



PHOENIX TALENT SCHOOL DISTRICT
SEISMIC UPGRADES PROJECT
CONSTRUCTION MANAGER|GENERAL CONTRACTOR
ADDENDUM 1

This addendum forms a part of the Contract Documents and modifies the original Documents dated **February 24, 2023**, as noted below. Acknowledge receipt of this addendum in the space provided on Attachment B – Certifications/Residency of the Request for Proposals. Failure to do so may subject the Proposer to disqualification.

ADD ATTACHMENT H TO CM|GC RFP

Add attached Attachment H – General Conditions - Cost of Work Matrix in its entirety.

REVISION TO ATTACHMENT E – DRAFT AIA A133-2019 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

*Disregard **duplicate** Exhibit G – Payment Bond and replace with attached **Exhibit G – Performance Bond** in its entirety.*

PRE-PROPOSAL MEETING SIGN IN SHEET

Please review the attached sign in sheet; if corrections are required please send them to kristi.nelson@hmkco.org

ATTACHMENTS:

CM|GC RFP ATTACHMENT H – General Conditions - Cost of Work Matrix

Draft AIA A133-2019 Exhibit G – Performance Bond

Pre-Proposal Meeting Sign in Sheet

END OF ADDENDUM 1



PHOENIX TALENT SCHOOL DISTRICT
SEISMIC UPGRADES PROJECT
CM/GC RFP

ATTACHMENT H - FEE / GENERAL CONDITIONS / COST OF THE WORK

	General Conditions	CM/GC Fee	Direct Cost of Work	Owner Cost
Senior Project Manager (for project specific time only)	YES			
Project Manager	YES			
Project Superintendent	YES			
Assistant Project Manager	YES			
Project Engineers	YES			
Field Engineers	YES			
On-Site Clerical Assistant	YES			
Scheduler (for project specific time only)	YES			
Safety Coordinator (for project specific time only)	YES			
Employee fringe benefits, vacation and sick leave	YES			
Travel, lodging, per diem, ect.	YES			
Jobsite Office and storage trailer rental	YES			
Job office furniture, equipment, and expendables	YES			
Job office security and cleaning	YES			
Vehicle costs for on site CM/GC vehicles	YES			
Postage and Shipping	YES			
Project photos	YES			
Computers, Copiers, Printers, Fax Machines	YES			
Document printing	YES			
Commissioning coordination	YES			
Cost estimating (Post GMP)	YES			
Value engineering (Post GMP)	YES			
Temporary toilets	YES			
Drinking water	YES			
Contractor signage	YES			
Safety equipment for CM/GC personnel	YES			
First aid supplies & Fire Extinguishers	YES			
Substance abuse testing/monitoring	YES			
CM/GC mobilization/demobilization	YES			
Jobsite security	YES			
GM/GC parking/shuttles	YES			
Phone & Internet installation & line charges	YES			
Telephones, cell phones, radios, pagers	YES			
Small tools for CM/GC usage	YES			
General Superintendents		YES		
Project Executive CM/GC principals(s) in charge		YES		
Payroll/Accounting/Data Processing		YES		
Bonuses		YES		
Corporate safety officer		YES		
Home office administration		YES		



PHOENIX TALENT SCHOOL DISTRICT
SEISMIC UPGRADES PROJECT
CM/GC RFP

ATTACHMENT H - FEE / GENERAL CONDITIONS / COST OF THE WORK

	General Conditions	CM/GC Fee	Direct Cost of Work	Owner Cost
Corporate IT support		YES		
Computer Software		YES		
Home office payroll costs, fringes, bonuses, etc.		YES		
Soils report				YES
Site survey				YES
Special inspections and testing				YES
Planning and building permits and fees				YES
Development fees				YES
Performance/payment bond			YES	
Subcontractor bonds			YES	
Builder's risk insurance			YES	
General liability insurance			YES	
BOLI fees			YES	
Construction surveying/building layout			YES	
Subcontracts			YES	
Wages for trade labor			YES	
Labor burden for trade labor			YES	
Materials and equipment for site logistics			YES	
Rental equipment used on site			YES	
Temporary fencing			YES	
Barricades			YES	
Temporary enclosures			YES	
Temporary stairs			YES	
Opening protection			YES	
Safety railings and fall protection			YES	
Weather protection			YES	
Temporary utilities hookup			YES	
Temporary utility bills			YES	
Periodic cleanup			YES	
Dump fees			YES	
Final cleanup			YES	
Flagging/traffic control			YES	
Dust control			YES	
Trade permits (if not included in subcontracts)			YES	



PERFORMANCE BOND

Bond No. _____

The undersigned, _____ as Principal and _____ as Surety, a corporation organized and existing under the laws of the state of _____, are held and bound unto PHOENIX TALENT SCHOOL DISTRICT and its heirs, executors, administrators, and assigns as Obligee, in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS Principal has entered into a Construction Contract ("Contract") dated _____, 2023, with Obligee for Seismic Upgrades Project ("Project"), which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall faithfully, punctually and completely perform and abide with the covenants, terms, conditions and provisions of said Contract and any extensions thereof in all respects and within the time prescribed therein, including, but not limited to, the terms of any warranty and guarantee required under the said Contract; shall pay all laborers, mechanics, subcontractors, material and equipment suppliers and all persons supplying to Principal or its subcontractors and suppliers at any tier labor, materials, supplies or equipment for the prosecution of the work or any part thereof; shall fully defend, indemnify and hold Obligee harmless from all cost and damage that Obligee may suffer by reason of Principal's failure to do so; and shall in all respects perform said Contract according to applicable law, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event that Principal shall be, and declared by Obligee to be in default under the Contract, the Surety, at the request of the Obligee, shall promptly remedy the default in a manner acceptable to the Owner.

In any event, this obligation shall remain in full force and effect for the applicable period of limitations or repose, whichever is longer.

Surety acknowledges that Obligee does not owe any duty to Surety to advise, notify or consult with Surety on any matters relating to the Principal or the Project, including, but not limited to, Principal's payments to Subcontractors or Contractor's use of Project funds.

No prepayment or delay in payment and no change, extension, assignment, addition or alteration of any provision of said Contract and no forbearance on the part of Obligee shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Obligee and judgment or award is entered in Obligee's favor, Surety shall pay all of Obligee's costs incurred in such arbitration, litigation, or other proceeding, including any attorney and expert witness fees.

In the event there is an arbitration clause in said Contract, Surety agrees to participate in and to be bound by any such arbitration to the same extent Principal is bound.



PHOENIX TALENT SCHOOL DISTRICT
SEISMIC UPGRADES PROJECT
EXHIBIT G - PERFORMANCE BOND
SECTION 00 6613

Nonpayment of the bond premium will not invalidate this bond, nor shall any Obligee be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

Executed this _____ day of _____, 2023.

PRINCIPAL

Title

Address

SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address



PHOENIX TALENT SCHOOL DISTRICT
TES & TMS SEISMIC UPGRADES PROJECT
CM|GC PRE-PROPOSAL CONFERENCE
SIGN IN
MARCH 2, 2023

Company: Outlier Construction Company Contact: Steven Thompson

Address: 841 O'Hare Parkway, Medford, OR 97504

Email: steven@outlierbuilt.com

Phone: 541.613.2135 Cell:

Company: Vitus Construction Contact: Corey Vitus

Address: PO Box 1097, Gold Hill, OR 97525

Email: corey@vitusconstruction.com

Phone: 541.821.7403 Cell: 541.821.7403

Company: Contact:

Address:

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