

**Museum of Chinese in the Americas  
New Museum Project  
Request for Proposals  
Construction Management Services**

The Museum of Chinese in the Americas ("MoCA"), a New York City based cultural not-for-profit organization, seeks proposals ("Proposal") to provide construction management and general construction services ("Services") for its new facility at 215 Centre Street, New York City. Presently, MoCA occupies space at 70 Mulberry Street. MoCA has embarked upon the design and development of the new museum ("Project") and has leased approximately 14,000 square feet on the ground and lower level at 215 Centre Street. The space runs through the building to Lafayette Street and has significant exposure on both streets. The firm selected, herein after referred to as the CM ("CM") will be the CM and the general contractor of the Project, providing all labor, services and materials necessary to construct the Project ("Work"). The CM shall directly retain, contract with and be solely responsible for all trade contractors, vendors, suppliers and materials required to perform the Work.

This Request for Proposal ("RFP") provides an overview of the Project parameters, responsibilities of the CM, and information to be included in the CM's Proposal response. Two (2) copies of the sealed Proposal responses shall be delivered to the following address no later than 4 p.m. on Friday, November 17, 2006.

Mark Thompson  
Beckelman+Capalino  
850 Third Avenue, 19th floor  
New York, NY 10022

All envelopes must be marked "Sealed Bid" and enclosed within the sealed envelope. Responses via facsimile will not be accepted. Any additional questions should be sent by email only to [mark@beckcap.com](mailto:mark@beckcap.com).

All discussions and information regarding this assignment, including the contents of this RFP, are strictly confidential and must be handled by you and your firm in the same manner. MoCA considers information heard, obtained from observation or otherwise received at MoCA or meetings with MoCA representatives to be confidential.

## **DESCRIPTION OF THE PROJECT**

The new facility at 215 Centre Street will house the expanded and relocated Museum in approximately 14,000 square feet of space. It is expected that the new Museum will open to the public in late 2007; significant lead time (currently estimated at 4 months) is required to allow for installation of the exhibits. MoCA and Beckelman+Capalino ("B+C", the Project Manager) will provide all necessary direction with respect to this assignment.

The premises are being designed by Maya Lin. The program for the space includes ground floor galleries (including "permanent" and "temporary" exhibitions), a reception/orientation area, multi-purpose rooms (for workshops, classes, meetings and events), and retail space. The lower level will house offices, restrooms, an educational facility, additional work rooms (e.g., archival), and support functions (e.g., technology). Staffing is estimated to be approximately 18-20 people. Visitors will include school and other groups, and the space will also serve as a community facility (with the ability to hold receptions, meetings, and events). The goal is to create a "state-of-the-art" facility where efficient and effective ideas will be incorporated to create an exciting experience for visitors in accomplishing the Museum's mission. The space is in a loft/factory building and was most recently occupied by a machine repair facility. There are residential tenants on the upper floors.

## **COMPLETED ACTIVITIES & PRELIMINARY SCHEDULE**

MoCA has retained several key members of the Project Team and design is nearing completion. Demolition bids have been received and this action is expected to begin soon. The designated CM should be able to commence work immediately to assist the Project Team in all remaining aspects of preconstruction activity during the design phase through contract documentation, bidding, construction, construction administration and close out as detailed in this RFP.

MoCA's target opening date is Fall, 2007. As part of the RFP response, the CM must provide a preliminary construction schedule and include all preconstruction services. MoCA currently estimates that it will require 4 months prior to opening for installation and testing of the exhibits.

## **CURRENT PROJECT TEAM**

MoCA has assembled the Project Team members listed below. MoCA may retain other design and technical consultants as required:

Project Manager	Beckelman+Capalino LLC ("B+C")
Project Designer	Maya Lin Studio
Architect	Bill Bialosky Architects
MEP Engineer	Kam Chiu
Code Consultant/Expediter	Code, LLC
Technology/AV Consultant	To be determined

## **PERFORMANCE, STAFFING AND SCOPE OF CM SERVICES**

### **PERFORMANCE**

A. CM recognizes that MoCA seeks to establish a professional working relationship and that, if retained for the Project, CM will consistently furnish its professional skill, technical competency, and sound judgment, consistent with the best interests of MoCA. CM agrees to furnish the highest level of construction consultancy, management, administration and superintendence, and to furnish an adequate supply of skilled workers and first-quality materials and workmanship at all times; and to perform, or cause to be performed, the Services in an effective and sound way and in an expeditious and economical manner to complete the Work and Project.

B. In addition to providing the Services more specifically defined below and required CM must be a "team player" possessing leadership and communicative skills necessary to interface effectively with MoCA and the Project Team. CM shall establish a strong working rapport with the Landlord, Landlord's management team, and other tenants in 215 Centre Street that may be affected by the Project. Under the direction of MoCA and B+C, CM will be responsible for the overall coordination and integration of the entire pre-construction and construction Project phases, including a leadership role with the Project Team.

C. CM will be responsible for quality control aspects of the build-out, meeting the Project Schedule, cost control, hiring and management of all trade contractors, and completion of all Work.

D. The agreement ("Agreement") to be used for this assignment is AIA A-131CMc, with A-201 General Conditions attachment.

### **STAFFING**

A. CM shall provide a competent team consisting of an executive in-charge, account executive(s), project manager(s), estimator(s), necessary field supervision, superintendents, technical support staff and administrative staff as required to successfully deliver Services and complete the Work. The account executive shall serve as the primary contact MoCA and the Project Team. MoCA fully expects regular and frequent involvement by the account executive, including attendance at all scheduled project meetings, which are anticipated to be held on a weekly basis.

B. MoCA reserves the right to interview each team member of the CM team, approve the staff which will be assigned to the Project, and make any necessary personnel changes throughout the course of the Project if, at the sole discretion of MoCA, a particular individual is not performing to the expectations of MoCA. The Account Executive will serve as the primary contact to MoCA and the Project Team.

## **SCOPE OF SERVICES**

The required Scope of Services outlined below is not intended to limit the professional and fiscal responsibility of CM, but should be understood as a general outline of the expected CM's Services. In all circumstances CM is expected to act in a professional manner representing MoCA. In addition to the Services outlined below and in the Agreement, CM will provide all other necessary and customary services required to successfully complete the Project, without additional cost to MoCA.

A. Pre-Construction services: CM shall be responsible to provide the pre-construction services outlined below. In conjunction with the Project Team, CM shall lead the efforts of: budgeting; scheduling; value engineering; pre-purchase of equipment and materials; investigation of construction methods; and bidding and awarding of trade contractor Work. Responsibilities shall include, but not be limited to the following:

1. Survey Existing Site Conditions. CM is responsible for surveying the site and performing analysis necessary to identify existing conditions that may affect the physical construction aspects, mobilization of trades and workers, and movement of materials. This should include a report and photographic documentation of building elements, in anticipation of future litigation.

2. Consult with MoCA and Project Team. CM shall attend all meetings relating to the Project as directed by MoCA, and proactively participate in such meetings, including meetings, and arbitration proceedings (if necessary) with the Landlord or other tenants. CM shall consult with and advise MoCA and the Project Team with respect to all construction issues relating to the Project.

3. Review Drawings and Specifications. CM shall thoroughly review all architectural and engineering sketches; narratives; drawings and specifications issued; and make recommendations to MoCA and the Project Team with respect to constructability and value engineering opportunities.

4. Prepare Construction Cost Estimates and Budget for the Premises. Working with the architect, CM shall prepare several iterations of cost estimates and a comprehensive construction budget of the Work prior to issuing construction documents for bid. Such cost estimates and the Project Budget will be detailed on a detailed line item and unit cost basis. The cost estimating of the project will be accomplished on an iterative basis as the Project Team develops and refines plans and specifications through the design development and construction documentation phases. CM will continue to refine the cost estimates based on further information, as changes are made, or as required by MoCA. As a part of this process, CM shall also work with MoCA to develop cost segregation analyses to determine the depreciable property classifications for the anticipated construction costs.

5. Prepare Construction Schedule. CM shall develop for review and approval by MoCA a construction schedule that combines and integrates the work of other Project Team members with construction activity. Such schedule should be viewed as an iterative process as Project details are developed.

6. Prepare Logistics Plan. CM shall coordinate with the Project Team and the Landlord in developing all necessary site logistics sidewalk shed, including mobilization of labor and materials, vertical transportation, site safety and all other aspects of logistics planning. Further, CM shall abide by all rules and regulations of 215 Centre Street's management. Regulations applicable during construction will be provided to CM; please note that the building houses residential and live-work units, so there will be restrictions on hours and noise.

7. Assist in Obtaining Necessary Approvals. CM shall assist MoCA and the Project Team in obtaining necessary project approvals with all authorities having jurisdiction, and where necessary, obtain such approvals or cause the trade contractors to obtain such approvals directly.

8. Plan Safety Precautions. CM shall plan all safety, health and environmental protection measures, prior to and during the performance of all or any portion of the Work, in strict conformance with all laws, regulations, standards and authorities having jurisdiction.

9. Provide Labor Survey. CM shall make a projection of labor required for the Work and a forecast of the availability thereof as and when needed, including a survey and schedule of the dates of all labor contracts and agreements coming up for renewal during the construction of the Project. Such survey shall also include CM's recommendations regarding, and its plan for rendering assistance necessary for, the development and administration of an effective labor relations program for the Work and the avoidance of labor disputes during the performance of the Work.

10. Procure Long-lead Equipment and Materials. CM shall be responsible for identifying long lead equipment and materials, and developing a procurement plan for the purchase of such items so that the schedule can be maintained.

11. Maintain Communications. CM shall maintain written records of all communications with the Project Team and furnish copies of all correspondence between CM and Project Team members.

12. Conduct Site Evaluations and Planning Activities. In consultation with MoCA and the Project Team, CM shall observe and evaluate ongoing site conditions. CM shall assist MoCA with any communications that are required with the Landlord. As appropriate, written field observation reports will be presented to MoCA.

13. Provide Additional Pre-Construction Services. CM agrees to perform such other and additional services and attend such meetings during the Pre-Construction Phase as MoCA may request in order to assist in the preparation of all documentation required for construction, Project budgeting and scheduling, other documents and instruments relative to the Work and the Project, and required services to accomplish the Pre-Construction Phase within budget and time requirements specified by MoCA.

B. Construction Services: CM shall take a leadership role and be responsible for all construction activity throughout the build-out of the Project. Responsibilities shall include, but not be limited to, the following items listed below.

1. Conduct Bidding and Award of Trade Contracts. CM shall prepare comprehensive bid packages in order to competitively bid the Work. Specifically, CM shall:

a) Prepare bid packages which shall include general conditions for the Project, any special or supplementary conditions, schedules to complete the Work, trade contract and detailed unit cost schedules.

b) Receive not less than three (3) qualified bids for each trade category of Work, particularly for major trades (e.g., HVAC, electrical, millwork, etc.).

c) Open such bids in the presence of MoCA and B+C.

d) Prepare written analysis to level and qualify all bids and make recommendations of trade contractors for MoCA's approval.

e) Directly retain and enter into contracts with all trade contractors. MoCA will have the right to review CM's trade contractor agreement and require the CM to make reasonable changes. At a minimum, CM's trade contractor agreement shall be in complete conformance with the requirements of this RFP and the written CM Agreement.

2. Provide Project Control. CM shall be responsible for all construction-related activities and management of all trade contractors under contract with CM or other vendors that may be assigned by MoCA to CM. More specifically, CM shall:

a) Supervise the performance of trade contractors and subcontractors and coordinate such performance with the activities and responsibilities of MoCA and other Project Team members, to ensure completion of the Project in accordance with MoCA's objectives of cost, time and quality.

b) Integrate the various parts of the Project so that no part shall be left in an unfinished or incomplete condition owing to any disagreement between or among the various trade contractors as to where the work of one begins and ends for another.

c) Reject as required, and replace or correct all work that does not comply with the Contract Documents.

3. Perform General Conditions and Other Work Not Performed by Trade Contractors. The term "General Conditions Work" as used herein shall mean provisions of facilities or performance of work by CM for items that do not lend themselves readily to inclusion in one of the separate trade contracts. General Conditions Work may include, without limitation, the following: temporary electric current, heat and water; scaffolding; hoists and rigging; signs; safety barricades; cleaning; cranes; first aid station; trucking; special equipment; temporary protective enclosures; field office and CM's personnel and related costs thereof; refuse and construction debris removal/disposal; field and laboratory tests of construction materials; storage on-site of long lead equipment and materials; and miscellaneous minor construction work when it is not feasible for MoCA to secure competitive bids or proposals. CM shall provide all supervision, labor, materials, construction equipment and tools that are necessary for the completion of the Project which are not provided by CM's trade contractors or assigned by MoCA or included in the General Conditions Work.

4. Provide Cost Control. CM shall develop and maintain an effective system of cost control that shall be reviewed and approved by MoCA. CM shall:

a) Provide additional construction cost estimates that may be required by MoCA, incorporate approved changes as they occur, and develop and furnish to MoCA, in writing, cash flow reports and forecasts as requested by MoCA.

b) Identify variances between actual bid award and Project Budget costs and advise MoCA, in writing, of any anticipated changes in costs.

c) Assist MoCA with cost segregation of the depreciable property classifications for the actual construction costs.

5. Manage Change Orders. CM shall develop, for MoCA's review and approval, a means to identify and control any additional costs that may be incurred during the course of the Project.

6. Disburse Payments to Trade Contractors. CM shall develop, for MoCA's review and approval, and implement a procedure for the inspection, processing, and payment of applications by trade contractors for progress and final payments, including obtaining waivers of lien so as to assure a lien-free Project. CM shall not unduly delay progress or final payments to trade contractors without notification and explanation to MoCA. If any claim or lien is filed, due in whole or in part to CM's fault or neglect, CM shall be responsible to discharge such claim or lien in a timely fashion at CM's sole cost and expense.

7. Assist with Obtaining Permits and Approvals. CM shall work in conjunction with the Project expediter to obtain all building permits and will insure that its trade contractors obtain all permits, inspections and sign-offs that are required directly of the trade contractors.

8. Coordinate Work with Landlord. CM shall coordinate its work in harmony and in conjunction with the Landlord (and any contractors retained by Landlord).

9. Assist MoCA in Hiring Construction-Related Consultants. If required, CM shall assist MoCA in selecting and retaining professional services of a surveyor, testing laboratories and special consultants, and coordinate such services as may be required.

10. Maintain Quality Control. CM shall insure that all Work (including all labor and materials) is free of defects and deficiencies and complies in all respects with the Contract Documents, and with applicable federal, state and local laws and regulations (without assuming the "compliance with laws" responsibilities of other Project Team consultants), and cooperate with the Project Team to facilitate adequate inspections.

11. Maintain Site Conditions. CM shall be responsible for maintaining good order and cleanliness of the site at all times, including adherence to all applicable federal, state and local laws and the requirements of OSHA and other safety and health governing authorities.

12. Submit Shop Drawings. CM shall provide, implement, monitor and supervise a detailed shop drawing submittal approval process. CM shall provide detailed schedule containing all critical dates of delivery of shop drawings by the Trade Contractors and dates for response by the Project Team. Prior to submitting shop drawings to the Project Team, CM shall review the documents for general conformance, identify potential problems or critical issues for the Project Team to address, clearly notify any substitutions, and stamp and sign documents as reviewed.

13. Coordinate Document Interpretation. CM shall refer all questions for interpretation of the Contract Documents (including all drawings, specifications, sketches, clarifications, etc.) to the appropriate Project Team members and cooperate with the Project Team in obtaining acceptance of the interpretations. Questions relating to the division of responsibilities among Trade Contractors relating to the Contract Documents and Work shall be decided and implemented by CM. MoCA will assume no financial or schedule liability if the required Work is not specifically represented or inferred within one particular portion of the Contract Documents, but is shown or inferred elsewhere, and CM's trade contractor makes a claim.

14. Prepare Reports. CM shall be responsible to record the progress of the Work and Project as it relates to all construction activities. Reports shall include comprehensive weekly Project status, monthly cost reports (including change orders), weekly manpower reports, ongoing Project photographs, and all other such reports required by MoCA. All reports shall be computer generated, in a format approved by MoCA, and capable of electronic mailing to the Project Team.

15. Maintain Project Records. CM shall maintain at Project site, on a current basis, all project records relating to Project.

16. Coordinate Start-up Activities. CM shall provide coordination of start-up and testing activities to insure that all MoCA equipment and systems perform as specified and required. In addition, CM shall coordinate with, observe and report on all startup activities of Building systems by the Landlord that serve MoCA's Premises.

17. Assist in Obtaining Partial Occupancy. MoCA may request partial occupancy of various portions of the Project site (e.g., galleries for exhibitions) prior to completion of the entire Project. CM will cooperate and endeavor to meet MoCA's requests insofar as possible and complete all Work as necessary for MoCA to obtain a Temporary Certificate of Occupancy

18. Achieve Substantial Completion. CM shall recommend to MoCA those portions of the Work to be considered for substantial completion and prepare in writing for Project Team a list of defective, incomplete or unsatisfactory Work items and a schedule for their completion.

19. Achieve Final Completion. CM shall recommend Final Completion of the Work and provide written notice to MoCA and Project Team that the Work is ready for final inspection, collect all necessary project documentation including "as-built" drawings, guarantees, warranties, releases, bonds, waivers, keys, manuals and operational and maintenance procedures.

20. Implement Safety Measures and Security. CM shall be responsible to maintain site safety procedures, properly notify MoCA of any incidents and provide adequate security of the site at all times.

21. Conduct Inspections. CM shall arrange for and obtain all necessary inspections and sign-offs from the trade contractors and vendors for submission to appropriate governmental authorities.

22. Coordinate Installation of MoCA-Furnished Technology, Furniture and Equipment. CM shall coordinate and assist in the installation of the client-furnished furniture, fixtures, equipment, and technology systems at the appropriate intervals to successfully complete the Project. MoCA shall provide timely information about such furniture, fixtures, equipment, and technology systems in order not to impede Project Schedule.

23. Provide Additional Construction Services. CM agrees to perform such other and additional services and attend such meetings during the Construction Phase as MoCA may request in order to accomplish the Work within budgetary and time requirements.

## **PROPOSAL CONTENTS**

As part of MoCA's assessment process, the following information is to be included, as a minimum, in CM's response to this RFP. If there is additional content that should be considered, attach such documentation as an exhibit to the primary response.

A: Company Overview: provide a thorough overview of firm, including:

1. Description of company ownership type.
2. Age of company.
3. Organizational structure and key personnel, including changes in structure in last five years. Include information such as size of professional staff, qualifications of supervisory staff and labor force.
4. List of subsidiaries/affiliates (if any).
5. Describe firm's professional background and qualifications, including affiliations, associations and/or professional organizations.
6. Annual Dollar Volume constructed each year for most recent relevant work.

B. Management Approach: Specific to the scope of this Project, provide a description of firm's management approach as it pertains to:

1. CM's proposed team structure for this Project.
2. Communication methods to be implemented for this Project.
3. Procedures to adhere to project budget and schedule parameters.
4. Methods for budgeting, bidding and controlling construction costs (including ability to produce cost segregation analyses of the depreciable property classifications for the anticipated construction costs).

C. Scope of Services: CM shall acknowledge its capability to perform the Scope of Services defined in this RFP and required to successfully complete the Project. If CM takes any exceptions to the Scope of Service requirements, such exceptions must be clearly itemized in its response to this RFP. Conversely, if there are additional services CM believes are required or add value to the construction management process, specify such items in the response.

D. Project Team: Provide a specific team organization chart outlining the individuals proposed for this Project, their specific roles and responsibilities, projected time commitment to the Project, and resumes (include as exhibits).

E. Financial Information: MoCA reserves right to review Proposer's audited financial statements at Proposer's offices so that MoCA can determine CM's financial capability. These may include Annual Reports, Consolidated Balance Sheet, Income Statement, Cash Flow Statement.

F. Legal and Investigatory Statement: Please respond to the following questions:

1. Has the firm had a contract terminated within the last five (5) years? If yes, provide details.

2. Is the firm aware of a criminal investigation that relates to the firm within the last five (5) years? If yes, how did firm management become aware of the investigation? Provide details.

3. Within the past five (5) years, has the firm or any of its officers, directors or employees received a subpoena related to an investigation? If yes, was the subpoena for documents or testimony? To whom was the subpoena directed? Who issued the subpoena (State or Federal)? Was it a grand jury subpoena? What was the response?

4. Within the past five (5) years, has the firm or any of its officers, directors or employees been contacted or questioned by a prosecutor or an investigator or other law enforcement official about a criminal investigation? If yes, provide details.

5. Is - or has - the firm or any of its officers, directors or employees been identified as a subject or a target of an investigation within the last five (5) years? If yes, who was so identified? What is the nature of the investigation? Who is conducting the investigation (State or Federal)? Does the company or any of its officers, directors or employees expect to be charged with a crime? If no, to the previous question, why not?

6. Has the company or any of its officers, directors or employees retained legal counsel to handle any investigation within the last five (5) years?

H. References: Current and past performance with other clients will be one of the primary considerations in assessing qualifications and capability. Provide at least five (5) references, appropriate in size and scope considering the Project, including: name, principal contact, address, telephone number, project description, budget, and overall schedule.

I. Insurance Capabilities: State firm's basic insurance coverages, including carriers, rating, type, limits of coverage, and bonding capabilities.

J. Quality Assurance: Provide a brief description of company's quality assurance, performance benchmarking and customer service evaluation systems. Include relevant samples of surveys and internal assessments that help establish, track and maintain quality standards.

K. Other Commissions: Describe current and anticipated construction management and general contracting assignments over the course of this Project. For each assignment, include a brief project description and client's name. Describe how firm will remain committed to Project while other work is procured.

L. Material Exceptions to Draft Agreement: Include a written response to any material exceptions firm may have regarding the draft Agreement. MoCA requires execution of the Agreement within an aggressive time frame; response to this will be a significant factor in determining the appropriate firm for the Project.

M. Trade Contractor Agreement: Provide a copy of firm's standard trade contractor agreement.

## **COMPENSATION PROPOSAL**

CM Compensation Proposal is submitted and will be held binding for thirty (30) days following the due date of the Proposal. CM further declares that careful examination of this RFP has occurred, and hereby offers to provide all required construction management services and construction to successfully complete the Project stated in this RFP, all attached documents, and to the highest industry standard whether or not specifically addressed in these documents.

There will be three (3) components to the CM's total compensation, as outlined below. Given the magnitude and scope of this Project, MoCA is only interested in establishing lump sum or maximum amount fees for Construction Services and will compensate CM for actual General Conditions costs but not to exceed a total maximum amount, which amount is to be determined (at this point and for purposes of this RFP, CM shall provide a schedule of General Conditions costs, as more specifically defined below). CM's completed Cost Proposal must be included with the Response.

**CM's Fee:** CM shall propose its Construction Fee on a fixed, lump sum amount basis and a percentage of the cost of the work. The Fee component of CM's compensation shall include CM's overhead, profit and all costs associated with its office, operations and executives.

**Cost of CM's General Conditions Work:** CM shall provide a detailed schedule of its General Conditions costs (exclusive of the cost of all work performed by CM's trade contractors) based on the scope and proposed duration of the Project, as outlined in this RFP. The schedule should list the anticipated General Conditions items, including but not limited to, all costs and expenses associated with CM's field personnel, field office, home office personnel supporting the Project effort, field labor force, work-related services and reimbursable expenses incurred by CM to staff and manage the Project. CM must note any exceptions to the list of General Conditions items and conversely, any items the CM will include in its General Conditions.

**Project Insurance Cost:** CM shall provide its proposed cost of Project Insurance based on a percentage markup of the total trade costs of construction, the Construction Fee and the General Conditions Costs.

## **ADDITIONAL PROVISIONS**

A. Confidentiality: CM hereby acknowledges that any and all information, drawings, documents, technical or financial information or electronic data, including any information regarding the processes, technology, products or business plans of MoCA, are MoCA's proprietary confidential information, and shall be held in strict confidence and shall not be disclosed to any third party without the prior written consent of MoCA.

B. Inquiries and Changes to RFP: Any inquiries should be directed to Mark Thompson ([mark@beckcap.com](mailto:mark@beckcap.com)) at B+C via electronic mail only. To insure fairness and equal information to all firms that received this RFP, any material changes to the information contained in this RFP will be issued by B+C in writing and shared with all participants, as deemed appropriate.

C. Agreement/Contract Award and Assignment: This RFP, the Proposal response, and subsequent documents, gives rise to no contractual obligations or offers, implied or otherwise. MoCA reserves the right to reject any and all offers, to proceed without reliance upon these documents, and ultimately to execute the attached Agreement with a CM that best satisfies the interests of MoCA. For the selected firm, this RFP and its attachments, the Proposal, and subsequent documents may become part of the Agreement between MoCA and the selected firm. MoCA reserves the right to assign any future Agreement with the successful CM, in whole or in part, to another MoCA-related entity or representative, as MoCA deems appropriate.

D. Cost of Proposal Response: The CM is responsible for all expenses incurred in the production of its Proposal. CM's Proposal and all accompanying documents will become the exclusive property of MoCA and will not be returned.

## **ATTACHMENT**

Attached please find the current, tentative floor plans. Please be advised that some aspects of the design may change.