence of strong QA/QC processes and post-construction support.
- 5) Capacity & Resources Weight: 10%
 - a) **Current Workload**: Do they have the bandwidth to prioritize your project?
 - b) **Subcontractor Network**: Are they using reliable, local subs with healthcare experience?
 - c) **Technology Use**: Use of project management tools (e.g., Procore, Buildertrend) that support hybrid oversight.
- 6) Compliance & Legal Weight: 5%
 - a) **Insurance & Bonding**: Adequate coverage for liability, workers' comp, and performance bonding.
 - b) **Regulatory Knowledge**: Familiarity with Massachusetts building codes, ADA requirements, and ARPA procurement rules.
 - c) Safety Record: OSHA compliance and safety training protocols.
- 7) DEI & Community Engagement Weight: 3%
 - a) Local Hiring: Commitment to hiring from the Lawrence area or surrounding communities.
 - b) **Minority/Women-Owned Business Participation**: Alignment with state goals for inclusive contracting.
 - c) **Community Impact**: Willingness to engage with stakeholders, including GLFHC leadership and patients.
- 8) Sustainability & Innovation Weight: 2%
 - a) **Green Building Practices**: Use of energy-efficient systems, low-VOC materials, and waste reduction strategies.
 - b) **Innovation**: Creative solutions for space optimization, modular construction, or prefabrication.

TOTAL WEIGHTS: 100%

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II. Scoring Table (Example, please see Excel format included with RFP)

Category	Description	Weight	Score	Weighted
		(%)	(0-10)	Score
Experience &	Experience with FQHC projects,	20 %		
Qualifications	especially in healthcare settings.			
	Prior work in Lawrence, MA is			
	highly valued.			
Cost Proposal	Clarity, completeness, and	25 %		
	competitiveness of the cost			
	breakdown. Alignment with			
	budget and PM cost targets.			
Technical	Construction methodology,	20 %		
Approach	phasing for occupied renovation,			
	realistic scheduling, and risk			
	mitigation.			
Past	References, history of on-time/on-	15 %		
Performance	budget delivery, quality assurance,			
	and client satisfaction.			
Capacity &	Staffing availability, subcontractor	10 %		
Resources	reliability, and use of project			
	management tools.			
Compliance &	Insurance, bonding, regulatory	5 %		
Legal	knowledge, and safety record.			
Community	Local hiring, Minority- and/or	3 %		
Engagement	Women-owned Business			
	Enterprise (MWBE) participation,			
	and community benefit			
	contributions.	2.0/		
Sustainability &	Green building practices,	2 %		
Innovation	Leadership in Energy &			
	Environmental Design (LEED) and			
	WELL Certification experience, and			
	innovative construction solutions.			