

ARLINGTON PUBLIC SCHOOLS



Request for Proposal for Construction Management “at Risk” Services from Pre-Qualified Construction Managers

Request for Proposal Issue Date: May 29, 2019

Proposal Due Date and Time: Prior to 2:00 PM on June 26, 2019, Local Prevailing Time

Request for Proposal Title: Construction Management at Risk Services

Project Name: Arlington Career Center Renovation and Expansion (“Project”)

Request for Proposal Number: 80FY19

Project Location: 816 S. Walter Reed Drive Arlington, VA 22204

Owner Name: Arlington Public Schools

Owner Contact Information: Dyanna McMullen
Senior Procurement Specialist
Procurement Office, 4th Floor
2110 Washington Blvd.
Arlington, VA 22204

This is Arlington County School Board, operating as Arlington Public Schools (APS or Owner) Request for Proposals (RFP) #80FY19, issued on May 29, 2019, for Construction Management at Risk Services to Arlington Career Center Renovation and Expansion, located at 816 S. Walter Reed Drive Arlington, VA 22204 (“Project”). Services will be provided in two separate Phases involving two separate contracts. The Phase 1 Pre-Construction Services Contract will include assistance in developing the design for the Project and providing procurement services which are required prior to award of the Phase 2 Construction Services Contract. The Phase 2 Construction Services Contract will be for the Construction Phase of the Project. If a Contract is awarded based on this Request for Proposals (“RFP”), it will be for the Phase 1 Pre-Construction Services Contract. The procedure for determining whether the Phase 2 Construction Phase Services Contract also is awarded to the same Offeror after development of the Project design is set forth in Section Proposal Evaluation Process and Method of Contract Award, Requirements D which follow. Sealed Proposals must be received in hand by the APS Procurement Office (“Procurement Office”) prior to the date and time stated above (collectively “Proposal Due Date”) and will only be accepted from those Construction Managers (“Offerors”) who have been pre-qualified under Request for Qualifications (RFQ) 59FY19. Offerors are responsible for ensuring that the Procurement Office receives its Proposal submission prior to the Proposal Due Date. The Procurement Office is located on the Fourth Floor of the Syphax Education Center, 2110 Washington Boulevard, Arlington, VA 22204 (“Syphax”). Offerors may be asked to sign in at the 4th Floor Reception Desk before being allowed to proceed to the Procurement Office. Offerors must allow sufficient time to clear the sign in

process to complete the Proposal submission process prior to Proposal Due Date. Visitor parking is available on Levels B1 and B2 of the parking garage.

Delivery to, or receipt by, any office other than the Procurement Office shall not be deemed receipt by the Procurement Office until actually received in the Procurement Office. The Offeror assumes all risk of delivery to the correct office. The 4th Floor reception desk serves more than one APS department and receipt by the 4th Floor reception shall not be deemed receipt by the Procurement Office.

The time a Proposal is received shall be determined by the time stamped on the Proposal receipt by the time clock located in the Procurement Technician's work station. In the event this time clock is not functioning; the time shall be determined by time displayed by the atomic clock located in the Procurement Technician's work station. The time on the atomic clock will be written on the Proposal receipt by hand by Procurement Office personnel. **Proposals received after the Proposal Due Date shall not be considered.** If Syphax is closed for any reason at the scheduled Proposal Due Date, the Proposal Due Date shall automatically be the same time as originally stated on the next business day Syphax is open.

PRE-PROPOSAL CONFERENCE:

A non-mandatory pre-Proposal conference (Conference) will be held for this procurement on June 6, 2019, at TBD A.M./P.M. (Local Prevailing Time). The Conference will take place at the Arlington Public Schools Career Center, located at 816 S. Walter Reed Drive, Arlington, Virginia 22204 (Local Prevailing Time) to discuss the Project and answer general questions. Attendance at the Conference is not mandatory, but highly recommended. Minutes of the Conference, including but not limited to questions and answers, will be prepared and answered in writing by the Procurement Office.

Questions:

All questions other than those posed at the Conference, shall be submitted in writing by email to Dyanna McMullen, Senior Procurement Specialist, dyanna.mcmullen@apsva.us with a copy to Steve Stricker, APS Project Manager, via email: steven.stricker@apsva.us. To be assured consideration, **questions must be received prior to 3:00 PM (Local Prevailing Time) on June 10, 2019.** The Procurement Office will issue written responses to questions received as an Information Item, in the same manner as an Addenda, as set forth below.

Addenda:

Changes to this RFP will be made only by written Addenda issued by the Procurement Office and designated as "Addendum No. ____." No other form of communication shall modify this RFP.

Addenda will be posted at <https://www.apsva.us/Procurement-office/current-solicitations> ("APS website"), on a public bulletin board in Syphax, and on the Commonwealth of Virginia's on-line e-procurement system, at www.eva.virginia.gov ("eVA").

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by marking here or the Offeror can include a copy of all Addenda with its Proposal:

Addendum #. ____ Date: _____ Addendum #. ____ Date: _____
Addendum #. ____ Date: _____

Information Items:

Questions received in response to this RFP will be answered by written Information Items issued by the Procurement Office. This RFP shall not be modified by an Information Item.

Information Items will be posted on the APS website, a public bulletin board in Syphax and on eVA

Proposal Submission Address:

Proposals are to be submitted by mail, hand delivered or express carrier to:

Arlington Public Schools,
Syphax Education Center
Procurement Office, 4th Floor,
Attn: Dyanna McMullen, VCO
2110 Washington Blvd.
Arlington, VA 22204

All Proposals must be submitted in a sealed package with the following clearly labeled on the outside of the package:

- **Request for Proposal Number;**
- **Request for Proposal Title;**
- **Proposal Due Date and Time; and**
- **Virginia Class A Contractor’s License Number and its expiration date.**

It is preferred that the mailing label as found at page 22, be used.

Two (2) original hard copies, so marked, with all signatures in blue ink and two (2) copies of the entire original submission on separate Compact Disks or Thumb Drives, so marked, for a total of four (4) copies of the Proposals document are required. Offerors are responsible for ensuring each copy of the Compact Disk or Thumb Drive is marked with the name of the Offeror. **All Proposals must be submitted in a sealed package, with the RFP Number, RFP Title, Proposal Due Date and Time, Virginia Class A Contractor’s License Number, and its expiration date, on the outside of the package.** APS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, APS shall notify the Offeror of the deficiency and request that the appropriate number of copies are delivered by no later than the end of the second (2nd) business day following receipt of the request for additional copies. Failure to comply with this or other requirements of this RFP shall be grounds for APS to reject such Proposals. Email or facsimile submissions of Proposals are not acceptable and any such Proposals **shall not** be considered. Nothing herein is intended to exclude any pre-qualified Offeror or in any way restrain or restrict competition. All pre-qualified Offerors are encouraged to submit Proposals.

PRE-QUALIFIED OFFERORS:

APS has determined pursuant to RFQ #59FY19 that only the following Offerors are pre-qualified to submit Proposals in response to this RFP:

Hess Construction + Engineering Services, Inc.
804 West Diamond Avenue, Suite 200
Gaithersburg, MD 20878
Andrew D. Hess, Principal & CEO
Office: (301) 670-9000

Turner Construction Company.
11413 Isaac Newton Square South
Reston, VA 20190
Kevin Sharkey, Vice President and General Manager
Office: (703) 841-5200

Whiting-Turner Contracting Company
13454 Sunrise Valley Drive, Suite 110
Herndon, VA20171
Randy Reisner, Vice President
Office: (703) 817-0300

Gilbane Building Company
1100 Glebe Road, Suite 1000
Arlington, VA 22201
Emre Ozcan, Vice President
Office: (703) 312-7262

TRADE SECRETS OR PROPRIETARY INFORMATION:

Offerors shall confirm whether their Proposal contains any information the Offeror deems proprietary or a trade secret. Information considered to be proprietary or a Trade Secret is to be included in the Proposal at Tab 7, and shall include all information required by Va. Code Ann § 2.2-4342 in support of such designation. See Section V Proposal Submission Requirements, D.

Please mark one:

() Yes, My Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab 7

() No, My Proposal does not contain information deemed to be proprietary or a trade secret.

ACCEPTANCE OF SCOPE OF SERVICES:

By submitting a Proposal, Offeror confirms that it can deliver all of the work contained in the Scope of Services

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER:

The Offeror agrees, if this Proposal is accepted by APS, for such services and/or items, that the Offeror has met the requirements of the Virginia Code Section 2.2-4311.2.

Please complete the following by checking the appropriate line that applies and providing the requested information. *The SCC number is NOT your federal tax Identification number:*

1. Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Offeror's identification number issued by the SCC is _____.
2. Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's identification number issued to it by the SCC is _____.
3. Offeror does not have an identification number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain in further detail why such Offeror is not required to be authorized to transact business in Virginia.

VIRGINIA CONTRACTOR'S LICENSE:

To be eligible to perform the Phase 2 Construction Services Contract, the Offeror must hold a Class A Virginia Contractor's License. Therefore, the Offeror must hold a Virginia Class A Contractor's License in effect at the time its Proposal is submitted. For the Phase 2 Construction Services Contract, the Offeror also must hold the classifications or specialty designations required by the Virginia Department of Professional and Occupational Regulation Board for Contractors Regulations to perform any portion of the Work the Offeror intends to self-perform. Any Subcontractor performing any portion of the Phase 2 Construction Services Work must hold the classifications or specialty designations required by the Virginia Department of Professional and Occupational Regulation Board for Contractors Regulations to perform such work. Identification of Subcontractors and submission of licensing, classification and specialty designation information will be addressed as part of the Phase 2 Construction Services Contract negotiations as set forth in Section VI. Proposal Evaluation Process and Method of Contract Award Requirements C of the Instructions which follow.

____ Offeror holds a Class A Virginia Contractor's License, License Number _____, issued _____ and with an expiration date of _____.

Registered as a Contractor under Title 54.1, Chapter 11 of the Code of Virginia:

Licensed Class _____ Virginia Contractor No. _____ Valid until _____

_____ (Date).

Classifications and Specialty Designations _____

NOTE: If the Offeror is a joint venture, the Class A Virginia Contractor's License must be held in the name of the joint venture, regardless of whether any member or multiple members of the joint venture separately hold a Class A Virginia Contractor's License.

DEBARMENT:

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information

1. Is your organization or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing federal, state or local government work for any reason?
Yes ___ No ___

2. Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing federal, state or local government work for any reason?
Yes ___ No ___

TYPE OF BUSINESS:

Please check the following information relevant to the Offeror:

- | | |
|-------------------------------------------------|----------------------------------|
| Minority Owned Business: | YES _____ NO _____ |
| Small Business: | YES _____ NO _____ |
| Woman Owned Business: | YES _____ NO _____ |
| Service Disabled Veteran Owned Business: | YES _____ NO _____ |
| Employment Service Organization: | YES _____ NO _____ |
| None of the Above: | YES _____ NO _____ |

ETHICS IN PUBLIC CONTRACTING/CERTIFICATION OF NON-COLLUSION:

The Contract(s) awarded as a result of this RFP, if any, will incorporate by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The undersigned certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other person(as defined in Code of Virginia Section 59.1-68.6 et seq.) and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

In compliance with this RFP and all the conditions imposed therein, the Offeror identified below offers and agrees to furnish the goods/services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this Offeror or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to APS, and that there are no principals, officers, agents, employees, or representatives of this Offeror that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with APS.

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____

Remittance Address (If Different): _____

Phone: (____) _____

Fax: (____) _____

Email Address: _____

Contact Person: _____

Tax Identification (FIN/SSN#): _____

Typed/Printed Name: _____

Signature: _____

Date: _____

(Person signing must be authorized to bind the Offeror in contractual matters)

A W-9 Form should be attached showing correct Full Legal name for award of contract.

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INTRODUCTION AND GENERAL INFORMATION (PAGES 1 THROUGH 5)

- I. DEFINITION OF TERMS IN REQUEST FOR PROPOSAL
- II. PURPOSE
- III. BACKGROUND
- IV. INSTRUCTIONS TO OFFERORS
- V. PROPOSAL SUBMISSION REQUIREMENTS
- VI. PROPOSAL EVALUATION PROCESS AND METHOD OF CONTRACT AWARD

ATTACHMENT A: The following forms are to be submitted by each Offeror as indicated in the RFP documents herein:

- 1. Conflict of Interest Statement
- 2. Form of Proposal for Pre-Qualified Construction Manager at Risk Services
- 3. Construction Phase Team Work Plan
- 4. General Conditions Non-Personnel Breakdown Form

ATTACHMENT B: The following forms are to be submitted and/or signed by the successful CMR:

- 1. Construction Management at Risk Certification Regarding Criminal Convictions Form
- 2. Standard Labor and Material Payment Bond Form
- 3. Standard Performance Bond Form

ATTACHMENT C: Construction Manager at Risk Standard Scope of Services

I. DEFINITION OF TERMS IN REQUEST FOR PROPOSAL

The definition of terms provided in **Section 00 7000 Standard General Conditions for Construction Manager at Risk** shall apply for terms included in this Request for Proposal (RFP), including, but not limited to:

- Construction Manager at Risk (CMR)
- Construction Manager at Risk (CMR) Contingency
- Construction Manager at Risk's (CMR) Fee
- Cost of the Construction Work
- Guaranteed Maximum Price (GMP)
- General Conditions Fee
- Insurance and Taxes Fee

II. PURPOSE

APS seeks to retain the services of a CMR for the Project. This RFP sets forth the minimum performance criteria. By choosing the CMR construction delivery method, it is intended that the CMR and the Architect shall work in the spirit of teamwork to assure the Project goals and timeframes are met to support APS's program. The CMR will be responsible for providing CMR services as required for the Design Phase, Procurement Phase, and if the parties are able to agree on Contract terms and Guaranteed Maximum Price ("GMP") for the Construction Phase for the Project, as the CMR for the Construction Phase. The Design Phase and Procurement Phase services, referred to hereinafter as the Pre-Construction Phase Services, will include, but are not limited to, scheduling, cost estimating, constructability analysis, construction phasing, facilitating the value management process, reviewing documents, and assembling a team of qualified Subcontractor partners to work directly for the CMR. All Subcontractors proposed by the CMR for the Construction Services shall hold a Class A Virginia Contractor's License and the classification or specialty designation required by the Virginia Department of Professional and Occupational Regulation Board for Contractors Regulations for such Work. Construction Phase Services will include construction administration and full responsibility for the successful completion of all construction within the GMP on an at risk basis. The scope of services for the Construction Phase is set forth in Attachment C: Construction Manager at Risk Standard Scope of Services.

Prior construction management experience is not required as a prerequisite for award of a contract, but APS is interested in demonstrated experience in construction management at similar facilities. Ability to coordinate construction activities around a fully functional occupied building in a safe and efficient manner is of critical importance in this Project. Examples of similar previous work including cost control and scheduling management are important. The submitting pre-qualified Offerors should have demonstrated experience with utilizing BIM files to improve construction processes, reduce Project delays, reduce Project costs, reduce change orders and rework and improve overall project coordination.

The successful Offeror will also play a key role in working with the A/E to identify cost effective building systems that may benefit the Project from both the first cost and operational cost perspective.

III. BACKGROUND

APS requires a Contractor on a Construction Management at-Risk (CMR) basis for the renovation and expansion of the Arlington Career Center ("Project").

- A. Project Title:** Arlington Career Center Renovation and Expansion
- B. Location:** 816 S. Walter Reed Drive, Arlington, VA 22204
- C. Description:** The Project involves renovating and expanding the Arlington Career Center.

The School Board adopted FY 2019-28 Capital Improvement Plan (CIP) includes two capital projects at the Career Center site:

- Arlington Tech Expansion for 250 high school seats to be completed by start of school September 2021 for a maximum total project cost of \$18,750,000, bringing the total capacity of Arlington Tech to 600 seats. Over the past several years APS has been making incremental changes to the building to address the increase in Arlington Tech enrolment. As of September 2019, it is projected that approximately \$13,000,000 in funding will remain.
- Career Center Expansion to be completed in two packages for a maximum total project cost of \$184,700,000:
 - **Package 1** - athletic field and parking garage by start of school 2023 and;
 - **Package 2** - 800-seat addition with performing arts facility by start of school September 2025.

The FY 2019-28 CIP is located on the web at: <https://www.apsva.us/wp-content/uploads/2019/01/06-APS-CIPBrochure.pdf>.

APS seeks a CMR partner to execute both capital projects. The specific scope and timing of construction is not fully known and is expected to be developed as part of the concept design/master plan phase which will begin in September 2019 and conclude by March 2020. The CMR will be involved as an integral member of the team developing the scope and scheduling of the Project during this phase of the process. Construction under the Phase 2 Construction Services Contract is likely to occur in multiple phases, beginning as early as summer 2020 and involve a combination of renovation and new construction. Early release construction work packages and/or multiple GMP's may be required to successfully complete the Project. The Arlington Career Center and attached Arlington County Columbia Pike Branch Library will remain occupied throughout construction.

Final Project details for the instructional focus, capacity, maximum Project cost, and schedule are expected to be included in the FY 2021-2029 CIP, which will be approved by the School Board in June 2020.

Additional information is available at the Project website: <https://www.apsva.us/arlington-career-center/>.

The following list of performance criteria shall be considered Project requirements, though the list is by no means to be considered exhaustive. Since the Project includes an existing structure certain performance compromises may be necessary and shall be investigated and resolved during the Pre-Construction Services Phase. The design shall:

- Integrate learning, design, sustainable design, and environmental stewardship so that it supports and enhances student learning and student success
- Pursue measurable high performance criteria
 - Minimize the Energy Use Intensity (EUI) with a maximum EUI of 21 for new construction
 - Maximum effective insulation R-values in the roof and walls; minimum R-values for new construction include: 30-roof, 25-wall, 10-under-slab
 - Thermally broken windows with insulated glass
 - Glazing percentage for new construction: 35-40%
 - Airtightness target: 0.15 cfm/sf
 - Energy efficient HVAC system with consideration of ground source heat pump with dedicated outdoor air system
 - Lighting System: all LED
- Provide building systems that are durable, straightforward to operate/control, and are easily maintained

- Consider Indoor Air Quality, Thermal/Acoustic/Visual Comfort, and Universal Design standards beyond the minimums required by building code

D. Goals & Objectives: The provisions of this section set out the goals and objectives of APS and do not reduce, restrict or limit the obligations, duties or responsibilities of the CMR set out in the other provisions of this RFP or in either the Phase 1 Pre-Construction Services Contract or the Phase 2 Construction Services Contract. The CMR will exercise its best professional judgment and perform the Work in a manner that will conform to the accomplishment of these goals and objectives:

- Ensuring the Project remains safe.
- Ensuring the Project remains within budget.
- Ensuring the specific scheduling needs of APS are met.
- Ensuring Owner’s Project Manager and Owner’s Representative are kept apprised of work in progress, unusual disruptions, changes in schedules, etc. Continuous open communications will be essential to providing the information that will allow APS to plan and adjust incrementally.
- Ensuring the Project supports APS Strategic Goals, specifically Goal 4: Provide Optimal Learning Environments.
- Ensuring that all Project submittals and construction are in compliance with the design intent.

E. Cost For the purpose of this RFP, assume the following values for The Project.

- Package 1 – \$40,900,000 total cost (\$32,700,000 GMP and \$8,200,000 soft costs)
- Package 2 – \$143,800,000 total cost (\$115,000,000 GMP and \$28,800,000 soft cost)

F. Owner’s Rep.: APS Design & Construction Project Manager (APS PM) and Construction Manager Advisor (CMA)

G. Architect: Stantec Architecture, Inc.

H. Initial Schedule: For the purpose of this RFP, assume the following schedule milestones. **Final Project schedule details are expected to be included in the FY 2021-2029 CIP, which will be approved by the School Board in June 2020. The final schedule may be sequenced differently than what’s listed in the preliminary schedule.**

- Design
 - Sep 2019 to Mar 2020 – Concept Design / Ed Spec / Master Plan
 - Apr 2020 to Dec 2021 – Schematic Design, Design Development, Construction Documents, GMP Preparation
- Package 1 Construction
 - Jan 2, 2022 – Notice to Proceed
 - May 30, 2023 – Substantial Completion
 - June 20, 2023 – Final Completion
- Package 2 Construction
 - July 1, 2023 – Notice to Proceed
 - May 31, 2025 – Substantial Completion
 - June 30, 2025 – Final Completion

IV. INSTRUCTIONS TO OFFERORS:

Offerors shall review all available Project documents as listed or referenced in this RFP, visit and become familiar with the Project site, and identify any requirements of APS or Arlington County (whether affecting performance of the Work or the authorization to conduct business in Arlington County). The Work is for CMR services for which the Contracts are structured in two phases:

Phase 1 – Pre-Construction Phase Services: Phase 1, Pre-Construction Phase Services, will be subject to the Terms and Conditions included in the Phase 1-Pre-Construction Services Phase Contract Between the Owner and Construction Manager at Risk. Phase 1 – Pre-Construction Phase Services and will be performed for a stipulated or fixed amount. See the applicable Instructions regarding submission of exceptions to any provisions of the RFP, which includes all Contract Documents. The Phase 1 Pre-Construction Services Contract is associated with the Work of the CMR prior to the start of Construction Phase Services and includes providing a GMP for the construction of the Project and is available at the following link:

<https://www.apsva.us/wp-content/uploads/2019/05/CMR-Phase-1-Contract-and-Ts-Cs.pdf>

Phase 1 Pre-Construction Services shall include the following:

1. Construction Manager at Risk Pre-Construction Phase Standard Scope of Services described in Attachment C.
2. All Work shall comply with the requirements of the Phase 1 Pre-Construction Phase Services Contract Between Owner and Construction Manager at Risk, the Virginia Public Procurement Act, and the APS Purchasing Resolution.

Phase 2 – Construction Phase Services: Phase 2, Construction Phase Services, will be contingent upon the CMR providing an agreeable GMP to the Owner and the parties otherwise reaching agreement on the terms of a Contract. The Phase 2-Construction Phase Services Contract Between Owner and Construction Manager will be used for this portion of the Work. If the Phase 2-Construction Phase Services Contract is awarded to the Phase 1 CMR, the GMP as established during Phase 1 shall be the GMP for the Phase 2 Contract. For all Phase 2 Work the CMR intends to perform with its own forces, the CMR shall hold the classifications or specialty designations required by the Virginia Department of Professional and Occupational Regulation Board for Contractors Regulations for such Work. For any Phase 2 Work to be performed by a Subcontractor, including but not limited to any Early Release Work, the Subcontractor shall hold a Class A Virginia Contractor's License and the classification or specialty designation required by the Virginia Department of Professional and Occupational Regulation Board for Contractors Regulations for the performance of such Work. The Phase 2 Contract is associated with the Work of the CMR during the construction portion of the Project and is available at the following link:

<https://www.apsva.us/wp-content/uploads/2019/05/CMR-Phase-2-General-Conditions.pdf>

Phase 2 Construction Services shall include the following:

1. Completion of the Construction portion of the Work in strict conformance with the Contract Documents and the Phase 2-Construction Phase Services Contract Scope of Work described in Attachment C.
2. All Work shall comply with the requirements of the Phase 2-Construction Phase Services Contract Between Owner and Construction Manager at Risk, the Virginia Public Procurement Act, and the APS Purchasing Resolution.

Format and Content

Proposals should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be determined nonresponsive.

Proposals shall be bound and tabbed and shall include the following components and be organized as follows:

TAB 1: General Information;

Offerors shall provide the following information under Tab 1:

1. The headquarters location of the organization (including physical address, mailing address, telephone number, facsimile number and main e-mail address or web site address) and clear identification of the location of the organization's local or regional office (if different from the headquarters location, including physical address, mailing address, telephone number, facsimile number and main e-mail address or web site address) to be used in delivering the requested CMR services to be provided on the Project.

2. The legal status of the organization (privately held corporation, publicly held corporation, joint venture, etc.). If the Proposal is being made by a joint venture, the Proposal must include the information listed within this section of the CMR RFP for both organizations that constitute the joint venture and a copy of the joint venture agreement.
3. The names and contact information for the President, Vice President of Operations, Chief Executive Officer (CEO) and Chief Financial Officer (CFO) of the organization, as well as the Office Manager of the organization's local office that will have primary responsibility for delivering the Project.
4. The name and title, direct telephone number (including extension), cellular telephone number and direct e-mail address of the highest-ranking individual within the organization that will have oversight responsibility for the organization's involvement with the Project.
5. The number of years that the organization has been providing services similar to those requested by this CMR RFP, including a delineation of this information for both the headquarters location and the local or regional office that will be used in delivering the requested CMR services on the Project. Proposers must clearly identify the staffing and experience of the office from which the Project will be managed.
6. A fully executed Request for Proposals Pages 1 – 5 of this solicitation and include them as the first five (5) pages of your Proposal. The name stated on page 5 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided. The following forms should be completed and provided:
7. The Conflict of Interest Statement included at Attachment A.1

TAB 2: Executive Summary (1 page)

Offerors shall provide the following information under Tab 2:

Provide a no more than one (1) page executive summary of your Proposal that highlights the strengths of the Offeror, factors that differentiate the Offeror from the other Offerors, and key elements that will contribute to the success of the Project.

TAB 3: Key Personnel Experience and Qualifications (note that the requirements below request more information than was required for the RFQ)

Offerors shall provide the following information under Tab 3:

The professional expertise of the proposed personnel will be a major factor in awarding the Contract. It is critical that the proposed personnel be of the highest caliber and have experience as similar to this type of work as possible. The following information requested is a minimum requirement. The information provided should be such that it conveys the relevant expertise, experience and qualifications concerning overall categories such as: professional construction management, general contracting, planning and project control, inspection, value management, and constructability analysis, procurement, scheduling and estimating methods, design knowledge, accounting or cost analysis, specialized experience and knowledge, and other relevant categories. Evidence that the proposed personnel have previously worked together as a team should be submitted, if applicable. The importance of your proposed staff, including staff that provides home office support, cannot be over-emphasized.

Provide the following information on each of the proposed personnel, Subcontractors (if any), and consultants (if any). Quantity and qualifications of proposed personnel must be sufficient to complete the Pre-Construction Services Phase and Construction Services Phase of the Project. **Specific personnel required include a Quality Control Superintendent and Close-out Engineer as described at Attachment C.**

1. Name, title, proposed position:
2. Education - Institution(s) attended, year of graduation, specialty/degree earned:
 - a. Post-graduate and specialized relevant training - dates, institutions, courses, seminars, etc.:
3. Licenses (Contractor's or Professional) - list current licenses by type and state:
4. State how many years each proposed staff member has been employed by:

- a. Your organization:
 - b. Your organization in the position proposed:
 - c. Previous organizations in the position proposed:
5. Identify at least three (3) projects of similar nature, scope, and duration performed by the proposed personnel during the past ten (10) years in the same position as being proposed. State for each project the following information:
- a. Name of the firm the individual was employed by, the supervisor's name, and telephone number:
 - b. Project data:
 - (1) Name and location:
 - (2) Project size (dollar value, square footage etc.):
 - (3) State whether the project was completed on time and on budget and if not explain:
 - (4) Type of CMR contract
 - c. Project description narrative explaining how it is similar to this Project:
 - d. List name, title, address, and phone number of the contact person your proposed personnel directly dealt with on the referenced projects for the following:
 - (1) Architect/Engineer:
 - (2) Owner:
 - (3) At least one (1) Major Sub Contractors:

TAB 4: Management Capability / Project Plan

Offerors shall provide the following information under Tab 4:

This section deals with the overall management strategy and proposed plan for this Project. It should cover all aspects and periods of the Project. It should include, but not be limited to, overall operational concept, identification of problem areas considered most critical and the CMR's strategy for resolution of each potential problem, organizational plan and how the CMR's plan facilitates the accomplishment of APS requirements, and the organizational chart showing all individuals with direct or indirect involvement.

The Offeror is encouraged to provide work samples from completed or ongoing projects to demonstrate and/or support the Offeror's capability in executing the activities listed in the scope of services. Such high quality and applicable examples will be reviewed favorably.

Provide the following:

1. Provide an organizational chart showing all direct and indirect personnel, showing lines of authority, responsibility, and communication. This team includes APS, the A/E, and the CMR. The CMR shall propose an organizational chart showing how the three parts of the Project team will work together. Explain the nature of services to be rendered in the field office versus the home office.
2. Present for approval, if known at this time, a list of proposed consultants and Subcontractors your organization will employ to carry out all functions required in Attachment C. All proposed Subcontractors must hold a Virginia Class A Contractor's License and the classification or specialty designation required by the Virginia Department of Occupational Regulation Board for Contractors Regulations for performing such Work. A Subcontractor which provides material or equipment only and does not participate or assist in the installation of such material or equipment is not required to hold a Contractor's License, classification or specialty designation.
3. Provide a narrative overall work plan setting forth details for the recommended approach to the Project. Include all phases of the Project from Pre-Construction Services Phase Contract Award through construction completion and any post completion/occupancy services. The plan should include the following, broken down into phases:
 - a. Review and comment on the conceptual schedule. It is the desire of APS to achieve Project completion/delivery as quickly as possible at the lowest cost. Use this section to provide any suggestions for accelerating the project schedule.

- b. Discuss quality control procedures (CMR’s inspection and internal approval process) to be applied to this project and list most recent project where these procedures were used. Describe the quality control organization reflecting authority and responsibility for key personnel.
 - c. Provide an explanation of how you plan to leverage BIM, as well as other progressive technologies, to improve project schedule, quality, and cost.
4. Provide project safety record and proposed plan that deals with the overall project safety record of the Offeror and proposed plan for this Project. The Offeror should present a current safety record and suggested safety plan that includes, but is not limited to:
 - a. Safety record including lost time accidents on recent projects (including Subcontractors, not just the Offeror);
 - b. Ability to ensure the safety of students, staff, construction workers, and visitors to APS property and their access to essential areas – identify personnel responsible; and
 - c. Description of how your organization will carry out its safety functions as Contractor. This entails planning for walkways and parking lots, barring entrance to construction areas, maintaining cleanliness within the surrounding facilities, and ensuring compliance with the Virginia Occupational Safety and Health Act (VOSHA) standards/regulations and the safety provisions of the Phase 2 - Standard General Conditions for Construction Manager at Risk Contract.

TAB 5: Cost Control and Value Management

Offerors shall provide the following information under Tab 5:

1. Explain methods for controlling costs and maintaining the Project Schedule, avoiding/minimizing material/labor/equipment shortages, labor problems, and other potential delays. Support your methods by providing deliverables from previously completed or ongoing projects such as Cost Models, Subcontractor Prequalification Forms, Subcontractor Scope Documents/Bid Evaluations, Cost Variance Logs, etc.
 - a. Discuss plans for marketing and generating interest in construction procurements to ensure adequate price competition and quality Subcontractors.
 - b. Provide a plan outlining how the Work will be divided into Subcontractor packages for procurement. Include information on proposed RFP / bid packages, pre-qualifying contractors and suppliers, timing, benefits of your plan, phasing and sequencing of the work, etc.
 - c. Describe your plan for review of documents during Phase 1, Pre-Construction Services for the purposes of identifying and assisting in correction of any defects, conflicts, ambiguities, discrepancies, omissions, errors, or lack of clarity in contract documents, and Value Engineering opportunities.
2. Discuss your approach to Value Management for this Project, including but not limited to your plan for review of design documents during Phase 1, Pre-Construction Services for the purposes of identifying and assisting in the correction of any defects, conflicts, ambiguities, discrepancies, omissions, errors, or lack of clarity in contract documents, and identifying Value Engineering opportunities. Support your approach by providing deliverables from previously completed or ongoing projects such as, but not limited to, Design Review checklists or procedures, Value Analysis Logs, Value Engineering Logs, Value Engineering Cost Estimate Backup, and Wishlist Log.

TAB 6: Fees for Services

Offerors shall provide the following information under Tab 6:

1. Provide a fully completed Form of Proposal for Pre-Qualified Construction Manager “at Risk” Services; form is included at Attachment A.2.

2. Provide a completed Pre-Construction Phase Team Work Plan included at Attachment A.3.
3. Provide a completed Construction Phase Team Work Plan included at Attachment A.4.
4. Provide a completed General Conditions Non-personnel Breakdown Form included at Attachment A.5. The form grand total shall match the General Conditions Allowance provided on the Form of Proposal. The items listed are considered to be general conditions costs, not costs of the work. If an Offeror deems a cost to be included as cost of the work in a trade package an explanation must be provided.

A fully completed Form of Proposal will be considered in the rankings of Offerors for short listing Offerors for Interviews/discussions and the final rankings of Offerors for award of the Contract. Fees will be evaluated in conjunction with the other evaluation criteria. See Section VI. Proposal Evaluation Process and Method of Contract Award Requirements C.

The Owner will rely upon all Fee information set forth in the Form of Proposal in evaluating Proposals. All such Fee submissions shall remain binding upon the Offeror through the negotiation of an agreed GMP for the Phase 2 - Construction Phase Services Contract, subject only to adjustment resulting directly from material changes to the design, Project Schedule, or Costs of the Construction Work as the product of the Phase 1 – Pre-Construction Phase Services.

TAB 7: Proprietary Information

Offerors shall provide the following information under Tab 7:

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction are subject to public disclosure restrictions and requirements of Va. Code Ann. § 2.2-4342. To the extent the Offeror seeks to exclude any document or information submitted as part of its Proposal from public disclosure the Offeror must comply with the requirements of Va. Code Ann § 2.2-4342. **Offerors shall submit, under Tab #7 of the Proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall provide all information required by Va. Code Ann. § 2.2-4342 to establish why protection is necessary. Offerors may not declare the entire Proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the Proposal to proprietary or trade secret information; however, all information contained within the body of the Proposal not in the separate section labeled proprietary shall be public information to the extent so provided by Va. Code Ann. § 2.2-4342.

TAB 8: Other Relevant Information

Offerors shall provide the following information under Tab 8:

Proposals may include any other documentation deemed appropriate by the Offeror to convey to the Project CMR Evaluation Committee knowledge regarding the Offeror's organization. This may include brochures, photographs, letters of recommendation, awards, etc., that your organization believes will assist APS in evaluating its qualifications for this Project.

TAB 9: Exceptions Taken to Any Provision of the RFP

Offerors shall provide the following information under Tab 9:

Any exceptions of the Contract Documents in accordance with Section VI. B.

V. PROPOSAL SUBMISSION REQUIREMENTS

A. General Requirements

Two (2) original hard copies with all signatures in blue ink and two (2) copies of the entire original submission on separate Compact Disks or Thumb Drives, so marked, for a total of four (4) copies of the Proposal are required. Offerors are responsible for ensuring each copy of the Compact Disk or Thumb Drive is marked with

the Offeror's name. The Offeror's Proposal shall address requirements of the RFP, not exceeding the stated page limitations. The Proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than ten (10) point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Proposals shall be submitted in sealed package, with the RFP number, title, Proposal Due Date, and Class A Contractor's License, and its expiration date, on the outside of the sealed package. Offerors are responsible for having their Proposal received by Procurement Office staff prior to the Proposal Due Date. APS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, APS will notify the Offerors of the deficiency and request that the appropriate number of copies are delivered by the end of the second business day following the request. Failure to comply with this or other requirements of this RFP shall be grounds for APS to reject such Proposal as nonresponsive.

Emailed or facsimile submission of proposals are not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible pre-qualified Offeror or in any way restrain or restrict competition. All pre-qualified Offerors are encouraged to submit proposals.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the Proposal; however, APS reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a Proposal as nonresponsive.

Mandatory provisions of this RFP are indicated by the inclusion of the words "shall" or "must" to identify the Offeror's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this RFP or in the Instructions to Offerors shall result in rejection of the Offeror's Proposal as not responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.

APS proposed Contract Documents and this RFP contain terms and conditions APS favors and intends to use for the resultant Phase 1-Pre-Construction Services Phase Contract and the General Conditions APS favors and intends to use for the resultant Phase 2-Construction Services Phase Contract. Any Offeror receiving a Contract award shall be required to execute a Contract in substantial compliance with APS standard Phase 1 Pre-Construction Services Phase Contract and, if awarded, Phase 2 Construction Phase Services Contract, and will be required to furnish all other required information and documentation including tax identification or social security number within ten (10) days after receipt of the earlier of Notice of Award or Notice of Intent to Award of the Phase 1 Pre-Construction Services Phase Contract; otherwise, APS may award the Phase 1 Pre-Construction Services Phase Contract to another Offeror.

Any erasures or corrections in a Proposal must be initialed by the Offeror in blue ink.

The Owner's Project personnel reserve the right to visit the office(s) of an Offeror to verify any claim(s) made by an Offeror regarding staff, facilities, capabilities, qualifications and any other reasonable concerns that may arise on the part of the Owner. In such an event, the Offeror must make every reasonable attempt to clarify any concerns expressed by the Owner's personnel at that time.

The Owner will not be responsible for any costs incurred by an Offeror in the preparation and submittal of a Proposal.

An Offeror may request to withdraw a Proposal at any time. In the event an Offeror discovers an error in its Proposal and desires to make a correction after the Proposal Due Date, the Offeror shall submit in writing the requested correction, along with a written explanation and justification for the change, no later than one (1) business day following the Proposal Due Date. If the Owner is satisfied that the identified error was the result of a clerical or mathematical error, the Owner may permit the correction. The Owner shall issue its written decision to the requesting Offeror within three (3) business days of receipt of the correction request. If the request is approved, the Proposal shall be deemed modified by incorporation of the correction requested. If the requested correction is denied, the Proposal shall be considered as originally submitted. The Owner may request additional information or clarifications from an Offeror at any time after the review process has begun.

B. Unnecessarily Elaborate Responses

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective Proposal to this RFP are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by APS.

C. Use of Information and Documents

APS and its officials, employees and agents will copy and use the Proposal of the Offeror and documents included with the Proposal, for various purposes related to analysis, evaluation, and decision to award a Contract. Proposals shall be the property of APS. Following award APS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting Contract with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold APS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's Proposal.

D. Submission of Proprietary Information TAB #7

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction are subject to public disclosure restrictions and requirements of Va. Code Ann. § 2.2-4342. To the extent the Offeror seeks to exclude any document or information submitted as part of its Proposal from public disclosure the Offeror must comply with the requirements of Va. Code Ann. § 2.2-4342. **Offerors shall submit, under Tab #8 of the Proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall provide all information required by Va. Code Ann. § 2.2-4342 to establish why protection is necessary. Offerors may not declare the entire Proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the Proposal to proprietary or trade secret information; however, all information contained within the body of the Proposal not in the separate section labeled proprietary shall be public information.

E. Format and Content

The Proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. The content of the Proposal copies submitted on CD-ROM or memory stick should mirror the content of the original hard copy and should be in pdf format. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be determined nonresponsive.

F. Guaranty Bonds

1. The successful Offeror, at the time of the execution of the Phase 2 Construction Phase Services Contract, shall furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price and the Contract shall not be deemed to have been fully executed until such Bonds are provided. Bonds shall be on the forms provided in Appendix A and shall be issued by a surety company licensed to conduct business in the state of Virginia and listed on the United States Treasury Department's latest Circular 570, and otherwise acceptable to APS. The Performance Bond and the Payment Bond shall be in effect as of the date the successful Offeror signs the Phase 2 Construction Phase Services Contract, and shall remain in effect through the later of the expiration of all applicable Warranty Periods or final conclusion of all third party claims against the Offeror, including all appeals. If executed prior to the date the successful Offeror signs the Phase 2 Construction Phase Services Contract the Bond shall include written certification from the surety that the bond is effective as of the date of the Phase 2 Construction Phase Services Contract. If the successful Offeror is a partnership or joint venture all partners or ventures shall execute the Bond as principal in a personal and not representative capacity, in addition to execution of the Bond by the Contractor as principal. Cost of said Bonds shall be included in the GMP.

2. APS reserves the right to request documentation from the surety company as to its financial capabilities, past experience, and other evidence of security's reliability. In the event that the CMR's surety company becomes insolvent, bankrupt or in any way is incapable of providing the services, the CMR shall, within ten (10) days' notice from APS, furnish new Payment and Performance Bonds to APS from a surety licensed to conduct business in Virginia, listed on the United States Treasury Department's latest Circular 570, and otherwise approved by APS Purchasing Agent. Any cost in securing new bonding will be the responsibility of the CMR.

VI. PROPOSAL EVALUATION PROCESS AND METHOD OF CONTRACT AWARD

A. The opening of the Proposals will not be conducted in public.

B. Phase 1 Pre-Construction Phase Services Contract:

1. A Selection Advisory Committee (SAC) will review and evaluate all responsive Proposals received by the Procurement Office. The SAC will rely only on the information contained in the Proposals submitted in selecting Offerors deemed to be fully qualified and best suited among those submitting Proposals. Therefore, Offerors must emphasize specific information considered pertinent to the Work and submit all information requested.
2. The Offeror shall state any exceptions to any provision of the Contract Documents in writing in its Proposal as a part of Tab 9, identifying with specificity the provision to which exception is taken, the exception, the rationale for the exception, and the proposed alternative provision. The SAC may, but is not required to, negotiate as it deems necessary any exceptions so submitted, but no negotiations shall occur prior to the Negotiations Stage as defined below. An Offeror shall be deemed to have waived all objections to, and accepted, all provisions of the Contract Documents to which no exception is included in its submitted Proposal and in such event no exceptions shall be considered during the Negotiation Phase. Provided, however, if APS makes a material change to the RFP after the Proposal Due Date which if it had been made prior to the Proposal Due Date would have resulted in the Offeror including an exception in its submitted Proposal, the Offeror may within five (5) days following issuance by APS of the material change submit in writing any exception to the material change. Any exception to the material change not submitted to APS in writing within such five (5) day period shall be deemed to have been waived and shall not be considered further during the Negotiation Stage or otherwise. APS may, but is not required to, defer consideration of any exceptions applicable to the Phase 2 Construction Services Contract until the time of negotiations to achieve an agreed GMP and Phase 2 Construction Services Contract.
3. Offerors shall not include in their Proposal budget estimates of the Construction Phase Services.
4. The SAC shall evaluate each responsive Proposal ("Initial Evaluation Stage") and select not less than two (2) Offerors and not more than five (5) Offerors deemed to be fully qualified and best suited among those submitting Proposals based on the criteria set forth in the RFP for further consideration ("Shortlist Interviews), and giving consideration to the responses to the RFQ. The SAC may seek clarification of any aspect of the Proposal from an Offeror during the Initial Evaluation Stage. The CMR Fee and the Pre-Construction Phase Services Fee shall be evaluated based upon the sum of those fees and not individually.
5. The SAC will give further consideration to those Offerors selected, and conduct such interviews or make further inquiry of each Offeror as the SAC deems necessary to make an informed decision ("Shortlist Interview Stage").
6. Upon completion of the Shortlist Interviews as defined below, selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the Evaluation Criteria stated in the RFP. Following completion of the Shortlist Interviews but before making any decisions regarding which Offerors to consider further, the

SAC may seek from any Offeror which participated in the Shortlist Interviews clarification of any aspect of the Proposal or of issues which arose during the Shortlist Interview. Negotiations shall then be conducted with not less than two (2) Offerors so selected, exercising care to discuss the same owner information with each Offeror (“Negotiations Stage”). During the Negotiation Stage, individual members of the SAC may engage in discussions with any Offeror to gather information to assist the SAC in making its final determination regarding award of the Phase 1-Pre-Construction Phase Services Contract. Such individual information and discussions shall be shared with the entirety of the SAC. In addition, the SAC shall not disclose any trade secret or proprietary information for which the Offeror has invoked protection pursuant to Article 4-110 of the APS Purchasing Resolution. Price shall be a critical basis for award of the Phase 1-Pre-Construction Phase Services Contract, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Arlington Public Schools shall select the Offeror which, in its opinion, has made the best Proposal, and shall award the Phase 1-Pre-Construction Phase Services Contract to that Offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one (1) Offeror.

7. The Phase 1-Pre-Construction Phase Services Contract must be initiated no later than the schematic phase of design.
8. If at any time it is discovered that an Offeror’s Proposal does not satisfy any mandatory requirement of this RFP or that the Offeror has misstated its minimum qualifications or experience, even if the Proposal initially appeared to satisfy such mandatory requirement or requirements or qualifications or experience, the Proposal may be deemed to be nonresponsive and if deemed nonresponsive shall not be considered further.

C. Proposal Evaluation Criteria:

The Evaluation Criteria set forth below will be used for purposes of scoring Proposals at each stage of the evaluation process. Scores from the Initial Evaluations will determine the Offerors to be selected for Shortlist Interviews, if Shortlist Interviews are conducted. When Shortlist Interviews are conducted, Offerors interviewed will be rescored based on the Shortlist Interviews Evaluation Criteria identified herein. Only scores resulting from the Shortlist Interviews Evaluation Criteria will determine the ranking of Proposals whereby APS will enter into negotiations as described above. Only scores resulting from the Negotiations Stage will determine the ranking of Offerors for purposes of Contract award. Although there may be overlap between the Initial Evaluation Criteria, the Shortlist Interview Evaluation Criteria, and the Negotiations Stage Evaluation Criteria, each stage of the evaluation process is intended to be a separate score and only that score will be used to determine the consequence of that evaluation stage. The Shortlist Interviews Evaluations and the Negotiations Stage Evaluations are, however, the result of cumulative impressions from all preceding stages.

1. Initial Evaluation Criteria:

The SAC will use the following criteria to evaluate and judge the Proposals (weighted as indicated below) to make the selections for Shortlist Interviews:

General organization, thoroughness, and continuity of Proposal	10%
TAB 3: Key Personnel Experience and Qualifications	25%
TAB 4: Management Capability / Project Plan	30%
TAB 5: Cost Control and Value Management	15%
TAB 6: Fees for Services	20%
TOTAL	100%

Although not assigned a specific weighting, the contents of TAB 1: General Information, TAB 2: Executive Summary, TAB 7: Proprietary Information, and TAB 8: Other Relevant Information, will be considered generally in assigning the values for Tabs 3, 4, 5, and 6.

2. Shortlist Interviews Evaluation Criteria:

At the time the Shortlist Interview(s) are scheduled, APS will confirm in writing with each Offeror the specifics of these sessions. The interview will be forty-five (45) to sixty (60) minutes in duration.

Each Offeror is required to have the following personnel attend the interview: Project Executive, Project Manager, Superintendent, Chief Estimator, Quality Control Superintendent, and Preconstruction Project Manager (if different from overall Project Manager).

The Offerors selected for the Shortlist Interviews will be evaluated upon the following criteria:

Demonstrated success in meeting the interview requirements and understanding of the RFP requirements.	25%
Demonstrated knowledge of project methodology, understanding the scope of work, and APS' objectives.	15%
Team composition and demonstrated cohesion within the team.	25%
Previous Project Experience Providing Comparable Scope of Services to APS or other local jurisdictions.	15%
Fees for services	20%
TOTAL	100%

References will only be checked for the Offerors selected for Shortlist Interviews. Information supplied by references on capability and past performance of an Offeror will be used in the scoring the Shortlist Interviews Evaluation Criteria.

3. Negotiations Stage Evaluation Criteria:

After the Shortlist Interviews are concluded and not less than two (2) Offerors have been selected for negotiations, negotiations shall then be conducted with those Offerors so selected, exercising care to discuss the same Owner information with each Offeror. In addition, the SAC shall not disclose any trade secret or proprietary information for which the Offeror has invoked protection pursuant to Article 4-110 of the APS Purchasing Resolution. Price shall be a critical basis for award of the Phase 1 Pre-Construction Phase Services Contract, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Arlington Public Schools shall select the Offeror which, in its opinion, has made the best Proposal based on the Negotiations Stage Evaluation Criteria stated below, and shall award the Contract to that Offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one (1) Offeror.

Demonstrated competency and responsiveness during the Negotiations Stage.	25%
Revised and/or supplemental Proposal materials provided as a result of the Negotiations Stage discussions.	50%
Revised fees for services provided as a result of the Negotiations Stage discussions.	25%
TOTAL	100%

D. Selection and Award of Phase 2- Construction Phase Services Contract:

1. The GMP for Construction Phase Services shall be submitted by the CMR during the Phase 1 Pre-Construction Services based upon 95% complete Drawings and Specifications, unless APS, in its sole discretion, elects to defer requesting a GMP until the working Drawings and Specifications are 100% complete. The GMP, including the CMR Contingency, must include all compensation to the CMR for Construction Phase Services, other than those resulting from a material change to the scope of work and not reasonably foreseeable from the Drawings and Specifications upon which the GMP is based, whether the GMP is requested at 95% complete Drawing and Specifications or 100% complete Drawings and Specifications. See the Phase 1 Pre-Construction Phase Services Contract and the Phase 2 Construction Phase Services Contracts included in this RFP for additional requirements applicable to the GMP.
2. If the parties are unable to agree on a GMP for the Construction Phase Services during the Pre-Construction Phase Services, the Phase 1-Pre-Construction Phase Services Contract is concluded and APS would not enter into a Phase 2-Construction Phase Services Contract with the Phase 1 CMR. In such event, any incomplete Early Release Contracts may, at the discretion of APS, be terminated for convenience as provided in the Early Release Contract or the Phase I CMR may be directed to complete the Early Release Contract on the terms and at the price set forth therein. If the construction drawings and specifications are substantially complete, the Purchasing Agent may elect to proceed with the Project using Competitive Sealed Bidding procurement procedures limited to the CMR Offerors which were short-listed for negotiation, including the CMR Offeror with which a GMP could not be agreed.
3. Alternatively, if factors remain which sustain the benefit of continuing with the CMR process, the Purchasing Agent may direct the SAC to notify the Offeror which was ranked by the SAC as having made the second-best Proposal to submit a proposed GMP and attempt to negotiate an acceptable GMP for the Construction Phase Services. If an acceptable GMP is not reached with the Offeror which was ranked as having made the second-best Proposal, then the Offeror which was ranked as having made the third best Proposal shall be notified and an attempt made to negotiate an acceptable GMP, and so on until an acceptable GMP for the Construction Phase Services is achieved. Each unsuccessful negotiation removes that Offeror from further consideration.
4. If APS is unable to negotiate an acceptable GMP for the Construction Phase Services with any of the Offerors to which the RFP was issued, APS may in its sole discretion cancel the procurement or proceed with procurement for the construction on a Competitive Sealed Bidding basis which may or may not, at the discretion of APS, include pre-qualification. Procurement on a Competitive Sealed Bidding basis shall be deemed a new procurement, and having been a CMR Offeror shall not exclude any person or entity from submitting a Bid.
5. If the Phase 2- Construction Phase Services Contract is awarded to the Offeror, the deadlines for identification of Subcontractors and applicable licensing information shall be established during negotiations.

E. Rejection of Proposals:

APS can reject a Proposal as "technically unacceptable" without considering price, and may elect to reject all Proposals and cancel the solicitation

APPENDIX A

It is preferred that the mailing label, as found below be used:

PLEASE COMPLETE THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF THE ENVELOPE:



RFP Label

RFP No. 80FY19 Title: CMR Arlington Career Center Renovations and Expansions

RFP Due Date/Time: June 26, 2019 Prior to 2:00 P.M.

From:

Name of Offeror: _____

Address of Offeror: _____

Commonwealth of Virginia Class A Contractor's License # _____

Contractor's License Expiration Date: _____

Deliver To: **Arlington Public Schools
Syphax Education Center
Procurement Office
Attn: Dyanna McMullen
2110 Washington Blvd., 4th Floor
Arlington, VA 22204**

Attachment A.1

To be included in TAB 1

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this Proposal to Arlington Public Schools in response to its Request for Proposal #80FY19, and on behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the Arlington Public Schools as a result of this solicitation.

Affirm that if the Offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the Arlington Public Schools, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the Arlington Public Schools as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

FIRM NAME (Offeror): _____

SIGNED BY: _____ DATE: _____

NAME/TITLE: _____

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____) CITY/COUNTY OF
_____) to wit:

personally appeared before me this ____ day of _____ 20____ the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____, 20____

Design Development	Hours	Dollars	\$
Construction Documents	Hours	Dollars	\$
GMP & Procurement	Hours	Dollars	\$
Total	Hours	Dollars	\$

*Estimated total hours for all proposed team members.

- Pre-Construction Phase Allowance (not to exceed) – Offeror shall include this specified not to exceed allowance for activities that may be required during the pre-construction phase prior to an agreed GMP. These activities shall be for subcontractor pre-construction services and could include design assist and advanced buys for specialized/long-lead equipment.

Pre-Construction Phase Services Allowance (not to exceed):

Three Hundred Thousand _____ Dollars (\$300,000 _____)

- General Conditions Fee (lump sum) – provide a lump sum amount General Conditions Fee for CMR Project staff. Offeror shall also complete the **Construction Phase Team Work Plan** at Attachment A.3 and include in Tab 6. The staffing illustrated on the plan shall be the basis of the lump sum fee. It is essential that all anticipated staff General Conditions requirements are included in the lump sum entered below. If field staff are provided with a vehicle for use on site, costs associated with any such vehicle shall be included in this lump sum. No additional General Conditions Fee will be subsequently authorized unless there are compelling reasons for doing so.

Total General Conditions Fee (lump sum):

Package 1: _____ Dollars (\$ _____)

Package 2: _____ Dollars (\$ _____)

Provide a maximum amount per day that can be added or subtracted from the total General Conditions Fee for adjustment in the construction schedule when establishing the GMP or relative to change orders for adjustments in general conditions.

Package 1: _____ Dollars (\$ _____) / day

Package 2: _____ Dollars (\$ _____) / day

- General Conditions Allowance (not to exceed) – provide a not to exceed amount for non-personnel General Conditions items. These items are to be reimbursed on an at-cost basis without any CMR mark-up. Offeror shall also complete the **General Conditions Non-personnel Breakdown Form** at Attachment A.4 and included in Tab 6.

Total General Conditions Allowance (not to exceed):

Package 1: _____ Dollars (\$ _____)

Package 2: _____ Dollars (\$ _____)

- Insurance and Taxes Fee – stated as a percentage (%) of the cost of the Work, for general liability insurance, builders risk insurance, payment and performance bonds, local business licenses, and any local municipal taxes. (This is the amount that the Offeror will include in any estimates as full and complete payment for these items.)

_____ %

6. CMR Fee (lump sum):

Package 1: _____ dollars (\$ _____)

Package 2: _____ dollars (\$ _____)

7. Billable Hourly Rates for On-Site Staff:

#	Position	Regular Rate	Overtime Rate	Second Shift Rate
1	Senior Project Manager	\$	\$ N/A	\$ N/A
2	Project Manager	\$	\$ N/A	\$ N/A
3	Assistant Project Manager	\$	\$	\$
4	Field Superintendent	\$	\$	\$
5	Assistant Superintendent	\$	\$	\$
6	Foreman	\$	\$	\$
7	Project Engineer (A/S/C)	\$	\$	\$
8	Project Engineer (M/E/P)	\$	\$	\$
9	Field Secretary/Clerk	\$	\$	\$
10	Clerk/Document Control Person	\$	\$	\$
11	BIM Manager	\$	\$	\$
12	Quality Control Manager	\$	\$	\$
13	Close Out Engineer	\$	\$	\$
14	Field Accountant	\$	\$	\$

Offeror: _____

Authorized Personnel Name Printed

Authorized Signature

Date Signed: _____

Attachment A.3
To be included in TAB 6

Construction Phase Team Work Plan

Project: Arlington Career Center Renovation and Expansion ("Project")

Offeror: _____

Name, Title/Role	2022				2023				2024				2025		Total Hours		
	FY2022		FY2023		FY2024		FY2025										
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2			
	Package 1 (Hours)								Package 2 (Hours)								
Total Hours																	

- Notes:
1. Refer to the RFP for construction Notice to Proceed, Substantial Completion, and Final Completion dates.
 2. This attachment is to be included in TAB 6 of the Offeror's Proposal.
 3. Provide estimated hours for each staff member by quarter. Hours Total hours shall be based on 2080 hours/year.
 4. Specific personnel required include a Quality Control Superintendent and Close-out Engineer as described at RFP Attachment C.
 5. Include all Project staff.

Attachment A.4
To be included in TAB 6

GENERAL CONDITIONS NON-PERSONNEL BREAKDOWN FORM

Project: Arlington Career Center Renovation and Expansion (“Project”)

Offeror: _____

ITEM	ESTIMATED COST	
	Package 1	Package 2
Mobilization		
Temporary Facilities inclusive of office trailer(s), field office furniture, field office telephones and supplies, field office electrical power connections and heating/cooling costs, internet connection, temporary sanitary facilities on the job site, and job site elevator)		
Tools/Equipment – small power/hand tools and equipment as may be required by the CMR firm’s field staff only; establish and maintain an appropriate shipping/receiving system, and miscellaneous materials.		
Plans/survey/permits/testing – reproduction costs during construction, surveyors services for site surveys, building and site layouts, etc. as required, required permits, etc.		
Safety/Clean Up- on site safety program through construction inclusive of furnishing and maintain fire extinguishers, first aid station, safety lights, safety barriers and canopies, partition, door, and window closures, ladders, stairs, site fencing, signage. Roads and traffic control devices, daily site clean-up, trash collection, and removal inclusive of rubbish chutes, as applicable (excluding the final cleaning as this is part of demobilization), site security, snow removal and pest control, protection of adjacent property, utilities, etc. Include temporary water for dust control and truck washdown, including equipment for cleaning public right of way.		
General Items (i.e., weather and dust protection, photos, field office computers, office equipment, two way radios, temporary roads, parking and staging areas, offsite construction worker parking (if not accommodated onsite), temporary environmental protection and temporary conditioning (heating and cooling), mockups; and travel expenses for off-site surveys and inspections)		
Close out/De-mobilization – punch list clean-up inclusive of patching and repainting, as needed, final site/facility clean-up including, but not limited to, floors, walls, doors, windows, glass and hardware, restoration of the site, final lien releases, as-built drawings and project close out documents.		
TOTAL:		

Notes:

1. This attachment is to be included in TAB 6 of the Offeror’s Proposal.
2. These General Condition items are to be handled by the CMR on a reimbursable basis and include, but are not necessarily limited to the items described above.

Attachment B.1

**CMR CERTIFICATION
REGARDING CRIMINAL CONVICTIONS**

The completed form from the CMR is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. Rape, forcible sodomy or object sexual penetration, where the offender was more than three years older than the victim, as set forth in Va. Code Ann. § 18.2-370.4, and
3. A sexually violent offense, as set forth in Va. Code Ann. § 18.2-370.5.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of the Contract with Arlington Public Schools and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

Name of CMR

Signature

Name and Title (please type or print)

Address of Firm

Telephone

Date

Attachment B.2

STANDARD LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH STANDARD PERFORMANCE
BOND IN FAVOR OF THE OBLIGEE CONDITIONED ON THE
FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

BOND #: _____
AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That

(insert full name or legal title of Contractor and address)

as Principal, and _____

(insert full legal title of the Surety)

a corporation duly organized under the laws of the State of _____ and qualified to do business in
Virginia, having its principal place of business at

as Surety, are held and firmly bound unto the Arlington Public Schools and

(name of the Agency or Institution of the Commonwealth)

as Oblige, in the amount of _____ Dollars (\$_____), for the
payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20____, entered into a contract
with _____ Oblige _____ for
_____ the

**Construction Management at Risk Services for the Arlington Career Center Renovation and Expansion
Project, Contract 80FY19**, which contract (the "Contract") is by reference expressly made a part hereof.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly
make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution
of the work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force
and effect, subject however, to the following conditions.

The Principal and Surety hereby jointly and severally agree as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal but who has no contractual relationship, express or implied, with the Principal, for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, is one who has a direct contract with the Principal, express or implied. "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.
2. Subject to the provisions of paragraph 3, any claimant, who has performed labor or furnished material in accordance with the Contract Documents in the prosecution of the work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any damages, costs or expenses of any such suit.
3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within ninety (90) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph.
4. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.
 - b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.

Signed and sealed this _____ day of _____, 20_____.

Principal

Witness

By: _____
Title

Surety

(SEAL)

Resident Virginia Agent
By: _____
Title

AFFIDAVIT AND ACKNOWLEDGMENT OF SURETY

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, To-wit:

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he/she is attorney-in-fact of the _____ (Name of Surety), that he/she is duly authorized thereby to execute in its behalf a certain (payment) bond in the sum of _____ Dollars (\$_____), dated the _____ day of _____, 20____, wherein Arlington Public Schools is the Obligee, _____ is the Principal and _____ is Surety, by virtue of a certain power of attorney made by said Surety, dated _____ and _____ RECORDED in the Clerk's Office of the Circuit Court of _____, Virginia, in Deed Book _____, Page _____, or Instrument # _____ / NOT RECORDED (check applicable box); that the said power of attorney has not been revoked; that the said Surety is legally qualified to do business in Virginia; and, that the said _____ thereupon, in the name and on behalf of the said Surety, acknowledged the aforesaid bond as its act and deed.

Given under my hand this _____ day of _____, 20_____ .

Notary Public

My Commission expires: _____

END OF SECTION

Attachment B.3

STANDARD PERFORMANCE BOND

BOND #: _____
AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That _____

(insert full name or legal title of Contractor and address)

as Principal, and _____,

(insert full legal title of the Surety)

a corporation duly organized under the laws of the State of _____ and qualified to do business in Virginia, having its principal place of business at _____,

as Surety, are held and firmly bound unto the Arlington Public Schools and _____,

(name of the Agency or Institution of the Commonwealth)

as Obligee, in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20_____, entered into a contract with Obligee for the **Construction Management at Risk Services for the Arlington Career Center Renovation and Expansion Project, Contract 80FY19**, which contract (the "Contract") is by reference expressly made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee, or either of them of any extension of time for the performance of the Contract, or any other forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, to all of which this Obligation shall be fully applicable, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one (1) year after: (a) completion of the Contract, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such.

The Surety hereby certifies that this Performance Bond shall be effective as of the date the Contractor signs the Contract.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this _____ day of _____, 20_____.

Principal

Witness

By: _____

Title

(SEAL)

Surety

Resident Virginia Agent

By: _____

Title

AFFIDAVIT AND ACKNOWLEDGMENT OF SURETY

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, To-wit:

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he/she is attorney-in-fact of the _____ (Name of Surety), that he/she is duly authorized thereby to execute in its behalf a certain (performance) bond in the sum of _____ Dollars (\$_____), dated the _____ day of _____, 20____, wherein Arlington Public Schools is the Obligee, _____ is the Principal and _____ is Surety, by virtue of a certain power of attorney made by said Surety, dated _____ and _____ RECORDED in the Clerk's Office of the Circuit Court of _____, Virginia, in Deed Book _____, Page _____, or Instrument # _____ / NOT RECORDED (check applicable box); that the said power of attorney has not been revoked; that the said Surety is legally qualified to do business in Virginia; and, that the said _____ thereupon, in the name and on behalf of the said Surety, acknowledged the aforesaid bond as its act and deed.

Given under my hand this _____ day of _____, 20_____.

Notary Public

My Commission expires: _____

Contractor: _____

Name of Surety: _____

Address: _____

Suite: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Agent Information:

Contact Person: _____

Firm Name: _____

Address: _____

Suite: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

END OF SECTION

Attachment C

CONSTRUCTION MANAGER AT RISK STANDARD SCOPE OF SERVICES

PROJECT INFORMATION.

Project Title: Arlington Career Center Renovation and Expansion
Location: 816 S. Walter Reed Drive, Arlington, VA 22204
Description: To be completed upon award of the Contract for Pre-Construction Phase Services

I. CMR RESPONSIBILITIES. (Applicable to both Pre-Construction Phase and Construction Phase Services)

A. General Responsibilities. The CMR shall perform all the services required under the CMR Contract(s) as directed in writing by APS and as specified in Change Orders. The CMR is responsible for providing the management, quality control, budget control, schedule control, and administrative tasks needed to perform the services in an expeditious and economical manner consistent with the CMR Contract and the best interests of APS.

B. Services to be provided. The CMR will provide Pre-Construction Phase Services and, if a Guaranteed Maximum Price (GMP) and other Contract terms are agreed, Construction Phase Services, and also professional, technical, administrative, and clerical personnel as needed to complete the Construction Phase Services including, but not limited to, those described in this RFP. The services described or specified shall not constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The lump sum prices offered in the attached Proposal shall include all Phase 1-Pre-Construction Phase Services Contract Work described in this RFP, except those specifically designated as Additional Services. The CMR shall provide Additional Services on the basis of priced Change Orders.

C. CMR Staff.

1. **Core CMR Staff.** The CMR shall assign and dedicate personnel to this Project sufficient in number, and with the requisite expertise and experience, to perform the duties described in the CMR Contract. APS anticipates that the CMR will supplement the core staff as needed throughout the entirety of the Work with other employees, and/or Subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the Project.

Such supplemental staff will be provided at no additional cost to APS. Having adequate CMR staff at the entirety of the Work is a requirement of the Contract and is the responsibility of the CMR. APS has the right to request additional staff with requisite experience be added to the Work at any time at no cost to APS if, in its sole discretion, it feels the Project is under or incorrectly staffed.

2. **Removal of CMR Employees.** APS shall have the right to remove immediately any CMR employee at any time during the duration of the Phase 1-Pre-Construction Phase Services Contract and, if awarded, the Phase 2-Construction Phase Services Contract if it determines, in its

sole discretion, that the employee is not of the level of competence or ability required under the Contract, or if the employee is for any other reason found to be unsuitable for the Work.

3. **Personnel Replacements.** In the event that any personnel named in the Proposal is unable to perform his/her duties due to death, illness, resignation from the CMR's employ, APS request for removal, or any other reason, the CMR shall promptly submit to APS, in writing, the name and qualifications of a proposed replacement according to the approved succession plan. The CMR shall make any approved substitutions at no increase in the Contract Price and the first 30 days of any replacement personnel shall be at no cost to APS to allow for a transition period.
4. **Failure to Provide Qualified Personnel.** CMR personnel must meet the stated requirements in the Request for Qualifications and Request for Proposal documents and be acceptable to APS to perform the contracted services. APS may deem repeated failure or excessive delay by the CMR to provide qualified personnel, or qualified replacement personnel as an event of default under Article 14.1 of the Contract Terms and Conditions.
5. **Subcontractors.** APS shall approve in writing any proposed Subcontractor required by the CMR for services covered by the CMR Contract before the CMR awards the Subcontract or agreement. APS has the right to remove any Subcontractor's employee APS deems to be incompetent, careless, not working in harmony with others on the Project, or otherwise objectionable. Any substitution of approved Subcontractors shall likewise be subject to prior approval of APS.

D. Record Keeping and Progress Reports

1. **Record Keeping.** A primary responsibility of the CMR is to prepare correspondence and other documentation and to maintain accurate and detailed records of the Project's progress during each Phase. The CMR will research and prepare draft submittals for APS and the A/E in connection with APS's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.
2. **Progress Reports.** The CMR shall prepare periodic reports for APS to document Project actions and to keep APS's Project Manager apprised of progress. The reports shall cover all relevant topics, including Project Schedule, budget, submittals, Change Orders, clarifications, meetings, and other topics conducive to the success of the Project. The CMR shall maintain frequent contact by email, telephone, site visits, meetings, etc., with all parties involved with the Project and submit prepared progress reports to APS no less than monthly.

E. Project Schedule. (See Specification Section 01 32 00 Construction Progress Documentation).

F. Meetings. The CMR will schedule, attend and conduct meetings as necessary for the successful completion of the Project and as directed by APS. In conjunction with meetings, the CMR will schedule and arrange for meeting places; provide advance notice of meetings to attendees; prepare and distribute agenda to all attendees before meetings; and chair meetings, addressing all old and new business, recording minutes which shall be distributed to APS and all those in attendance at the meeting within five (5) Days following the meeting, and controlling discussions to focus on results and the resolution of problems.

G. Office Facilities. Prior to the commencement of construction, the CMR is required to set up and maintain any required IT services for the Site offices.

1. **CMR Staff.** (See Specification Section 01 50 00 Temporary Facilities and Controls).
 2. **APS Staff.** The CMR is to include on Site equivalent connected work space for two (2) APS staff located within temporary facilities separate from the CMR staff. APS staff will provide their own computer-related equipment.
 3. **A/E Staff.** A/E staff will be on Site and require space for one (1) staff personnel in the shared workspace area.
- H. Subcontractors.** The CMR shall hold Project marketing conferences with the trade community. The CMR shall be responsible for completing a trade packages procurement plan.
- I. Limitations on Authority.** APS reserves for itself certain duties and authority, and the CMR shall not perform them. The CMR shall provide recommendations on the following items on its own initiative for APS approval and authorization:
- Deviations from the Construction Contract Documents.
 - Substitutions of materials or equipment.
 - Obligation of expenditure of APS funds.
 - Initiation of any action unilaterally which will create a financial obligation, time delay or extension, or reduce the Project quality.
- J. Mandatory Cost Limitation.** APS will provide an initial mandatory design-to construction cost limitation (also referred to as funding available and budget) for this Project based on the approved preliminary design. APS will provide the final design-to construction cost limitation at the conclusion of Schematic Design. It is the CMR's responsibility to assist the A/E in meeting the initial and final mandatory design-to construction cost limitation insofar as required by the CMR's scope of services. If at any time the CMR determines that the design-to construction cost limitation will be exceeded for any reason, it shall immediately provide written Notice to APS.
- K. Disposition of Materials.** Upon termination or completion of all Work under the Contract, the CMR shall dispose of all excess materials and debris produced during the performance of the Contract as directed by APS, or as specified in other provisions of the Contract Documents. All materials produced, or required to be delivered under the Contract become and remain the property of APS at the time of their creation or delivery.
- L. Additional Services.** APS may issue individual Change Orders for Additional Services as required. Such Change Orders will specify work for the CMR to perform and APS and CMR will agree to a total price according to the unit prices offered for the effective Project Phase in the Proposal, and the direct Subcontractor cost. The CMR will price each Change Order and will provide a time of performance determination for APS review and approval. The CMR shall perform the Additional Services upon the direction of APS by Change Order. The Terms and Conditions and General Conditions as applicable of the Phase 1 and Phase 2 CMR Contracts apply to Additional Services performed. See Specification Section 01 26 00 Contract Modification Procedures.
- M. Outreach.** The CMR shall participate in outreach efforts as necessary in order to communicate Project issues with school staff, county staff, and/or general public.
- N. Building Information Modeling.** The CMR will provide all necessary technical resources to support the creation, use and maintenance of the BIM model in Revit from the completion of the Schematic Design Phase through Project Closeout.

II. PHASE 1 - PRE-CONSTRUCTION PHASE SERVICES

A. General CMR Responsibilities. During the Pre-Construction Phase, the CMR shall expeditiously review the design documents.

1. Formal design Submissions within the Pre-Construction Phase consist of Drawings and Specifications provided by the A/E at intervals that typically include, but are not limited to:
 - Concept Design,
 - Schematic Design,
 - Design Development,
 - 65% Construction Documents, and
 - 95% Construction Documents(individually referred to as a Design Submission, collectively referred to as Design Submissions).
2. During Concept Design the A/E will develop a minimum of three (3) design concepts representing a range of construction costs.
3. The CMR shall provide Pre-Construction Phase Services described herein for each of the concept options. At the conclusion of Concept Design a single design concept will be selected.
4. Throughout the Pre-Construction Phase the CMR shall work with the A/E, APS, and APS consultants in a cooperative team effort to review and improve each Design Submission to achieve a comprehensive and complete set of Construction Documents.
5. As part of the A/E's planning effort, the CMR shall participate with APS and the A/E in advising a potential "Early Start" for construction packages and phasing of the multiple Project components. The CMR's principal tasks during the Pre-Construction Phase are as follows:
 - Reviewing Documents for the purposes of identifying and assisting in the correction of any defects, conflicts, ambiguities, discrepancies, omissions, errors, or lack of clarity in the Phase 2 – Construction Phase Services Contract Documents
 - Reviewing and preparing cost estimates
 - Preparing and updating proposed construction schedules
 - Participating in Value Engineering exercises
 - Developing construction Subcontractor trade packages and contracts
 - Performing administrative and other services
 - Providing Construction Phase safety plan
 - Providing Construction Phase QA/QC plan
 - Providing a GMP for the construction of the Project

B. Project Procedures Manual. The CMR shall meet with both APS and the A/E immediately upon notification of award or intent to award to develop a Project Procedures Manual. The purpose of the Project Procedures Manual is to establish administrative procedures for guidance to the CMR in the performance of CMR services. This document is not a Contract Document and shall not modify in any way any requirement, provision, term, right or obligation set forth in the Contract Documents. Unless directed otherwise by APS, the CMR shall submit the manual to APS for approval within twenty-one (21) days of issuance of the Phase 1-Pre-Construction Phase Services Contract notice to proceed (NTP).

The CMR shall be responsible for creating and maintaining any revisions to the Project Procedures Manual which will contain, but is not limited to, the following:

1. **PURPOSE:** statement of purpose of the manual
2. **KEY PROJECT PERSONNEL:** list of all key personnel, titles, addresses, telephone numbers, brief Project job description – includes CMR, APS, A/E, etc.
3. **CORRESPONDENCE:** list types of written communications, identifying the key personnel responsible for each type of communication, who must be informed and copied, how to document meetings and record telephone conversations or instruction and confirm such, etc.
4. **REPORTS TO APS:** list the reports, due dates, contents of each, and distribution
5. **RELATIONSHIP WITH A/E, APS, and APS CONSULTANTS:** the following minimum items are to be covered in order to clarify relationships and responsibilities: Special Conditions, General Conditions, and Supplemental General Conditions, Drawings and Specifications, Substitution Policy, Shop Drawings, Modifications and Changes, Surveys and Testing Laboratories, Proposed Bid Packages, Approved Procurement Documents, Subcontractor Pre-Qualifications, On-Site Inspection, Plan Interpretations, etc.
6. **HOME OFFICE RESPONSIBILITIES:** List responsibilities to be directed and coordinated by the CMR Construction Executive such as Resource Allocation, Overall Project Schedule and Cost Control, General Home Office Supervision, and what is included.
7. **FIELD RESPONSIBILITIES:** Responsibility for performance of all work at the job site will be delegated to the CMR Project Manager. List all duties and responsibilities, and supplementary reporting and record requirements.
8. **REPORTS AND CORRESPONDENCE SUMMARY:** Summarize all the above reference reporting and correspondence procedures, providing index and copy of forms.

C. Document Review. The CMR will participate in all A/E document reviews including, but not limited to, APS, Regulatory, ADA, and Constructability reviews. The CMR shall advise APS of any defects, conflicts, ambiguities, discrepancies, omissions, errors, or lack of clarity in proposed Phase 2-Construction Phase Services Contract Documents, and/or the applicability of proprietary materials or processes. Unless directed otherwise by APS, complete document review comments shall be provided to APS within twenty-one (21) days after each Design Submission and shall be in a format compatible with the design phase quality control software described in section II.C.3.

1. **Design Submissions.** The CMR shall expeditiously perform document reviews on all A/E Design Submissions. Each submission may require multiple revisions and reviews as a Basic Service before approval by APS. The CMR reviews shall be for the purpose of advising on all design, constructability, and maintainability issues including but not limited to Site use and improvements, selection of materials, availability of long-lead items, building systems and equipment, and construction phasing. The CMR shall perform detailed design reviews of all building systems, including but not limited to, sprinkler systems, fire alarm systems, egress (safety) requirements, security systems, and assure that designs of these systems and elements comply with APS project requirements. The CMR shall also perform detailed technical and code review of all drawings.
2. **Types of Document Reviews.** APS requires that A/E Design Submissions undergo the following general types of document review.

APS Review. APS's Design & Construction office and other various APS Departments perform a review to ensure that Design Submissions satisfy established functional and space requirements of the Project. The CMR will assist APS in conducting these reviews. This review will include, but is not limited to erosion and sediment controls, stormwater management, LEED/sustainability, construction phasing, and occupied construction, as applicable.

Constructability Review. The CMR is responsible for expeditiously conducting the constructability review. The required primary elements of the CMR's constructability review are:

- Drawings are complete and coordinated among disciplines.
- Materials, processes, equipment, and labor are available, non-proprietary, and appropriate according to best industry practice and LEED requirements.
- Defects, conflicts, overlaps, ambiguities, discrepancies, omissions, errors, or lack of clarity in documents are identified for correction.
- Planning for use of the Site accommodates access, logistics, and storage.
- Existing conditions are shown correctly and adequately.
- Protection of historic features to be preserved is adequate.
- Incorporation of new systems preserves without damage designated historic fabric and features.
- Requirements of APS design requirements.
- All required construction work is included in the Contract Documents.
- Construction details are workable.
- General Conditions Items are properly addressed.

Building Envelope & Commissioning Review. APS will use term contract consultants to conduct Design Submission reviews and provide comments, but such additional reviews shall not reduce, limit or restrict the design review responsibility of the CMR. The CMR will assist APS in coordinating these reviews and tracking action items.

3. **Document Review Comment Administration.** For all Design Submissions from the A/E, the CMR shall administer and maintain a Design Phase quality control software, such as Dr. Checks (supplied by APS), in order to document, track, and manage all design comments/input, regardless of the source, to ensure they are resolved, responded to, and incorporated into the documents as required. The CMR shall be responsible for entering all issues in the software at each Design Phase, ensuring the A/E team provides a sufficient response to each issue in the software, and back checking to ensure all relevant responses are included in the Construction Phase bid documents. The CMR shall consolidate review comments into a single document review report, including the CMR's cost estimate review comments and APS review comments.
4. **Document Review Meetings.** Following all Design Submissions, the CMR shall schedule, coordinate, attend, participate in, and provide meeting notes from focused design review meeting(s) consistent with its obligations under Part I.F of this Scope of Services. Completion of a Design Phase is considered to have occurred when the CMR provides written confirmation that all identified defects, conflicts, ambiguities, discrepancies, omissions, errors, or lack of clarity in the submitted documents have been corrected or shall be addressed to be corrected in a preceding Design Phase.

D. Progress Document Reviews. During the entire design process, the CMR shall make periodic reviews of design Drawings and Specifications to advise the A/E on design decisions that do not fit within the Project budget or Project Schedule. These reviews should be performed as required by the

Project demands but no less than monthly.

E. Cost Management.

1. **Cost Model.** The CMR shall lead the Project team in collaboratively creating a cost model for the Project based on the approved Project funding available and submit to APS for approval within fourteen (14) days of issuance of the NTP. The model is to identify the cost of each of the areas of the work based on the building component format, or other format as agreed by APS, and the specific assumptions used to develop the cost. The CMR costs (general conditions, fee, and CMR contingency) shall NOT be subject to escalation and/or design contingency. The cost model will provide the base from which the subsequent cost estimates can be evaluated to identify areas of cost concern.
2. **Cost Studies/Estimates.** The CMR will prepare a complete Cost Study using Drawing and Specifications provided by the A/E at each Design Submission. Unless directed otherwise by APS, the Cost Study shall be provided to APS within twenty-one (21) days after each Design Submission. Due to the changing economic climate, all cost estimates are to be construction-based not data-based, that is, the CMR is to develop its estimates with its in-house capabilities and test its estimates from pricing of trade work directly from the market place rather than exclusively based on the data retained in the CMR's files. During development of the Cost Study, the CMR shall work closely with the A/E to understand the various aspects of the design and components of the Project.

Cost Studies shall include the following:

- Detailed Estimate – showing work items and the methodology for establishing the value for each item. Estimates shall be in a format acceptable to APS and shall include a complete detailed take-off reflective of the level of development provided in the drawings and specifications.
- Contingency – contingency shall be included in every cost study and finalized in the GMP.
- Escalation – escalation costs/factors shall be considered and identified
- Pricing of alternative design options
- Clarifications and Qualifications indicating any specific assumptions made in the development of the estimate
- Identification of all documents used in the development of the Cost Study
- Value analysis options including the associated cost savings or added costs and any benefits/disadvantages related to each option
- Identification of Project Schedule demands that significantly affect Project cost
- Comparison to previous estimates and the reasons for any differences

The A/E is also required to provide a cost estimate after each Design Submission. The CMR will work with the A/E to reconcile the cost estimates and ensure that both estimates are based on the same scope and assumptions. The result of the reconciliation process shall be a single estimate to which both the CMR and A/E agree reflects the estimated cost of the Project. The reconciled cost estimate will be used to determine whether the A/E has met its contractual obligation to design the Project within the funding available. Following APS approval of the reconciled cost estimate the CMR shall prepare an expenditure-forecast schedule (Project cash flow) based on the cost estimates.

In the event that the cost estimate exceeds the approved Project funding available APS reserves the right to direct the CMR to (and the CMR shall) work in conjunction with the A/E to redesign the

Project as necessary to maintain the Project requirements and meet the approved funding available without any additional compensation to the CMR. The CMR shall provide timely advice to APS on cost reducing alternatives which can be employed without impairing the overall quality level of the Project, and participate in all cost reduction work sessions conducted by APS. The CMR, at no extra cost, is also required to provide cost estimates on an ad hoc basis in the early design phases to respond to reviews of different design options as well as cost comparisons of different building systems.

After the CMR develops the first Project cost estimate based on its review of the A/E drawings and commentary, and after each successive Design Phase Project cost estimate and cost reconciliation, the CMR will produce and maintain a Trending Log to track and show the cost impact to the estimate of Project decisions made during the Design Phase. The CMR will update the Trending Log and distribute it to the Project team (APS, A/E, CMR) at least every month until the Construction Documents are approved for construction.

- F. Schedule Control.** Immediately following CMR selection, a Project Schedule, inclusive of both Phase 1 (Pre-Construction) and Phase 2 (Construction) Work, shall be developed by the CMR and unless directed otherwise, submitted to APS for approval within fourteen (14) days of NTP. The CMR shall consult APS, the A/E, governing entities, and other Project stakeholders to understand all Project activities and projected timelines. At minimum, the Project Schedule shall be updated monthly thereafter. This Project Schedule shall include, at a minimum, activities for: developing Drawings and Specifications for the various stages of design, CMR estimating activities, preliminary Project construction activities, permitting and other regulatory reviews, various V/E and systems analysis activities, key APS and Project team decisions, and Project milestones. The CMR may also be asked to develop schedules related to construction sequencing options. The CMR is responsible to monitor the schedule during the Pre-Construction Phase to ensure that the schedule is maintained, advising APS of any deficiencies in adhering to the schedule by any party.
- G. Staging, Logistic, and Phasing Review.** The CMR shall work with APS and the A/E to establish the limits of construction, routes for deliveries, staging areas, parking areas for construction personnel, working hours, pedestrian/vehicular access and egress, erosion and sediment controls, stormwater management, tree protection/preservation, construction sequencing/phasing, temporary utilities, and any other items that affect the areas adjacent to the Project site so as to limit the impact of construction activities to adjacent areas or operations while minimizing Project costs given the Site constraints, including all conditions of the Use Permit. The CMR shall produce illustrations showing recommendations for staging, logistics, and phasing elements.
- H. Cash Flow Forecasts.** The CMR shall provide, at APS's request, forecasts on anticipated billings for the Project. Such forecasts are for planning purposes only and shall not in any way dictate the actual billings or payments made during construction.
- I. Record Keeping.** The CMR shall maintain file copies for APS and the A/E in connection with APS's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project. The CMR shall maintain file copies of all Design Submissions and review comments. The CMR will organize, index, and maintain the hard copy paper and computer records so they are easily accessible and retrievable. The CMR shall use the contract and document management software specified by APS.
- J. Value Engineering (VE).** The CMR shall, after a complete review of the Project program and understanding of the intent of APS and the A/E, provide VE services as described below and offer cost savings suggestions and best value recommendations to APS. All recommendations must be

fully reviewed with APS and approved prior to implementation. APS views VE as an ongoing process. The CMR is expected, therefore, to be pro-active and participate on an ongoing basis relative to VE ideas.

VE efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. VE studies shall include life cycle cost analysis as may be required to achieve an appropriate balance between costs, aesthetics and function particularly where VE affects the Project's energy or acoustical performance. VE efforts shall also take into consideration applicable constructability issues. The CMR shall notify, in writing, APS upon observing any features in the design that appear to be ambiguous, confusing, incomplete, conflicting or erroneous. All VE studies must be provided on a timely basis within the design schedule. VE studies shall be continuous as the design is being developed. The CMR shall maintain a VE log inclusive of VE item description, cost, and Project team's recommendation (accepted, pending, rejected).

There shall be a major **VE Study Report** at the Design Development (DD) submission (utilizing the DD documents) which shall include, but not be limited to, the items noted below, conducted and/or provided by the CMR. Although the major VE session is expected at DD, it is not intended to be the only VE discussion; rather it is anticipated that most of the potential VE savings be identified prior to the DD documents:

1. Develop VE concepts for consideration at the session noted in (2) below (it is anticipated that the A/E will be concurrently conducting a similar activity);
2. Brainstorming session(s) with design team;
3. Written cost studies shall be produced and submitted to APS within one (1) week of the final brainstorming session and shall include the original cost of the VE item based on the original design and the cost of the VE item to identify the cost savings or add for each item;
4. Formal presentation of the study to be conducted by the CMR with the Project Team at which time APS will make its VE decisions; it is anticipated that this presentation will be a 1-day effort; and,
5. Formal submission of the VE study document inclusive of a summary of VE items, applicable cost savings, selected items and their corresponding cost savings.

The CMR shall also conduct VE studies during the remainder of the Pre-Construction Phase Services to evaluate specific items as requested by APS.

The CMR takes the lead on this VE effort inclusive of compiling all VE ideas from all Project Team members (A/E, CM and APS), determining the applicable dollar value of each and conducting the VE session with the Project Team at which time the team makes its recommendations to APS. When the CMR documents the VE ideas, the CMR is to show how the dollar values were derived for each VE item; that is, documentation of the detailed cost of the Work as originally designed per the current estimate and the detailed estimate of the VE item to determine what cost savings, if any, is projected.

The CMR is to anticipate the need for VE as part of the design schedule; that is, at the commencement of each Design Phase and the determination of the due dates for the Design Submission and associated cost estimate and reconciliation.

Note: As noted above, VE relates to the achievement of an appropriate balance between costs, aesthetics and function. Based on this, VE should be conducted at each Design Submission

regardless of whether the Project costs are within the designated Project budget; that is, the Project Team needs to confirm that APS is getting the best “value.”

K. High-Performance Building, Net-Zero Energy, Water Reclamation and Sustainability. The CMR shall implement practices and procedures to meet APS’s high performance building goals, which may include, but is not limited to, achieving net-zero energy, water reclamation and reuse, WELL Building Standard certification & LEED Platinum certification. Specific Project goals that impact the CMR include:

- Coordination of all trades and Work required to meet or exceed the building performance model(s).
- Oversight and verification of the data required to be captured from all building systems specified and controlled and relayed to the Building Automation System and Building Dashboard system.
- Coordination and oversight of the building envelope construction and testing
- Coordination of Subcontractors (waste haulers) related to Construction and Demolition Waste Management.
- Coordination of Subcontractors related to compliance with a Construction Indoor Air Quality Management Plan.
- Special Substitution Requests for WELL and LEED Initiatives.
- Compliance with Specified Material and Documentation Requirements Related to the Use of Recycled-Content Materials; Use of Locally/Regionally-Manufactured Materials; Use of Low-Emitting Materials; and Use of Certified Wood Products.

Note that Commissioning will be performed by an independent 3rd party commissioning agent, in accordance with net-zero energy, WELL & LEED requirements.

The CMR shall help ensure that the requirements related to these goals, as defined in the Project Specifications, are implemented to the fullest extent. Substitutions or other changes to the Work shall not be allowed if such changes substantially compromise the specified Building Performance Criteria.

L. Quality Control Program. The CMR shall develop a quality control program to be incorporated into the Project Specifications.

M. Safety Program. The CMR shall develop a safety program to be incorporated into the Project Specifications.

N. Extended Transition to Operations Protocol (eTOP). The CMR shall assist with implementing eTOP into the Construction Documents.

O. Use and Building Permits. The CMR shall assist in preparing documents for Use Permit and Building Permit submission and in obtaining Use Permit and Building Permit approval from the Arlington County Government.

P. Design-Assist Subcontracting. The CMR shall provide recommendations on potential Design-Assist (D-A) subcontracting and provide an explanation on why it is expected to be in the best interests of APS. If approved by APS, the CMR shall issue the Design Development documents to solicit D-A subcontractors to include, but not be limited to, MEP, exterior skin, and structural trades as recommended by the Project team.

The CMR's award to the selected D-A subcontractor shall be based on technical qualifications and an initial guaranteed maximum price (iGMP). The iGMP shall consist of a complete take-off broken down into material and labor (including productivity factors), itemized general conditions, overhead and profit, contingencies, escalation, assumptions, and any supporting documentation prepared in the take-off of the work. The A/E will review and comment on the iGMP. The CMR shall recommend D-A subcontractor award for APS approval. If approved by APS, a target design value (TDV) shall be assigned.

The CMR, A/E, and D-A subcontractors shall prepare independent estimates at the subsequent A/E document milestones. The estimates shall be reconciled with the participation of the A/E. Final GMP shall be awarded on the basis of 95% Construction Documents, or as otherwise directed by APS, including all applicable Addenda, with a complete take-off and wage rates. The GMP, including the CMR Contingency, must include all compensation to the CMR for Construction Phase Services, other than those changes resulting from a material change to the scope of work and which were not reasonably foreseeable from the Drawings and Specifications upon which the GMP is based. Discrepancies with the TDV must be justified and itemized scope changes quantified with a complete breakdown of costs.

Any D-A subcontractor shall be an active participant in the design process, suggesting alternatives, testing the market, and providing constructability comments and ad hoc estimating services. The CMR shall be responsible for overseeing and managing D-A subcontractors and ensuring that they are performing the appropriate services. D-A participation shall not be a substitute for, nor in any way release CMR from, CMR's design review responsibilities.

At any point prior to the CMR's award for construction to a D-A subcontractor, APS may, at its sole discretion and without penalty, have the CMR discontinue with the applicable D-A subcontractor and direct the CMR to bid the applicable trade package based on the 95% Construction Documents.

Q. GMP and Procurement Services. At the point of 95% completion of the Construction Documents for the Project, or as otherwise directed by APS, the CMR shall develop and provide to APS a GMP that will include all construction costs, and all other projected costs inclusive of the CMR's quoted Construction Phase and General Conditions fees and CMR Contingency but excluding the Owner's Construction Contingency. The GMP, including the CMR Contingency, must include all compensation to the CMR for Construction Phase Services, other than those resulting from a change to the scope of work which is material and not reasonably foreseeable from the Drawings upon which the GMP is based. The GMP shall display each proposed trade contract amount; the CMR's fixed fee; and all Project related costs, i.e. bonds, personnel, payroll benefits, etc. **Unless directed otherwise by APS, the CMR shall provide the GMP to APS within 6-8 weeks of the 95% Construction Documents Design Submission.** The CMR shall hold all construction Subcontractor, equipment, and materials contracts directly, and have full responsibility. The CMR may only self-perform 10% of the Work, by value, and, for the remaining 90% of the Work, by value, the CMR must procure it by publicly advertised, competitive sealed bidding to the maximum extent practicable.

The GMP must not exceed the approved Project funding available and budget. In the event that the cost estimate exceeds the approved Project funding available and budget APS reserves the right to direct the CMR to (and the CMR shall) work in conjunction with the A/E to redesign the Project as necessary to maintain the Project requirements and meet the approved funding available and budget without any additional compensation to the CMR.

Unless directed otherwise by APS, the CMR shall utilize the 95% Construction Documents as prepared by the A/E to invite and receive competitive bids on all trade packages and/or materials as a

basis for each GMP submission.

APS expects to be a full participant in the qualification, evaluation, and selection of trade package Subcontractors. The CMR shall make available at any time prequalification forms, trade package scope of work documents, trade package bid forms, etc. such that the GMP development remains open and transparent.

The Construction Documents for the Project are deemed to be 95% complete when the Project can be constructed from the information provided without (i) material changes in scope of Work or (ii) material increases in the cost of performance, neither of which are reasonably foreseeable from the Drawings or Specifications

The CMR shall provide the services described here including, but not limited to, the following:

1. **Procurement Plan.** The CMR shall expeditiously prepare a Procurement Phase plan and estimated procurement schedule, to include all planned Subcontractor packages, any anticipated groupings of packages, all potential Offerors and/or Bidders listed by package, and all activities necessary to award all construction Subcontractor, equipment, and material contracts including Pre-Proposal and Pre-Bid Conferences. The Procurement Plan shall be submitted to APS for review and approval.
2. **Long Lead Items.** The CMR shall identify, expedite, and coordinate with all Subcontractors and/or suppliers the ordering and delivery of any materials requiring a long lead time and/or mock-ups to review technical and aesthetic criteria. Long lead items are defined as items which may affect the orderly and timely completion of the Project or any component thereof.
3. **Prequalification.** The CMR will administer the prequalification of prospective Subcontractors for certain critical construction packages, subject to final approval by APS. Prequalification criteria shall include experience, past performance, financial capability, technical capability, and quality capability.
4. **Scope of Work for Trade Packages.** The CMR will develop draft scopes of work based on the 65% Construction Documents; in addition, each scope of work shall include but not be limited to, anticipated working hours to address APS's concerns with noise and vibration, coordination between or among trades, outages, temporary facilities, (if required), temporary heat and electric (if required), hoisting, etc. and identification of Work to be performed that is not specifically noted in the primary specifications sections for the specific trade. The CMR shall base the final scopes of work on the 95% Construction Documents.
5. **Marketing.** The CMR shall procure Subcontractor packages by publicly advertised, competitive sealed bidding to the maximum extent practicable. In addition, the CMR will canvas the market to evaluate contractor interest, and prepare a source list of potential equipment and material vendors and construction Subcontractors for APS. The CMR shall document all contacts made as part of this process. At the request of APS, the CMR will suggest strategies for expanding competition by stimulating more contractor interest.
6. **Pre-proposal and/or Pre-bid Conference(s).** The CMR shall conduct Pre-proposal and/or Pre-bid Conference(s) for the benefit of potential construction Subcontractors. The CMR shall schedule the meeting(s), publicize the meeting(s), prepare agendas, and record minutes. The CMR shall invite APS to attend.

7. **Site Visits.** The CMR shall conduct Site visit(s) for the benefit of potential construction Subcontractors. The CMR will be responsible for scheduling and/or publicizing the visit(s).
 8. **Addenda /Amendments.** The A/E will prepare Construction Document addenda/amendments, with the assistance of the CMR and APS, for the construction Subcontractors as necessary and in response to the CMR's request for information and/or clarification.
 9. **Bid/Proposal Evaluation.** The CMR will prepare technical analyses of Subcontractor bids and proposals, compare and evaluate the bids and proposals, and make recommendations to APS regarding award by the CMR of the equipment and material contracts, Construction Subcontracts, and any additive bid items.
 10. **Negotiation.** The CMR will provide all support and conduct equipment, material, and construction Subcontractor negotiations, if necessary, before finalizing the corresponding Subcontract(s).
 11. **Distributing Information.** The CMR will distribute all information to potential Subcontractors as required for marketing.
 12. **GMP Proposal Submission.** Based on the trade bids received, the CMR shall develop a GMP Proposal Submission and shall include the following elements:
 - A list of Drawings, Specifications, and Addenda on which the GMP is based.
 - A list of Unit Prices and Allowance items as well as a statement of their basis.
 - A list of assumptions and clarifications made in preparing the GMP. The CMR shall document any differences between the Drawings and Specifications and the modifications made in the assumptions and clarifications; specifically addressing any changes in the Project's aesthetics, functionality, or performance.
 - Proposed GMP, including a statement of the detailed cost estimate organized by trade categories, Allowances, CMR Contingency, CMR fee, and other items that comprise the GMP.
 - Proposed billable hourly rates for all labor positions, organized by trade categories.
 - An update to the Project's Schedule to which the CMR shall agree to be bound.
- R. Services Covered in Lump Sum Price.** The list of services described in Pre-Construction Phase Services, is not a complete list of the Basic Services APS will require the CMR to perform during the Pre-Construction Phase. During the Pre-Construction Review Phase, the CMR may be required to perform other various tasks for APS within the scope of the Phase 1-Pre-Construction Phase Services Contract. The CMR is responsible for performing all such services as required by APS, within the Contract Price, to achieve the Project goals, including, but not limited to, the services described in this Pre-Construction Phase Services and Standard CMR Services.
- S. Key Deliverables.** The table below outlines key CMR Pre-Construction deliverables. This list is not intended to be exhaustive.

	SOW Ref.	At NTP	Concept	SD	DD	65CD	95CD	GMP
Project Procedures Manual*	II.B	X						
Cost Model	II.E.1	X						
Submission Package								
• Cost Study	II.E.2		X	X	X	X	X	
• Trending Log**	II.E.2		X	X	X	X	X	
• Value Engineering (VE) Log	II.J		X	X	X	X	X	
• Project Schedule**	II.F	X	X	X	X	X	X	
• Staging/Logistics/Phasing Review	II.G		X	X	X	X	X	
• Cash Flow Forecast	II.H		X	X	X	X	X	
• Document Review Comments	II.C		X	X	X	X	X	
Administer Design Review QA/QC	II.C.3		X	X	X	X	X	
VE Study Report	II.J				X			
Quality Control Plan	II.L					X		
Safety Plan	II.M					X		
ETOP into CDs	II.N					X		
Procurement Plan	II.Q.1					X		
Pre-qualified Subcontractor List	II.Q.3						X	
Scope of Work for Trade Packages	II.Q.4					X	X	
GMP Submission	II.Q.12							X

*Updated throughout pre-construction as information becomes available/developed.

**Updated monthly throughout pre-construction.

III. PHASE 2 - CONSTRUCTION PHASE SERVICES.

A. General CMR Services. The performance period for the CMR's Construction Phase Services, if awarded, extends beyond the date of Substantial Completion. The CMR shall coordinate and manage the Work to be performed by all of the Subcontractors through to Final Completion. The CMR shall be responsible for keeping the Project on schedule, and ensuring that the Subcontractors furnish materials and perform the Work in strict compliance with the Contract Documents.

The CMR shall have the authority to require the prompt execution of the Work and to give instructions to require corrective work, whenever such action may be necessary in its opinion to ensure the proper execution of the Contract Documents and/or to protect the interests of APS. The CMR shall coordinate trade contractors and other construction personnel to ensure that the amount, quality, acceptability, fitness, and progress of the Work is in compliance with the Contract Documents. All Work is subject to the final review of APS and A/E. APS will not routinely require prior approval of these actions but reserves the right of review and approval at the discretion of the APS Project Manager.

Promptly upon discovery by any means during Phase 2 Construction Services of any defect, conflict, ambiguity, discrepancy, omission, error, or lack of clarity in the Contract Documents, the CMR shall Notify APS thereof, and with ten (10) Days thereafter Notify APS of the steps the CMR recommends

be taken or has taken to mitigate to the maximum extent reasonably possible any impact on the Contract Time, the Contract Sum, or any other reasonably foreseeable cost impact to APS.

The following is a partial list of Construction Phase Services contract administration activities that the CMR shall perform in cooperation with the A/E and APS consultants for all Subcontracts. For a complete identification of CMR's responsibilities during performance of the Phase 2-Construction Phase Services Contract, see the Construction Documents for the Phase 2-Construction Phase Services Contract:

- Keeping records
- Reporting progress monthly
- Controlling schedules to ensure compliance with the Project Schedule
- Conducting meetings
- Processing submittals
- Processing progress payments
- Coordinating/scheduling/monitoring safety
- Inspecting
- Monitoring testing
- Confirm existing conditions
- Reviewing and managing Subcontractor requests for information (RFIs)
- Reviewing, managing and negotiating Subcontractor change orders
- Processing Subcontractor contract change orders
- Maintaining as-built Drawings
- Performing photographic services
- Coordination of construction sequences and phases
- Generation and presentation to APS of construction phasing
- Use Permit responses
- LEED documentation
- Coordination Drawings
- Community liaison activities
- Procurement of trade permits
- Schedule and coordinate AHJ inspections
- Procurement of inspection and certificate of occupancy approvals
- Ensure compliance with Arlington County erosion and sediment controls and stormwater management
- Ensure compliance with safety and quality control plans
- Coordination with APS forces, vendors, contractors, and consultants
- Extended Transition to Operations Protocol (eTOP) integration

B. Record Keeping. The CMR will maintain at the Project Site, on a current basis, one record copy of all Contract Documents and records, including copies of all correspondence, submittals, progress reports, inspection reports, and related documentation throughout the duration of construction. The CMR will maintain the hard copy paper and computer files according to a filing system provided by or agreeable to APS. The CMR will turn these documents and files over to APS for record purposes as a condition precedent to close out of the Phase 2-Construction Phase Services Contract. The CMR must use APS contract and document management software for record keeping. Examples of documents and files to be maintained (but not limited to) are:

- Correspondence
- Annotated submittals, including approved shop drawings, product data, and samples
- Formal and pending Subcontract and Construction Phase Contract Change Orders and directives with documentation
- Value engineering change proposals

- Claims and supporting documentation
- Minutes from progress meetings
- Budget records to include invoices and supporting documentation
- Documentation of all clarifications and decisions
- Documentation of all dust, noise, fumes or vibrations complaints and their resolution
- Inspection and progress reports
- CMR's monthly status reports
- Construction Trade, material, and equipment contracts/purchase orders
- Drawings and Specifications updated on a current basis to record changes and selections made
- Addenda and Modifications
- Permits, certificates, and governmental approvals
- Phone logs and memos
- Expense records
- Warranties and guarantees
- Project photographs
- Commissioning paperwork and certifications
- Stormwater Pollution Prevention Plans (SWPPP) documentation
- Subcontractor criminal certifications
- Safety log
- Security badge log
- Project Schedule update
- Additional MS4 documentation
- Project closeout implementation

The CMR shall also maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations to include utility layouts (complete with depth of burial) certified by a licensed surveyor or engineer. The CMR will review any surveys and make recommendations to APS for approval or rejection.

C. Progress Reporting. The CMR shall keep accurate and detailed written records of Project progress during all stages of construction. The CMR will prepare progress reports in the format and frequency required by APS, which shall include information on each Subcontractor and its work, as well as the entire Project. APS will provide or approve formats for periodic status reports, including daily diaries, weekly reports, monthly status reports, etc. The CMR will maintain a detailed daily diary of all events that occur at the Site or elsewhere, which affect, or may be expected to affect, Project cost, quality, scope, or progress, or Project Schedule. The CMR's daily diary shall contain at a minimum a record of the weather, each Subcontractor's work on the site, number of workers, identification of equipment and deliveries, work accomplished, problems encountered, and other similar relevant data as APS may require. The CMR will submit weekly reports to APS and A/E on the status of construction, including updated copies of all logs maintained at the Site for Subcontractor and Construction Phase Contract Change Orders, claims, submittals, etc. The CMR will submit monthly reports by the 5th Working Day of each month in 8 1/2" x 11" format including the following information:

- Update of the Project Schedule with analysis
- Percentage of construction in place, planned and actual, for each Subcontractor and the total Project
- Inspection report, list of inspections that the Contract Documents require, and deficiencies, delays, and omissions
- Summary of outstanding and potential problems and issues, including notices of intent to file claims; this monthly report shall not modify any notice of claim or claim submission requirements set forth in the Contract Documents.
- Summary of issues resolved, decisions reached, clarifications, instruction, commissioning etc.

- Summary report on submittals
- Progress Photos documenting ongoing work during the reporting period
- Minutes from meetings held during the month
- CMR Contingency log
- Change Order log
- Request for Information log
- Deficiency log
- MS4 certification/compliance

APS will identify other required reports such as on-Site logs and will furnish or approve formats. Progress reports will always be available to APS and A/E, and the CMR shall turn them over to APS upon request and at completion of the Contract.

- D. Construction Cost Control.** The CMR shall recognize that it is responsible to maintain cost control based on the final approved GMP and advocate accordingly in APS' best interest. The CMR shall develop and maintain an effective system of Project cost control. The CMR shall refine and update the approved GMP, incorporate changes as they are approved by APS, and develop reports and forecasts as needed, or as directed by APS. The CMR shall identify variances between actual and estimated costs and advise APS whenever projected cost exceed allowances or estimates.

The CMR shall check and supervise all material deliveries, equipment, and labor entering the site. The CMR shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requirement accounting records, and afford APS access to these records.

- E. Schedule Control.** The CMR will provide administrative, management, and related services to coordinate the sequence of construction and all related activities, with those of APS and the A/E to manage the Project according to the latest approved Project Schedule. The CMR shall coordinate the sequence of construction and assignment of space in areas where the Subcontractors are performing and will perform Work.

The CMR will generate, at Project's beginning, a Project Schedule. This Project Schedule will break down, by months, all CMR and Subcontractor Project activities through Substantial Completion. In addition to the requirements of Specification 01 32 00 it shall also include APS activities which impact the Project Schedule and the APS occupancy requirements. It shall be kept up to date to reflect construction phasing and commissioning activities.

The CMR will continuously monitor actual progress against the Project Schedule and identify any delays or potential delays. If the CMR encounters or anticipates delays, it will recommend recovery actions to APS's Project Manager to mitigate the delays and implement remedial measures approved by APS, and any extension of time or additional rights and obligations concerning delays shall be controlled by the provisions of the Phase 2 Construction Phase Services Contract addressing time extensions and delays.

- F. Meetings.** The CMR will coordinate, schedule, and conduct: 1) weekly progress meetings; and 2) other meetings that APS deems necessary to discuss such matters as procedures and scheduling. The CMR shall prepare and promptly distribute minutes from each meeting to APS

1. **Progress Meetings.** The CMR will conduct and chair weekly progress meetings held at or near the Site to discuss such matters as procedures, progress, problems, and scheduling.

G. Safety. See Part 12 of Specification Section 00 70 00 General Conditions.

H. Quality Assurances/Inspection. The CMR shall have the overall responsibility for scheduling, coordinating, and inspecting all of the Subcontractors' workmanship, materials, and equipment to ensure strict compliance with requirements of the Contract Documents (including the Drawings and Specifications, subsequent Contract Change Orders, and approved submittals). The CMR shall coordinate with APS third party inspectors and Arlington County inspectors.

The CMR shall provide a Quality Control Superintendent (QCS) with the following duties:

- Manage the approved Quality Control (QC) Plan
- Conduct QC meetings for each definable feature of work
- Ensure that the process for quality control is occurring, including testing, inspections, mock-ups, and the identification and correction of deficiencies
- Manage the process for identifying and documenting deficiencies on a QC log, and facilitate the process for correction and documentation that the corrections have been properly completed, and
- Ensure the overall compliance of the work with the Contract Documents

The QCS shall have experiencing managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for the Project. The QCS shall have experiencing in areas of hazard identification and safety compliance. The QCS shall NOT also serve as the Senior Project Manager, Project Manager, or Field Superintendent.

The QCS will make quality determinations based on the records and inspections, to protect APS against defects, deficiencies, omissions, and delays. The CMR shall advise APS and the A/E of any apparent variation and deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations within the terms of the Contract Documents. Throughout construction the CMR will maintain an up-to-date list of defects, deficiencies, delays, and omissions as well as corrective actions taken.

1. **Substantial Completion Inspection.** See Part 11 of Specification Section 00 70 00 General Conditions
2. **Final Punchlist Inspection.** See Part 11 of Specification Section 00 70 00 General Conditions.
3. **Warranty Inspection.** The CMR shall administer the correction of all warranty claims that originate during the period of the Contract and resolve all claims during the full Warranty Period. The CMR shall participate in a warranty inspection with APS, Commissioning Agent and A/E approximately 9 months into the 1 year Warranty Period and provide a plan for all necessary repairs, replacements, and/or corrective work.

I. Monitor Testing. Under direct contract to APS, third party structural testing and commissioning will be responsible for conducting the required verification tests, retaining all samples, and for submitting test results to APS, A/E, and CMR. The CMR will identify all tests required by the Contract Documents to be performed by the APS contractors, prepare a complete testing schedule, and include such testing schedule in the Project Schedule. The Commissioning Agent will be integral to the generation/verification of this testing schedule. The CMR's responsibilities with regard to testing shall include:

- Verifying that tests are conducted as scheduled
- Coordination with testing agency for scheduling of test

- Witnessing tests selected by the CMR, A/E, Commissioning Agent, and APS Project Manager
- Reviewing test and retesting results and documenting with Contract Documents
- Retaining test and retesting records
- Summarizing significant test results in progress reports
- Notifying immediately APS of test failures and, with A/E, planning corrective actions
- Overseeing corrective actions and retesting until issue resolution

J. Requests for Information (RFI). The CMR shall coordinate responses from the CMR, A/E, and APS to the Subcontractors' requests for information. The CMR will consult with the A/E and APS on technical matters, including requests for interpretations of the meaning and intent of the Drawings and Specifications, or with APS on administrative matters. The CMR is responsible for facilitating information requests to keep response times to a minimum. The CMR will maintain copies of the final answers to information requests as part of the Project records.

K. APS Furnished Materials and Equipment. The CMR shall arrange for the delivery, storage, and security for APS furnished materials and equipment.

L. SWM Certification. An onsite CMR team member shall hold and maintain for the duration of the Project the Virginia Department of Environmental Quality (VDEQ) Erosion and Sediment Control (E&SC) and Storm Water Management (SWM) inspector certification. Per the certification, this member shall ensure proper record keeping of the Stormwater Pollution Prevention Plan (SWPPP) by the CMR, conduct self-inspections of the Site at least every four (4) days, and ensure compliance with APS' Municipal Separate Storm Sewer System (MS4) Permit as it relates to Site storm water runoff control and proper E&SC. The CMR shall also provide on-Site personnel certified for and designated as the Registered Land Disturber (RLD).

M. Contract Change Orders. See Part 9 of the Phase 2-Construction Phase Services Contract General Conditions as supplemented by Specification Section 01 26 00 Contract Modification Procedures.

N. Photography. The CMR is responsible for procuring at its expense; construction photographs of items that may be the subject of Subcontractor claims, or that require documentation. The CMR shall also provide preconstruction photographs, periodic construction photographs, and other Owner-directed construction photographs. Before commencement of demolition, the CMR shall take preconstruction photographs of the Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by the Owner and as required by the Use Permit. The CMR shall provide periodic construction photographs showing the full scope of ongoing Work; these shall be no less than twenty (20) photographs monthly. From time to time, the Owner or Owner's Representative will instruct the CMR about number and frequency of photographs and general directions on vantage points. Photographs shall be in electronic format, organized and identified by location and/or trade, and date. Photographs in electronic format shall be turned over for record purposes at Project close-out.

O. Project Commissioning. APS will engage third-party commissioning agents ("Commissioning Agent") to conduct enhanced commissioning of building systems. Prior to this, the CMR shall coordinate a systematic process to ensure that the mechanical, electrical and plumbing (MEP), audio-visual, security, communications, and all other systems are fully functional in accordance with the design intent generated by the Contract Documents and APS's operational needs, and the personnel charged with maintaining and operating them are trained (not merely familiarized) to perform operation and maintenance. The CMR will ensure all necessary approvals exist prior to equipment procurement and subsequent installation. The CMR will coordinate and chair pre-installation

meetings for major MEP, structural and building envelope as well as other systems and equipment. The CMR will coordinate and participate, along with the A/E, in each Subcontractor's initial equipment testing and final systems testing, start-up demonstrations, and training for utilities, operational systems, and equipment with the A/E, Construction Manager Advisor and the Owner's operations and maintenance personnel. The CMR shall prepare all minutes of these items and prepare documentation of the actions, activities, and results obtained. All training will be video-taped, and tapes will be provided to the Owner as a component of the Operations and Maintenance Manuals.

The CMR will ensure that the Subcontractors have a complete understanding of the systems testing and commissioning requirements placed on them by the Contract. This includes, but is not limited to, providing single-line diagrams and sequences of operations as required. The CMR will also ensure that the Subcontractors have a complete understanding of all associated trades' work that integrates/interacts or is dependent upon their own.

P. Extended Transition to Operations Protocol (eTOP). The CMR shall input all required Operations & Maintenance (O&M) information from submittals into APS' maintenance software.

Q. Project Closeout. As a condition precedent to Final Completion and final payment, the CMR shall comply with all of the following requirements. The CMR shall secure and transmit to the A/E all warranties, operations and maintenance manuals, and similar submittals required by the Contract Documents, for approval by the A/E, before delivery to APS. The CMR shall also deliver all keys, record documents, and maintenance stocks to APS. The CMR shall be evaluated on future projects, to the extent possible, on the performance during the Project closeout and the duration of Final Completion (including all closeout requirements).

1. The CMR is required to bring on staff a Project Close Out Engineer, at the appropriate time but no later than two (2) months prior to the Substantial Completion date, to solely handle Project close out activities, which include punch list, completion and verification of the Building Automation System, scheduling of the required demonstrations and testing, and reviewing and submission of the O&M manuals. Note: This position cannot be done by someone who has been assigned to other positions during the Construction Phase.
2. The CMR is responsible for compliance with all Contract Close Out items per the Contract Documents. The CMR shall obtain data from Subcontractors and maintain a current set of record Drawings, Specifications and operating manuals.
3. With mechanical and electrical equipment, the CMR is to obtain the Operating & Maintenance (O&M) manuals at least two (2) months prior to the demonstration for such equipment. These O&M manuals are to be sent to APS Project Manager who is to forward one (1) set to APS's Department of Facilities and Operations for review prior to the equipment demonstration.
4. At the completion of the Project, and before final payment, the CMR shall deliver all such records to APS along with completion set of as-built Drawings and a complete and verified Building Automation System for approval by the A/E.
5. Provide final Project construction costs in a format(s) acceptable to the Owner for its historical cost data base.