

“Exhibit B”

to the Agreement Between Owner and Architect for Design Services

Project Name: Griggs Hall Addition G and H

University Project Number: 03-541-10-1052

Project Location/Address: 506 Niagara Court – Duluth Campus

Project Contact for RFP Inquiries:

Please direct all inquiries via e-mail to:

Chip Foster
E-Mail: foste048@umn.edu
Phone: 612-626-6080

Please do not contact any other university employee or representative regarding this RFP.

PROPOSAL RESPONSE DUE DATE:

November 19, 2009 @ NOON.
Late proposals will not be considered.

Mail or deliver the required copies of your proposal to:

Purchasing Services
University of Minnesota
400 Donhowe Building
319-15th Ave, SE
Minneapolis, MN 55455

Proposal Requirements:

Total of six (6) copies (1 signed original, minimum; 5 copies, plus 1 CD with proposal in .pdf format) 8 ½ X 11, soft bound, portrait format.

Approximately 20 faces (maximum) for items 2 through 7, below (excluding front and back covers and blank dividers)

Site Visit/Informational Meeting:

A MANDATORY site pre-proposal walkthrough will be held on November 10, 2009 at 11:00 am. Please meet in the LOBBY of Lake Superior Hall located at 513 Niagara Court on the Duluth Campus.

Project Description:

Addition of Griggs Hall Freshman dormitory to handle 280 beds with support offices, study rooms, public spaces and building operations spaces.

Scope of Services Required:

Build upon the Pre-design document, a full service A/E contract that takes the project through design, construction, and project close out. Construction delivery method will be by Construction Manager at Risk method. The project team will need to deliver to the owner a facility that is compliant with all appropriate building codes and University of MN. standards of building and construction.

Article 1: INITIAL INFORMATION

Owner's Budget for the Cost of the Work:

Estimated construction costs including contingency is budgeted at \$11,201,000.

Owner's Anticipated Commencement of Construction and Substantial Completion Dates:

| | Date |
|--|---------------------|
| Owner's Anticipated Commencement of Construction Date: | June 1, 2010 |
| Owner's Anticipated Substantial Completion Date: | July 1, 2011 |

Owner-Employed Consultants:

Commissioning Agent
Special Inspector
Material Testing Agency

Selection Is Based Upon:

- 25% Experience/Staffing
- 20% Project Response
- 10% Schedule/Costing
- 30% Service and Deliverables
- 15% Total Fee, including Reimbursable Expenses

Consultant Selection Schedule:

- | | |
|---|------------------------------|
| • Release of RFP | November 4, 2009 |
| • MANDATORY Pre-proposal information meeting | November 10, 2009 @ 11:00 AM |
| • Deadline for questions to UM Purchasing | November 13, 2009 @ 8:00 AM |
| • RFP responses due to UM Purchasing | November 19, 2009 @ NOON |
| • Anticipated notification to short-listed candidates | November 30, 2009 |
| • Interviews (if needed) | December 7, 2009 |
| • Anticipated notice of award | December 9, 2009 |

Agreement Form:

The Agreement Form for this Project shall be AIA Document, B101-2007 Standard Form of Agreement Between Owner and Architect for Design Services as Modified by the University of Minnesota (the "Agreement") and the AIA Document A201-2007 General Conditions as modified by the University of Minnesota. The University-modified AIA Documents can be found at the following website: <http://www.cppm.umn.edu/proposals.html>.

Rights Reserved by the University

The University reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select for contract or for negotiations a proposal other than that with the lowest cost;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Consider and/or accept a late written modification (requested by the University) of a proposal if the proposal itself was submitted on time, and the modified proposal is more favorable to the University;
- Approve any subcontractor used by a Respondent;
- Negotiate any aspect of the proposal with any Respondent
- Negotiate with more than one Respondent at the same time;
- If negotiations fail to result in an agreement, terminate negotiations and select the next most responsive Respondent, prepare and release a new RFP, or take such other action as the University deems appropriate.

Design Services Proposal Form

This document (the "Proposal"), when signed by Architect and Owner, is incorporated into the Agreement between the Regents of the University of Minnesota and the Architect for professional design services (as noted under the certification section of this Proposal). The word Architect is used universally herein to identify the organization named in the Agreement.

The remainder of this form is to be completed by the firm submitting the Proposal.

If the Proposal exceeds the maximum number of pages allowed, the Respondent will be disqualified and deemed non-responsive.

QUALIFICATIONS:

Experience/Staffing:

(Maximum: 2 Pages)

1. List similar projects completed in the last five (5) years with the staff and project team proposed. Include a short description of each project:

2. List project team member firms and primary personnel and roles for this Project. Include a short biographic paragraph for each team member:

3. Indicate the availability of each primary team member for the duration of this project. What is the estimated percentage of time each primary team member will be working on this Project?

Explanation of Project Approach:

(Maximum: ½ Page)

1. Indicate your cost estimating plan and approach for delivering this project within budget:

2. Indicate your approach to schedule management for this project:

Project Response:

(Maximum: ½ Page)

1. Indicate what your team perceives are the primary challenges for delivering this project and how your team will address these challenges and mitigate the impact they may have if they arise:

2. Indicate the primary schedule and budget challenges for this project and how your team will address these challenges:

ARTICLE 3: SCOPE OF ARCHITECT'S BASIC SERVICES

Basic Services shall consist of services and deliverables as described in the Proposal Request issued by the University for this Project and as described below:

| |
|-------------------------------------|
| § 3.2 Schematic Design Phase |
| Description of Services: |
| |
| Deliverables: |
| |

| |
|---------------------------------------|
| § 3.3 Design Development Phase |
| Description of Services: |
| |
| Deliverables: |
| |

| |
|---|
| § 3.4 Construction Documents Phase |
| Description of Services: |
| |
| Deliverables: |
| |

| |
|---|
| § 3.5 Bidding or Negotiation Phase |
| Description of Services: |
| |
| Deliverables: |
| |

| |
|---|
| § 3.6 Construction Phase - Administration of the Construction Contract |
| Description of Services: |
| |
| Deliverables: |
| |

Per Section 3.6.2.1 of the Agreement, the Respondent will be required to submit weekly reports documenting risks on the Project, as outlined in the Weekly Risk Reporting System Guide attached to this document.

ARTICLE 4: ADDITIONAL SERVICES

Additional Services (if any) shall consist of services and deliverables as described in the Proposal Request issued by the University for this Project and as described below:

| § 4.1 & 4.2 Designated Additional Services |
|---|
| Description of Services: |
| Deliverables: |

| § 4.3 Optional Additional Services |
|---|
| Description of Services: |
| Deliverables: |

The Architect's Designated Representative is:
(List name, address, phone number, fax number, and e-mail address.)

The sub-consultants retained at the Architect's expense are:
(List disciplines and if known, identify them by name and address.)

ARTICLE 11: COMPENSATION

| § 11.1 Basic Compensation <i>(Select One Alternative)</i> | Fee |
|--|-----|
| <p><i>Alternative 1:</i> For Basic Services as described in Article 3 and Additional Services as described under § 4.1, the Architect shall receive compensation in the form of the lump sum amount listed at the right.</p> | |
| <p><i>Alternative 2:</i> For Basic Services as described in Article 3 and Additional Services as described under § 4.1, the Architect shall receive compensation in the form of the hourly not-to-exceed amount listed at the right. <i>(Include hourly rate schedule as an attachment to this Proposal)</i></p> | |

| § 11.3 Compensation for Additional Services <i>(Select One Alternative)</i> | Fee |
|--|-----|
| <p><i>Alternative 1:</i> For Additional Services (if any), as described in Article 4, compensation shall be computed in the form of a lump sum amount listed at the right, or</p> | |
| <p><i>Alternative 2:</i> For Additional Services (if any), as described in Article 4, compensation shall be computed in the form of an hourly, not to exceed amount listed at the right. <i>(Include hourly rate schedule as an attachment to this Proposal)</i></p> | |

| § 11.8 Reimbursable Expenses <i>(Select One Alternative)</i> | Expenses |
|---|----------------------------------|
| <p><i>Alternative 1:</i> The compensation amount for Reimbursable Expenses is established at the dollar amount listed at the right, pursuant to § 11.8.1.</p> | |
| <p><i>Alternative 2:</i> The not to exceed compensation amount for reimbursable expenses is included in the compensation amount established in § 11.1 of the Agreement. <i>(If no dollar amount is listed in Alternative 1 above, the language in Alternative 2 will automatically apply to the Agreement)</i></p> | <p>Included in § 11.1</p> |

| Total Project Compensation Under This Agreement | Total Price |
|---|-------------|
| <p>Total Compensation listed for § 11.1, plus § 11.3, plus § 11.8</p> | |

This section must be completed by Architect when submitting the Proposal.

ARCHITECT CERTIFICATION: ARCHITECT UNDERSTANDS THAT NO WORK SHOULD BEGIN UNTIL ALL REQUIRED SIGNATURES ON THE AGREEMENT HAVE BEEN OBTAINED. ANY WORK PERFORMED BY ARCHITECT PRIOR TO SUCH TIME SHALL BE CONSIDERED AS HAVING BEEN PERFORMED AT ARCHITECT'S OWN RISK AND AS A VOLUNTEER.

Authorized Signature: _____ Date: _____

Typed/Printed: _____
Name/Title Name of Firm/Company

This section must be completed by University Project Manager upon selection of the Proposal.

The Project Manager's signature below indicates that the Architect was selected by the University to execute an Agreement for the Project. The Architect and University acknowledge that this Proposal will be incorporated into the Agreement. If in the University's sole discretion the Architect and University have not executed the Agreement within a reasonable time after the University's signature below, then the University reserves the right to select another architect.

University's Project Manager Signature and Printed Name _____ Date _____

University Authorized Contract Representative Signature and Printed Name _____ Date _____

Weekly Risk Reporting System Guide

Overview

The Weekly Risk Reporting System (WRRS) is a tool for the University in analyzing the performance of each project based on risk. The WRRS is expected to take minimal effort (approximately 5 minutes per week). The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting system (that the Respondent may do).

The purpose of the WRRS is to allow the Respondent to manage and document all risks that occur throughout a project. Risk is defined as anything that impacts project cost or project schedule (impacts to both the Architect, and potential impacts to the contractor). This includes risks that are caused by the Architect (or entities contracted by the Architect), and risks that are caused by the University (scope changes, unforeseen conditions, etc). The University Project Manager may also require the Respondent to document risks that may impact customer or client satisfaction.

Submission

The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week once the Proceed Order is issued, until the project is 100% complete (and final payment is made). Please contact the University PM if you have not received an electronic version of the spreadsheet (once the Proceed Order has been issued). The report must be emailed to:

University PM: John Kessler
jkessler@d.umn.edu
Purchasing: Chip Foster
foste048@umn.edu

ASU: <umn-weekly@pbsrg.com>
CPPM PA: <kaaix001@umn.edu>

The completed report must be saved using the date and name of the project given by the client (Format: **YYMMDD_ProjectName_Project ID**; For example, 'Polk Project' for the week ending Friday, March 1, 2005, should be labeled '050301_PolkProject_01-123-45-6789'). This will facilitate the University in analyzing all projects on a weekly basis. Weekly Reports are to be emailed (by midnight C.S.T. of each Friday).

Online Guide and Tutorial

A short video tutorial is also available online (www.pbsrg.com), which provides information on the reporting system. Respondents are required to watch this video prior to completing/submitting the weekly reports.

The weekly report consists of scope changes or unforeseen events that are risks to the project in terms of cost, schedule, or client satisfaction including any issues that could potentially develop into a risk.

When a new issue is identified, it is added to the project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

Prior to submitting the report, the Respondent must contact the University Project Manager if there are any risks or potential risks identified. The University Project Manager is required to provide a satisfaction rating based on the identified risk and the Respondents plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The University Project Manager may modify their satisfaction ratings at any time throughout the project. When a risk is resolved, the actual date of resolution must be listed.

The Respondent is also required to submit a detailed project schedule (including the Proceed Order date, Substantial completion date, and Final completion date) in the weekly report. The schedule report must contain the Respondents original schedule along with the current estimated schedule.

Note: The Weekly Reports will be analyzed for accuracy and timely submittals by the University Project Manager. Upon completion of the project, the Respondent will be evaluated based on their performance on the project. This includes (but is not limited to): overall quality, on-time completion, no cost change orders, no complaints, and submission of accurate weekly reports. The final rating will be used to modify the Respondents Teams PPI scores by up to 50%. The modified rating will be used for competition on future projects.