

REQUEST FOR PROPOSAL

RFP CP-19-05

For

DESIGN-BUILD AND DEMOLITION SERVICES

For:



the City of College Park

City Building Located at 3545 Marlborough Way, College Park, Maryland

Bid Submission

RFP Issue Date: Tuesday, May 28, 2019

Mandatory Pre-Proposal Meeting Tuesday, June 11, 2019 at 11:00 a.m.

Proposal Due Date: Tuesday, June 25, 2019 at 2:00 p.m.

CITY OF COLLEGE PARK
RFP-CP-19-05

ADVERTISEMENT AND BID REQUIREMENTS

The City of College Park, Maryland (“the City”) requests sealed bid proposals on behalf of the City from qualified design-build contractors, as specified in this Request for Proposals (“RFP”) and in the exhibits and all other contract documents (the “Contract Documents”) for the demolition of an existing building, abandonment in place of existing swimming pools, and construction of a community space building, with an add-alternate of repair/replacement of a parking lot (“Project”) at a City owned building located at 3545 Marlborough Way, College Park, Maryland (“Property”).

Three (3) complete sets of bid proposals, plus three (3) thumb drives with the bid proposal in digital format, must be submitted on the specified forms in a sealed envelope containing the Bidder’s name and address, marked **RFP CP-19-05, “Design-Build Community Space”**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Tuesday, June 25, 2019 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. Award of a contract will be made by the Mayor and Council of the City of College Park at a regular meeting.

A **mandatory pre-bid meeting** for interested bidders will be held on **Tuesday, June 11, 2019 at 11:00 a.m.** at 3545 Marlborough Way, College Park, Maryland. The pre-bid meeting is the potential bidder’s opportunity to raise questions or issues of concern regarding this project. Questions and requests for further information must be received on or before June 13, 2019.

Copies of the Contract Documents may be downloaded from the City’s website at www.collegeparkmd.gov. The RFP package will be listed under the Bids and RFP’s link on the homepage. If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509 and select “Option 1”.

The City is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

The City reserves the right to reject any and all proposals in the best interest of the City.

The Project Manager for this Project is Robert Marsili, Director, Department of Public Works, 240-487-3590, RMarsili@collegeparkmd.gov. All contact with respect to this RFP must be made through the Project Manager.

CITY OF COLLEGE PARK
REQUEST FOR PROPOSAL
RFP CP-19-05

Design-Build Community Space

TABLE OF CONTENTS

SECTION I PROJECT SUMMARY AND INSTRUCTIONS TO PROPOSERS

SECTION II PROPOSALS AND EVALUATION

SECTION III GENERAL PROVISIONS

SECTION IV CITY'S ROLE

SECTION V DESIGN-BUILD CONTRACTOR OBLIGATIONS

SECTION VI GENERAL TERMS AND CONDITIONS OF THE CONTRACT

SECTION VII SPECIAL CONDITIONS OF THE CONTRACT (*NOT USED*)

SECTION VIII GENERAL CONDITIONS COSTS

SECTION IX SAMPLE CONTRACT DOCUMENTS

SECTION X SCHEDULES, REPORTS, AND SCHEDULE OF VALUES

SECTION XI PRICE PROPOSAL & REQUIRED FORMS

TO BE SUBMITTED WITH BID – SEE SECTIONS II AND XIII:

Staffing Plan

Acknowledgment of Receipt of Addenda

Copy of Contractor License

Price Proposal Form

Itemized Pre-construction Services Fee and Itemized General Conditions Cost

Affidavits

Proposal Bond

Information Regarding the Bidder

Proposed Schedule of Work (preferably Gantt chart)

SECTION I

PROJECT SUMMARY AND

INSTRUCTIONS TO PROPOSERS

SECTION I – PROJECT SUMMARY AND INSTRUCTIONS TO PROPOSERS

A. PROJECT SUMMARY

Under this RFP, the City will engage a Design-Builder to provide any and all design, preconstruction and construction services required to design and complete the Project. The Project consists of the demolition of an existing building, abandonment in place of existing swimming pools, and construction of a community space building, with an add-alternate of repair/replacement of a parking lot (“Project”) The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project’s budget.

In 2018, the City of College Park purchased the College Park Swim Club, a 3.66-acre property located at 3545 Marlborough Way, College Park, Maryland (“Property”). The improvements on the Property were built in the early 60s and consist of a main structure with a meeting room on the main level and a bathhouse on the lower level, one large pool and a toddler pool, a basketball court, two storage sheds, and miscellaneous paving and structures. A chain link fence surrounds the pools and structures

The two levels are approximately 1,400 SF each, and are not currently ADA accessible. The meeting room has a maximum capacity for 90 people. The lower level is also used for storage and is in disrepair. Due to the elevation of the sanitary inverts along Marlborough Way, the building uses a pump to lift sanitary waste. There is a large parking lot on the Property, which is not in good repair. A Pool Facility Assessment Report dated July 24, 2018, prepared by Buchart Horn Architects, is attached as Exhibit A. An ALTA survey of the Property is attached as Exhibit B.

The City intends to demolish the main structure/pool house and to construct a community meeting building of approximately 2,200 square feet on the site of the existing pool house. Options will be considered. For example, instead of one large meeting room, consider a couple of smaller rooms for programming for seniors and children. The new design shall be compatible with the residential nature of the surrounding neighborhood, with more windows and a less utilitarian presentation.

The City does not intend to operate the Property as a pool. The existing pool must be abandoned per Prince George’s County building permit requirements. A summary of the County requirements is attached to this RFP as Exhibit C. All utilities must be terminated and the pool filter, heating equipment and filtration piping must be removed from the site. The parking lot must be assessed to determine how best to repair or replace.

The scope of work for the Project (“Scope of Work”) will be divided into two phases: the Design and Preconstruction Phase; and the Construction Phase. The City has an approved construction budget of approximately \$560,000 for this entire Project. The entire Project shall be Substantially Completed by August 1, 2020 (the “Substantial Completion Date”).

During the Design and Preconstruction Phase, the selected Design-Builder, in consultation with the City, will be required to (a) develop and advance the design the Project, in accordance with the City’s programming requirements, to include construction of the new main structure in approximately the same location and accommodation with respect to the sewerage system for the elevation of the sanitary inverts along Marlborough Way, to permit drawings/specifications and submit with the assistance of the City for zoning/mandatory review/storm water management approval and permit(s); (b) progress the permit

drawings/specifications for the Project to construction documents (“Construction Documents”); (c) participate in any on-going community engagement process; (d) complete the zoning/mandatory referral process with the assistance of the City; (e) obtain and pay for all required building and trade permits, including without limitation all construction, storm water management, and demolition approvals; and (f) assess the parking lot for options of repair or replacement that are consistent with storm water management and site requirements. Construction and construction administration services for early authorized work (e.g., abatement, demolition,) may also occur.

During the Construction Phase, the selected Design-Builder, in consultation with the City, will be required to provide construction and construction administration services to (a) demolish the existing building and, if necessary, conduct abatement of hazardous materials, and haul away and properly dispose of debris; (b) construct a new community meeting structure that is consistent with the Construction Documents, ADA compliant and accommodates the elevation of the sanitary inverts along Marlborough Way; (c) abandon the existing pools in place per Prince George’s County regulations, and (d) at the City’s option, perform parking lot repair or replacement.

1. The Project must be completed and available for occupancy by the City no later than the Substantial Completion Date.
2. Upon selection of the Design-Builder, and approval by the Mayor and City Council of College Park, the Contract will be executed for Design/Pre-Construction and Construction of this Project.
3. Generally, it will be the responsibility of the Design-Builder to integrate the design and construction phases, utilizing skills and knowledge of general contracting, to develop schedules; prepare project construction estimates and constructability reviews; study labor conditions; and, in any other way deemed necessary, to contribute to the development of the project during the Design/Pre- Construction phase.
4. During the construction phase, the Design-Builder will be responsible for constructing the Project for the Contract Price, inclusive of all construction services therein.
5. In accordance with the terms and conditions of this RFP, a Design-Builder Contract will be issued for design, pre-construction and construction services upon acceptance of a bid by the City. The Contract will govern Design, Pre-Construction and Construction Phases of this Project.
6. Work performed under this Contract shall be in accordance with the "General Terms and Conditions of the Contract" which is included with this RFP, as modified or supplemented by any Amendments, Special Conditions, and the Contract Documents as listed herein.
7. The City anticipates initial award of a Contract with the successful Construction Manager within 30 days of the Bid Submission Date.

B. INSTRUCTIONS TO PROPOSERS

1. PROJECT MANAGER

- a. Robert Marsili, the Project Manager, Public Services Department, City of College Park, 9217 51st Avenue, College Park, MD 20740, 240-487-3590, rmarsili@collegeparkmd.gov, shall be the sole point of contact with the City for purpose of the preparation and submittal of the proposal in response to this RFP.
- b. All questions on this procurement are to be directed in writing to the Project Manager.

2. PRE-PROPOSAL CONFERENCE

- a. A mandatory pre-proposal conference will be held on June 11, 2019 11:00 a.m. at the Property, 3545 Marlborough Way, College Park, MD 20740.
- b. A walk through of the site will be conducted immediately following the Pre-proposal Conference. All Proposers are strongly encouraged to visit the site prior to preparing any proposal in response to this RFP.

3. SUBMISSION REQUIREMENTS/DUE DATE AND TIME

Three (3) complete sets of the bid proposal forms plus three (3) thumb drives with the bid proposal in digital format must be included in a sealed envelope containing the Bidder's name and address, marked **RFP CP-19-05, "Design-Build and Demolition Services"**, and submitted to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Tuesday, June 25, 2019 at 2:00 p.m.**, at which time they will be publicly opened and read.

Documents to be submitted with the Proposal include:

Cover Letter

Description of the proposed Design-Build Contractor team

Technical Proposal – to include

Describe how your firm would approach completing the tasks and goals identified in this RFP based on your firm's expertise and experience with similar projects.

Describe your approach to identification and management of risks influencing on-time/on-budget completion.

Provide a summary identifying your understanding of the Project scope and important aspects of this Project.

Describe specific project experience related to projects of similar size, scope, type, and project team.

Provide a brief summary of your firm's experience on similar projects, in particular within Prince George's County, within the last seven years

Price Proposal

Information About the Bidder form

Non-Collusion Affidavit

Affidavit With Respect To Non-Conviction, Non-Suspension and False Pretenses

Proposers mailing proposals shall allow sufficient mail delivery time to insure timely receipt by the Finance Department. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

The City reserves the right to check any reference source at its sole discretion, including sources not identified by the proposer. The City may also consider the performance of the proposer on any/all projects performed for the City prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

4. LATE PROPOSALS

Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time and date set forth herein will be deemed late and therefore not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Project Manager, when the reason for the late proposal, late request for withdrawal or late modification of a proposal is due to the action or inaction of the City. A record of the late proposal, request for withdrawal, or modification of the proposal, shall be made in the appropriate procurement file.

5. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS BY PROPOSER

- a. Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Finance Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.
- b. Withdrawal or modifications will not be accepted after the time proposals are due.

6. QUESTIONS AND CLARIFICATIONS

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing to the Project Manager, by Friday, June 14, 2019 at 3:00 p.m. The Project Manager will issue an addendum to the RFP with the questions and answers on or before Tuesday, June 18, 2019. Any addenda will be posted to the City's website. It shall be the responsibility of the Bidder to ascertain whether any addenda have been issued by checking the City's website. Bidder must acknowledge the receipt (or "None" if applicable) of any addenda on their Bid Proposal Form. No questions will be accepted after the June 14, 2019 deadline. Upon award of the bid, all questions concerning progress of the work shall be directed to the Project Manager.

7. TERMINOLOGY

All references in this RFP to a person or persons are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.) These are intended only as generic terms relative to number and gender and are employed solely to simplify text and to conform to commonly used construction specification language.

8. SITE INVESTIGATION

By submitting a proposal, the Proposer acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to acquaint himself with the available information will not relieve him from the responsibility for estimating properly the cost of successfully providing the services required. The City shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the City.

9. PROPOSAL SECURITY

With submission of the Bid Proposal in accordance with this RFP, all Proposers are required to comply with the following proposal security requirements:

- a. The Proposer shall furnish (included with the Bid Proposal) a "Proposal Bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the Price Proposal and shall be in the form specified in the Price Proposal Package of the RFP.
- b. Should the Proposer to whom the contract is awarded fail or be unable to execute the Contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the Proposer to whom the award subsequently is made shall be paid to the City not as a penalty but as liquidated damages.
- c. Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Contract Price, shall be furnished, in the form specified in **SECTION IX** of this RFP upon acceptance of the bid by the City.

10. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

- a. The City reserves the right to cancel this RFP at any time before award of the contract. In the event the RFP is withdrawn or cancelled, the City shall not be liable to any Proposer for the costs incurred in connection with the RFP or the preparation of the Proposer's response.
- b. The City reserves the right to reject either all proposals or any proposal, in whole or part, when it is in the best interest of the City. For the same reason, the City reserves the right to waive any minor irregularity in a proposal.

11. IRREVOCABILITY OF PROPOSALS

The Design/Pre-Construction and Construction price proposal for this Project shall be irrevocable for one hundred and twenty (120) calendar days from the proposal due date. If an award is not made during that period, the proposal shall automatically extend for another one hundred twenty (120) days, unless the Contractor gives specific written notice to the

Project Manager at least fifteen (15) days before the expiration of the then current one hundred twenty (120) day period. Proposals shall automatically renew for an additional one hundred twenty (120) days until such time as an award is made or proper written notice is given to the City of Contractor's intent to withdraw its proposal. By submission of a proposal, Contractor guarantees that its offer shall be firm for the period specified above.

12. LICENSES AND QUALIFICATION

- a. Proposers must be licensed as required by the Business Regulation Article of the Maryland Annotated Code, (Sections 17-301 through 17-308) and by other applicable law and shall submit proof of current licensing with their proposals.
- b. The City reserves the right to require a Proposer to demonstrate the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

13. AMENDMENTS

Oral explanations or instructions will not be binding; only written Addenda will be binding. Addenda will be listed on the City's website. It shall be the responsibility of the Proposer to ascertain whether any addenda have been issued by checking the City's website. Proposers shall acknowledge the receipt of all Addenda in the space provided on the Proposal Form.

14. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight forward, concise description of the Proposer's offer to meet the requirements of the RFP.

15. CONFIDENTIAL / PROPRIETARY INFORMATION

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the City pursuant to the Maryland Public Information Act (the "PIA"), codified in General Provisions Article ("GP"), Title 4 of the Md. Code Ann. Proposers must clearly indicate each and every SECTION that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface your entire proposal with a proprietary statement.

16. PROPOSAL AFFIDAVITS

The Bid/ Proposal Affidavits included in the Proposal Package must be executed by each responding Proposer and submitted with the Proposal.

17. MULTIPLE / ALTERNATIVE PROPOSALS

Proposers may not submit more than one (1) proposal nor may Proposers submit an alternate to this RFP.

18. JOINT VENTURE PROPOSERS

If the Proposer is a joint venture firm, the Proposer shall provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the technical proposal submission under the category of Project Planning - General, the Proposer shall identify the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document. All joint venture parties will be held responsible for the contract obligations separately and severally.

19. INCURRED EXPENSES

The City will not be responsible for any costs incurred by any Proposer in preparation and submittal of a proposal.

20. DISCUSSIONS

The City may elect to engage in discussions with one or more Proposers on issues involving price or technical factors at any time prior to selection of the prospective awardee.

21. REPRESENTATIONS BY PROPOSER

In submitting a bid, the Proposer certifies that the Proposer:

- a. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
- b. Will comply with the conditions of §69-6 at time of contract award; or
- c. Is not required to comply with the conditions of §69-6 because of allowable exemption; and
- d. Does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

23. AWARD OF CONTRACT

The Contract will be awarded by the Mayor and Council of the City of College Park. In determining which proposal is best, the City will take into consideration, among other things, the Proposal Price, and the experience, qualifications, references, responsibility and currently available facilities of the Proposer to perform the work. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercises the right reserved herein to reject any or all proposals, the Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City.

The City reserves the right to cancel the award of the Contract at any time prior to execution of the Contract without liability on the part of the City.

24. EXECUTION OF THE CONTRACT

The Proposer to whom the Contract has been awarded must execute a Contract substantially similar to the one attached within 10 business days after the award and submit such other documents as required by the Contract Documents, including a current insurance certificate listing the City as an additional insured for the duration of this project. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the Proposer to whom the award is made shall fail to execute the Contract and performance bond hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the second lowest responsive and responsible Proposer, and such Proposer shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City may reject all of the bids, as its interest may require.

25. DISCLAIMER

The RFP, including the documents incorporated and/or referenced in the RFP, have been prepared to solicit proposals, and are not contract offers. The only document that will be binding on the City is the contract, if any, duly executed by the City and the selected Design-Builder. No proposal shall be construed as creating any contractual relationship between the City and any party responding to this RFP.

Nothing contained in this RFP in writing or implied by the selection process shall create any obligation on the part of the City consultant for the services described herein. The City reserves the right at its sole discretion to select any Design-Builder, to decide not to select a Design-Builder or proceed with the Project, or to otherwise modify their approach to the Project.

END OF SECTION I

SECTION II
PROPOSALS AND EVALUATION

SECTION II PROPOSALS AND EVALUATION

A. PROPOSAL SUBMITTALS

Responses to the RFP shall consist of the following:

1. **Verification of Mandatory RFP Requirements:** All Proposers shall submit evidence of compliance with the Mandatory Requirements of this RFP. This evidence must be furnished by all Proposers in their Technical Proposal and Price Proposal submittals.
2. **Technical Proposal and Price Proposal:** Proposers shall submit a Technical Proposal and a Price Proposal. The original Technical Proposal and Price Proposal shall be clearly marked as the originals. Technical Proposals and Price Proposals shall be submitted in a sealed envelope. All required copies of the proposal may be in one envelope. In addition, the following shall also be indicated on the outside of each envelope:
 - a. The Solicitation Number (from the cover page of this Request for Proposal)
 - b. The date and time the proposals are due.
 - c. The title of the project.
 - d. The name of the person, firm or corporation making the proposal.
 - e. For mailed proposals, the exterior packaging must also be clearly labeled with items a through d.
3. **Cover Letter:** A cover letter prepared on the Proposer's business stationery shall accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal. Therefore, it should be brief, but shall list all items contained within the Proposal in addition to providing contact email and phone number. The letter shall be signed by an individual who is authorized to bind the Proposer firm to all statements, including services and financial, contained in the Proposals. Include a copy of the cover letter in each copy of the proposal.
4. **Signing of Forms:** The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there shall be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.
5. The information provided with the Technical Proposals, including samples of documents, does not relieve the Design-Builder from any obligations under **SECTION V** of this RFP. The fact that a Design-Builder is selected does not mean acceptance of all the information or all samples provided.

B. TECHNICAL PROPOSAL REQUIREMENTS

1. Key Personnel

By submitting the individuals for consideration as key personnel, the Proposer is committing these individuals to the City for the duration of the contract, if awarded the contract. Should circumstances necessitate a personnel change, the shall submit a written change request to replace key personnel. All personnel change request shall include sufficient information to demonstrate that the proposed individual meets or exceeds the qualifications of the Key Personnel to be replaced. No personnel changes will be permitted without the prior written authorization by the City. Provide a detailed but concise resume for all named Key Personnel. Such personnel shall include the Architect, Engineering Project Executive, Project Manager (person who will be responsible for the day to day contact between the Design-Builder and the City), Field Superintendent(s), Cost Estimator, Scheduler or Scheduling Consultant, and other key personnel who may be required.

Within the resume, include the following information about each individual:

- a. Educational background, including degrees received.
 - b. Work experience with the Proposer, including duration of employment, with dates, and position(s) held.
 - c. Work experience with prior employers, including duration of employment, with dates, and position(s) held.
 - d. Project experience, preferably on one or more of the three projects included in the submittal, with emphasis on projects similar in size and nature to this Project. Indicate if project experience is with a prior employer.
2. **Team Matrix:** Include a matrix that identifies the experience that individual members on the Design-Build team have working together.
3. **Project Design and Planning:**
- a. Provide a description of how the Design-Builder will be organized and managed, and how the services will be performed in the Design, Pre- Construction and Construction Phases. Include Design-Builder team organizational charts for Design, Pre-Construction and Construction services. Project planning that offers the same project manager for Pre-Construction and Construction phases shall be given preference.

- b. Describe how the Proposer intends to attract trade contractors to ensure receipt of multiple bids from qualified contractors for each trade package.
- c. Describe how the Proposer intends to implement and manage construction with the field personnel, home office personnel, and any consultants being proposed.
- d. Identify the person(s) responsible for overall management of this Project, and the key person proposed to be responsible for each of the following activities:
 - Design: Of the community building and water management system
 - Pre-Construction: Interdisciplinary Construction Documents review; constructability reviews; cost models and estimates; schedule; value engineering; procurement.
 - Construction: Coordination of Sub- Contractors; vendors, suppliers, safety; quality control/ inspections; submittal review; construction waste monitoring; contract modification review; claims resolution; schedule control; commissioning; payment approval; Sustainability documentation.

Provide a descriptive summary, developed in response to the RFP, of the proposed approach to the services indicated below. This information shall clearly demonstrate the Design-Builder's experience providing these services.

4. Value Engineering: Describe the process by which Proposer performs value engineering so as to achieve an appropriate balance between costs, aesthetics and function.
5. Quality Control: Describe the proposed means of implementation of quality control throughout construction. Provide samples/ examples of the proposed quality control program inclusive of applicable documentation.
6. Close-Out Process: Describe typical Close-Out protocols and functional steps previously employed to assure effective close-out and acceptance of prior projects. Identify punchlist procedures, execution of commissioning and TAB requirements and demonstrate satisfactory completion and delivery of all necessary close-out materials, e.g., attic stock, O&M Manuals, project financial reconciliation documents.
7. Provide a Schedule: Develop a realistic conceptual schedule which clearly explains the design, preconstruction, construction, acceptance and contract completion phases required to complete the project by the Substantial Completion Date. Show major milestones, major deliveries and durations for major activities.

8 Sustainability:

Proposers shall describe the proposed Key Personnel's previous experience with Sustainable or "Green" Building design and construction practices. Description shall include quantity, type and size of project experience for each individual.

C. PRICE PROPOSAL

1. The Price proposal shall be submitted together with the Technical Proposal. The Price Proposal shall include the following documents which are in the Price Proposal Package of the RFP:
 - a. Price Proposal Form
 - b. Proposal Bond Form
 - c. Information Regarding the Bidder with References
 - d. Affidavits
2. The Price Proposal shall be completed in ink or typed. The signer shall initial any erasures and/or alterations to the Proposer's pricing in ink. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.

D. ORAL PRESENTATION

The City will evaluate the technical and price proposals and may establish a competitive range consisting of the firms whose technical proposals are determined to be the best technically qualified. Upon completion of the technical evaluation, the City may elect to conduct Oral Presentations with each of these firms. Proposers will be notified of the date, time, and location of the Oral Presentations.

E. AWARD CRITERIA AND EVALUATION OF PROPOSALS

1. Evaluation of proposals will be based on criteria at the City's sole discretion, but will broadly be based on overall best value with respect to the following criteria (in no particular order).
 - Experience completing similar projects with respect to both scope and size
 - Project team credentials, availability, and ability to work with current team members
 - Ability to meet both budget and schedule and provide high quality work
 - Design/Pre-Construction and Construction Cost
 - References
2. The City may determine a short list of Design-Build firms for interviews, upon review of the Proposals submitted.

3. The City reserves the right to request clarifying information from any and all Proposers at any time during the evaluation process. The City may elect to request Best and Final Price Offers.

4. Negotiations:

The City reserves the right to make an award based on initial offers without conducting negotiations. If negotiations are conducted after receipt of the final offers, each offer shall be reevaluated as above, and based on the Evaluation Factors, a recommendation for award shall be made.

5. Award:

a. The City, considering the evaluation of the Technical and Price Proposals, will identify those proposals considered both technically acceptable and susceptible of award.

b. Should the City elect to proceed with award of the contract, the Mayor and City Council will award the Contract to the lowest priced, technically acceptable Proposer, following completion of the evaluation process described herein.

END OF SECTION II

SECTION III
GENERAL PROVISIONS

SECTION III GENERAL PROVISIONS

A. GENERAL

The selected Design-Builder should be prepared to attend weekly Project meetings for the duration of the Project, and other meetings as required.

1. Pre-Construction Phase Design-Builder Services and Construction Phase Design-Build Services are required for this Project.
2. The project will be designed and constructed utilizing sustainable building concepts. The project concentrate on reducing building energy consumption and Enhanced Commissioning of all systems. Refer to **SECTION VIII** of this RFP regarding responsibilities of the Design-Builder during the construction phase.

B. PROJECT SCHEDULE

1. Services during Design and Pre-Construction: The Design-Builder shall provide Design and Pre- Construction Services as indicated in **SECTION V** for the full development of the Project's design to 100% Construction Documents.
2. Services during Construction: The Design-Builder shall provide Construction Services as identified in **Section V** of this RFP.
 - a. Construction Phase: The building construction commences on the date of the Notice to Proceed (NTP) with the construction phase of the Project and ends on the date of Substantial Completion.
 - b. Acceptance Phase: The duration of the acceptance phase is from the date of Substantial Completion to the date of Final Completion. The duration will be measured in calendar days, and is: ninety (90) days.
 - c. Contract Completion Phase: The duration of the contract completion phase is from the date of Final Acceptance to the date of Final Completion. Final Completion is the completion of the punch list. The duration will be one hundred twenty (120) calendar days.
 - d. Warranty Period: The duration of the warranty period is one year from the date of Final Completion.
 - e. Changes to dates and durations shall not be cause for additional construction or pre-construction service fees. The Design and Pre-construction services are based on the level of effort required for these services and not on the duration.

C. PROJECT PHASES

1. During the Design and Pre-Construction Phase, the Design-Builder shall utilize his skills and knowledge of construction to develop schedules, recommend

alternates, prepare construction cost models and estimates, conduct value engineering studies, study labor conditions, identify and address constructability issues, and advise on the most efficient sequencing of construction work for the Project.

2. During the Construction Phase, the Design-Builder shall provide all services to construct and manage the Project (inclusive of the award and management of all trade and other sub-contractor contracts) including, but not limited to, review of contract modifications (change orders), quality control and inspections, schedule maintenance, cost control, meetings, review of submittals, processing and monitoring of RFIs and substitution requests, claims resolution, and coordination and communication with the Project Manager.
3. During the acceptance phase, the Design-Builder shall provide all services to manage completion of the construction work, perform other completion activities and provide other deliverables, and submit as-built drawings, complete submission of documentation for the sustainable building rating system, and provide the building information model deliverable.
4. During the contract completion phase, the Design-Builder shall submit the final contract report, provide other contract completion documents, and resolve any final contractual issues prior to receipt of final payment.
5. During the warranty period, the Design-Builder shall participate in warranty inspections and resolution of warranty issues as they arise, and manage and coordinate with the City any testing, maintenance, and other specified post-substantial completion activities.
6. Construction Management Procedures, which are to be established by the Design-Builder during the Design and Pre-Construction Phase, shall allow for the integration of all design and Construction Phase components of this Project. The team approach shall from Project inception strive for project delivery that is timely, cost effective, and within the required quality standards set by the City.

D. RELATIONSHIP OF CITY AND DESIGN BUILDER

The Design-Builder accepts a relationship of trust and confidence between himself and the City. The Design-Builder agrees to furnish his best skills and his best judgment and to cooperate with the Architects and consultants in furthering the interests of the City, and the Project. The Design-Builder shall furnish efficient and professional architectural and engineering services, business administration, and field supervision and shall use his best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the City, and in strict compliance with the Construction Documents, including reasonable implications therein.

- E. PROJECT TEAM:** The Design Builder and the City, and any other project consultants, may be referred to as "Project Team".

H. CORRESPONDENCE: Correspondence between the Design-Builder and the City shall be transmitted via the project management system and hard copy unless directed otherwise.

I. ABBREVIATIONS: The following are abbreviations used throughout this RFP:

BIM	Building Information Modeling
CD	Construction Documents
CPM	Critical Path Method
CSI	Construction Specifications Institute
CxA	Commissioning Agent
DD	Design Development
GSF	Gross Square Feet
LEED	Leadership in Energy & Environmental Design
MDOT	Maryland Department of Transportation
NASF	Net Assignable Square Feet
NTP	Notice to Proceed
OFE	Owner-furnished equipment
RFI	Requests for Information
RFP	Request for Proposal
SD	Schematic Design
USGBC	U.S. Green Building Council

J. TERMINOLOGY: The following are some of the terms used throughout this RFP:

Amendment A change to this Request for Proposal that is issued by the City, also referred to as addendum.

Contract Documents The contract between the City and the Design-Builder is comprised of a number of documents, referred to as the Contract Documents.

Project Construction Is the maximum Cost Limit amount available for the construction contract.

LEED Leadership in Energy and Environmental Design. It is a Green Building rating system developed by the U.S. Green Building Council (USGBC) which measures sustainable design and construction characteristics of buildings.

Modification or Contract Modification A change to the Contract that is issued by the City also referred to as change order.

Project All activities, regardless of contract, which are being performed to complete the facility.

Project Team The City and the DESIGN-BUILDER and its consultants.

Program Document delineating the nature of the building and its requirements, including number and type of spaces, and other specific requirements for the building and its site.

Proposer firm submitting a proposal in response to the RFP.

END OF SECTION III

SECTION IV
CITY'S ROLES

SECTION IV CITY'S ROLES

A. INFORMATION REQUIREMENTS

The City will provide and furnish information regarding its requirements for the Project as applicable and as needed during all phases of the Project.

B. DESIGNATED REPRESENTATIVE

The City designates the Project Manager who will be the City contact point during Pre-Construction and Construction Phases. This representative will be the primary channel of communication to the City and will act as the City's liaison with the DESIGN-BUILDER.

C. PAYMENTS TO DESIGN BUILDER

1. Payment requests shall be submitted on City approved forms.
2. Refer to **SECTION X** of this document for requirements for schedule of values and cost-loaded construction schedules.
3. Application for payment shall be submitted on/or about the 25th day of each month, but not less than thirty (30) days after commencement of service. Draft copies of the invoice shall be prepared for review by the City and the Project Manager by the 20th day of each month.
4. Pre-Construction Services Phase:
 - a. Payments will be made based on work accomplished. The Design-Builder will be paid on a monthly basis for 100% of the approved fee earned.
 - b. If the Design-Builder fails to submit the required deliverables within the time prescribed, or revisions thereof within the requested time, the City may withhold approval of progress payments for Design-Builder fees until such time as the Design-Builder submits the required documents.
 - c. Payments for allowances will be based on actual invoices with no mark-up.
5. Construction Phase

Payments will be made based on the progress of the work and based upon the latest updated Detailed Construction Schedule.

- a. Progress payments will be made on the current Schedule of Values derived from the updated Detailed Construction Schedule that has been accepted by the City.
- b. Each application for payment shall include the electronic file for the updated Detailed Construction Schedule from which it is derived, and the associated submissions required in **SECTION X** in this document.
- c. Five percent (5%) is being withheld for six months as retainage.

5.2 General Conditions

Payment for General Conditions will be made monthly based on the percentage of completion of the work. A negotiated percentage will be allocated to mobilization and demobilization and close out, and paid as these activities are completed.

D. PAYMENT OF CITY OBLIGATIONS

Payments to the Design-Builder pursuant to this Contract shall be made in accordance with the provisions of the General Conditions.

E. SET OF DOCUMENTS AVAILABLE TO PROPOSERS:

The documents are available at www.collegeparkmd.gov.

F. AVAILABLE RECORD DOCUMENTS

Upon request, the City will make accessible to the Proposers any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The City offers no assurances that such drawings, property description, or other data are accurate, current or complete.

Such documents must be used, or copied, at the City offices or other location where they are provided. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

G. THIRD PARTY INSPECTION

The Design-Builder shall hire a qualified and independent Testing and Inspection Agency to provide the testing and inspection services required by the Construction Documents and Prince George's County Third Party Inspection requirements. The testing agencies shall submit copies of their reports to the City, and the Design-Builder directly and simultaneously through the City's online project management system and to Prince George's County as required.

END OF SECTION IV

SECTION V

DESIGN BUILDER'S OBLIGATION

SECTION V – DESIGN BUILDER'S OBLIGATIONS

The Design Builder's obligation is to provide all design services and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, electrical, structural, and mechanical, MEP design services as required for the Project; construction management services inclusive of budgeting, value engineering ("Value Engineering"), scheduling, project administration, management and coordination of subcontractors; to conduct subsurface investigation work if and as required for the Project and furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.

A. DESIGN SERVICES

1. Planning and Conceptual Design – The Design-Builder's architect shall:

- a. Prepare conceptual design options for the site plan and building for review, revision, and approval by the City.
- b. Prepare conceptual site plan options for review, revision, and approval by the City.

2. Entitlements

- a. The Project shall require preparation of a Detailed Site Plan for Mandatory Referral review by the Maryland-National Capital Park and Planning Commission (M-NCPPC). The Design-Builder's architect shall work with the City, the Project Manager and other team members to provide any materials necessary for meetings, presentations, or submissions to the necessary parties.
- b. Attend all public meetings and/or hearings, and coordinate responses to public comment.

3. Design – The Design-Builder's architect and team shall design:

- a. Schematic Design, including both plans and narrative scopes.
- b. Design Development - Generation of floor plans, building elevations, etc.
- c. Energy and water efficiency goals narrative with energy modeling support.
- d. Waste water system
- e. Preparation of Drawings and Specifications for construction to include all architectural, interior design, landscape design, signage, branding, tel/data/security/AV, structural, mechanical, plumbing, electrical and fire protection work necessary to complete the proposed improvements in accordance with all applicable regulations and requirements.
- f. LEED Checklist.

4. Community Outreach – The Design-Builder shall attend meetings of the Mayor and Council and at least one community meeting as part of the design process.

B. PRE-CONSTRUCTION SERVICES

The Design-Builder shall provide Pre-Construction Phase services as required. The Design-Builder shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the Project. The Design-Builder shall develop a list of the required permits and shall track the progress of all such permits through the review process. The Design-Builder shall update the Project Manager with the status of each permit that is required for the Project. The Design-Builder shall engage

such permit expeditors as the Design-Builder deems necessary or appropriate in light of the Project's schedule. The Design-Builder shall prepare such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from (i) Maryland National Capital Park and Planning Commission staff and the Planning Board, and (ii) the Prince George' County Department of Inspections, Permits and Enforcement. Given the nature of the Work, it is not envisioned that such approvals will require extensive hearings or submissions. The Design-Builder shall actively participate in the process during the design phases.

1. General Requirements

The Design-Builder shall meet with the City to fully understand the Project scope, and all other pertinent aspects of the Project, The Design-Builder shall become an integral member of the Project Team and shall develop project procedures, in cooperation with the City, which will be used as a guide for the management and coordination of this Project.

- 1.1 The Design-Builder shall advise the Project Manager on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing.
- 1.2 The Design-Builder shall provide value engineering services, scheduling services, constructability review services, Construction Documents interdisciplinary review services, cost modeling and estimating services, site utilization and logistics planning.
- 1.3 Printing/Reproduction
 - a. No hard copies to be provided. All material will be made available via PDF format. Costs for hard copies that the Design-Builder requires for any purpose shall be covered by the Design-Builder's Pre- Construction services fee.
 - b. Cost for any interim printing/reproduction that is required to obtain price information from other parties, or cost of any printing/reproduction for any other purpose during the pre-construction phase shall be included in the Pre-construction Services Fee.

2. Value Engineering Services

- 2.1 The Design-Builder shall obtain a full and comprehensive understanding of the intent of the City. The Design-Builder shall provide Value Engineering services and offer cost savings suggestions and best value recommendations to the City. All recommendations shall be fully reviewed with and approved by the City prior to implementation.
- 2.2 Value Engineering 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. The goal is to achieve a balance between costs, aesthetics, and function.

- 2.3 Value Engineering studies shall be continuous as the design is being developed, and shall be provided on a timely basis within the design schedule. 'Continuous' means that, in addition to the Value Engineering studies required at the end of each design phase, the Design-Builder shall assist the Project Team in evaluating the costs of elements of the design for the purpose of developing timely cost data during design phases.
- 2.4 Value Engineering shall be conducted throughout the design process to evaluate design alternatives for the purpose of identifying cost saving. Design-Builder shall provide cost analysis for alternate building design options, such as building materials, mechanical systems, and other options and methods of construction to the City.
- 2.5 The Design-Builder shall notify the City in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.

3. Constructability Review Services

- 3.1 The Design-Builder shall provide organized constructability reviews of design submissions for the purpose of identifying design errors and omissions, coordination, and interdisciplinary conflicts in the design, and for the purpose of improving the design, minimizing RFIs, achieve a more cost effective construction, eliminating added costs and negative effects on the quality of construction.
- 3.2 Design-Builder shall review design documents at the conclusion of each design phase except for 100% CD's for constructability issues. Provide the following at the completion of each Constructability Review:
 - a. A complete report identifying the constructability issues.
 - b. Marked up drawings and specifications as necessary to clearly convey the review comments and recommendations.
- 3.3 The Design-Builder shall verify that his constructability comments and recommendations have been implemented or addressed in the design phase following each review.

4. Construction Cost Modeling and Cost Estimating Services

- 4.1 The Design-Builder shall develop a project cost model reflecting the Project Construction Cost Limit. The cost model shall be based on the available project documents, including the Building Construction Program and shall be submitted to the City within thirty (30) days from the date of Notice to Proceed for Pre-Construction services.

- 4.2 Due to the changing economic climate, estimates shall be construction based, not data based, that is, the Design-Builder shall obtain pricing of trade work based directly on his experience in the market.
 - 4.3 The Design-Builder shall provide estimates for each design submission (SD, DD, 50% CDs, and 95% CDs).
 - 4.4 The Design-Builder shall provide detailed cost estimates within the timeframe indicated in SECTION III. B. "Project Schedule" in this RFP.
 - 4.5 Project Construction Cost Limit is identified elsewhere in the RFP. The estimating for add alternates shall start as soon as alternates are identified and shall be complete and include the same level of detail and accuracy as the estimates for the base design at each design phase.
 - 4.6 In the event that the Construction Cost Estimate exceeds the Project Construction Cost Limit at any design phase, the Design-Builder shall work in conjunction with the City to redesign the facility as necessary to maintain the Project program and meet the Project Construction Cost Limit without additional compensation to the Design-Builder.
 - 4.7 The Design-Builder's detailed Construction Cost estimates will be reviewed by the City for reasonableness and compatibility with the Project Construction Cost Limit.
5. Site Utilization and Logistics Planning Services
 - 5.1 The Design-Builder shall anticipate and effectively address the impact of construction work on the areas surrounding the site and the community. This includes both on-site construction activities, and off-site activities that impact the nearby roads, or other off-site areas. The plan shall include items such as staging areas, parking and transportation issues (for both occupant of surrounding buildings and construction workers), traffic considerations, security, deliveries to adjacent buildings, construction noise and vibration impact on surrounding buildings, and any other activity, regardless of its duration, which will occur or have an impact on the campus or surrounding areas.
 - 5.2 Submit the initial plan with the SD review comments. A complete site utilization and logistics plan shall be submitted with the intermediate progress set review comments. Final revisions shall be included with the 95% CD review comments. The plan is subject to approval of the City.
6. Construction Documents Review
 - 6.1 The Design-Builder shall review the drawings and specifications through-out the design phases as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Design-Builder shall provide comments in writing to the City

upon observing any features in the plans or specifications which appear ambiguous, confusing, conflicting or erroneous. The goal of this coordination effort is to identify conditions in the CDs for the purpose of minimizing RFIs, eliminating added costs and negative effects on the quality of construction.

- 6.2 Ambiguous, confusing, conflicting, uncoordinated, and/or erroneous aspects of the design discovered by the Design-Builder in the design documents and CDs during the review process shall be understood to be corrected.

7. Scheduling Services

- 7.1 The Design-Builder shall provide scheduling services during Pre-Construction. Requirements are detailed in SECTION X of this document.

C. CONSTRUCTION SERVICES

The Design-Builder shall provide Construction Phase services as required to complete construction of the Project:

1. Provide continued consultation during continuing Project development.
2. Project Construction Costs. The Design-Builder recognizes that the City has a limit on the project construction costs. The City's Project Construction Cost Limit is set forth elsewhere in the RFP. This amount is referred to in this RFP as the Project Construction Cost Limit.
3. Cost Management
 - 3.1 The Design-Builder shall develop and maintain an effective system of Project cost control. The Design-Builder shall refine and update the approved contract price, incorporate City approved changes as they occur, and develop reports and forecasts as needed, or as directed by the City. The Design-Builder shall identify variances between actual and estimated costs and advise City whenever projected cost exceeds allowances or estimates.
 - 3.2 The Design-Builder shall check and supervise all material deliveries, equipment and labor entering the work site. The Design-Builder shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, and afford the City access to these records and preserve them for a period of three (3) years after final payment. The City reserves the right to audit these records during that period.
 - 3.3 The Design-Builder shall submit cost reports on a monthly basis.
 - 3.4 The Design-Builder shall manage the change request process. The Design-Builder shall review trade contractor change orders and confirm entitlement, scope of work, quantities and negotiate a reasonable cost before submission to the City. Submit change requests for changes to the Contract.

4. Project Scheduling

- 4.1 The Design-Builder shall provide scheduling services included in the Design-Builder during Construction. Requirements are detailed in SECTION X of this document.

5. Project Control

5.1 Project Personnel

- a. The Design-Builder's on-site representatives shall manage, perform and coordinate the work to complete the Project in accordance with the City's objectives regarding cost, time and quality.
- b. The Design-Builder shall maintain competent and adequate staff approved by the City at the project site to coordinate and provide adequate direction of the work, to perform the work, and to monitor progress of the work on the Project at all times.

5.2 On-site Coordination/ Management

- a. The Design-Builder shall establish an on-site organization and lines of authority in order to carry out the overall plans of the Project Team.
- b. The Design-Builder shall conduct orientation sessions for its on-site field staff as applicable, as to the Project Procedures as developed during the Pre- Construction Phase. City representatives may attend such sessions.
- c. The Design-Builder shall provide for all coordination with the on-site Sub-Contractors.
- d. The Design-Builder shall accept delivery and arrange for storage, protection and security for any City purchased materials, systems and equipment which are a part of the work.

5.3 Meetings

- a. The Design-Builder shall schedule regular bi-weekly progress meetings, monthly owner's meetings, pre-installation meetings and other meetings as may be directed by the City, at which Sub-Contractors, City, and other designated representatives, and the Design-Builder can discuss jointly such matters as construction progress, scheduling, and construction-related issues.

- c. Pre-Construction meeting with County and third-party inspectors
- e. Progress meetings shall be held bi-weekly. The Design-Builder will conduct the progress meetings. The Design-Builder will prepare detailed minutes of each progress meeting and distribute them electronically to attendees and others as requested by the City. The Project Manager shall review the minutes and submit comments to the Design-Builder within two (2) business days of receipt. The Design-Builder will incorporate comments received from the Project Manager and other attendees and issue the official meeting minutes not later than three (3) business days before the subsequent progress meeting. In case of disagreement with a comment, the City will make the final determination.
- e. Owners' Meetings shall be held monthly. The Design-Builder shall conduct the owner's meeting and provide the respective documentation. These meeting will be attended by the client, the City, the Design-Builder, and project team as required.
- f. Pre-Installation and other special meetings shall be held as needed. The Design-Builder shall conduct these meetings, prepare and distribute meeting minutes to all attendees and others as directed by the City within three (3) days of such meetings. Representatives of the City may attend meetings and shall in any case receive all notices and minutes of these meetings.
- g. Work Acceptance Conference: The Design-Builder will schedule the work acceptance conference at least two months prior to substantial completion. The City will conduct the work acceptance conference to be attended by the Project Manager, Design-Builder, and major trade contractors. Topics will include completion procedures, required documentation and scheduling of activities and deliverables required prior to Substantial Completion, during the acceptance phase, during the Contract completion phase, and during and after the warranty period. The conference will be held in sufficient time well before substantial completion to allow for completion activity planning and scheduling.

6. Reports

- 6.1 The Design-Builder shall keep accurate and detailed written records of project progress during all stages of construction and submit the required reports to the City and the Project Manager timely.
- 6.2 Daily Reports: The Design-Builder shall maintain a detailed daily report of all events and construction activities which occur at the job site or elsewhere, and which affect, or may be expected to affect, project progress. The daily report shall record manpower, equipment usage, weather data, including minimum and maximum temperatures, precipitation type and amount, sky

conditions, and wind velocities. The daily report shall also record visitors, and include a detailed list of material deliveries to the site.

6.3 Monthly Reports: The Design-Builder shall provide a written report on a monthly basis, beginning thirty (30) calendar days from the issuance of the Notice to Proceed for Construction, or at the City's request. The Design-Builder shall submit to the City the report formats for each report within ten (10) days of issuance of the Construction Phase Notice to Proceed. The Design-Builder shall obtain the City's approval of these formats prior to submission of the report. The audience for the monthly report by the Design-Builder are City executives which are not necessarily familiar with the day to day activities of the project. The monthly report shall include the following items in the order listed:

- a. Project Status: Written summary of the status to date for the Project inclusive of information on the Sub- Contractors' Work and the percentage of completion for the Project.
- b. Issues: Describe current critical construction issues with proposed solutions for resolution.
- c. Schedule: A brief narrative of the schedule and status of the significant milestones.
- d. A 30 and 60 day look ahead schedule and written narrative.
- e. Cost Status: Written summary of the financial status of the Project. Include any actual or potential financial concerns associated with subcontractors working on the project.
- f. Safety: A safety log of incidents/illnesses.
- g. Contract Modifications: A summary statement as to the status of Contract Modifications, and Modifications which require the City's immediate attention.
- h. Photographs: Include several photographs highlighting the current progress.

7. Project Photographs

7.1 The General Conditions require the Design-Builder to submit progress photographs monthly in sufficient detail to properly record the work. Provide a minimum of (12) pictures each month showing the Project from different viewing angles, and others to document special conditions. The photographs shall be taken in electronic format, and shall be provided to the City for viewing and printing via the Internet.

8. Quality Control/Inspection

8.1 The Design-Builder shall perform quality control inspections on the work of the sub-contractors to guard the City against defects and deficiencies in the work, and shall coordinate this activity with the on-site duties of the Architect. He shall advise the City of any apparent deviations from the intent of the CDs, and shall take the necessary actions to correct such deviations.

- 8.2 State Mandated Electrical Inspections: According to the Md. Code Ann. Pub. Safety § 12-605, the Design-Builder shall obtain electrical installation inspection from a non-governmental electrical inspector approved by the state fire marshal. The Design-Builder shall coordinate inspections, coordinate inspection schedule with the City, and obtain the electrical inspection certificate within 15 days after completion of electrical installation. The Design-Builder shall obtain electrical inspections of portions of the Work as they are completed and as required by the electrical inspector, and sufficiently ahead of close-in work so that corrections and re-inspections may be made, and in all cases while the area is accessible and visible for inspection.
- 8.3 The Design-Builder shall track deficiencies submitted by the Testing and Inspection Agencies, the City, and the County, as well as those that the Design-Builder identifies. The Design-Builder shall maintain a quality control log by Specification Division and shall include it in the Design-Builder's Monthly Progress Report.
- 8.4 The City will assign personnel to the project for Quality Assurance (QA) purposes. The City reserves the right to independently contract for compliance inspection and testing.
- 8.5 The City shall, in all cases, make final interpretation of the Construction Documents and rule on compliance of the Work. This provision specifically supersedes anything to the contrary in the General Terms and Conditions.

9. Project Safety

- 9.1 The Design-Builder shall develop and implement a project safety program in accordance with the General Terms and Conditions and applicable regulations.
- 9.2 The Design-Builder shall report to the City, as part of each monthly report, any safety violations and actions taken to protect the safety of persons and property engaged in the work.

10. Substitution Requests

- 10.1 The Design-Builder shall keep a log of substitution requests.
- 10.2 The Design-Builder shall review substitution requests to insure that they are complete; and, if not, return them for proper submission.
- 10.3 The Design-Builder shall review substitution requests with the City. Substitution requests shall be reviewed for approval by the City. The City discourages substitutions and the City's approval will be granted only upon the most persuasive arguments as to quality, function and financial merit regarding a substitution

- 10.4 The Design-Builder shall track and monitor substitution requests until all substitution requests are processed by the City.
- 10.5 The Design-Builder shall include substitution requests, if any, on the agenda topic at the Owner's meetings and advise the City immediately of any delays in the substitution request process.

11. Submittal Review / Processing

- 11.1 The Design-Builder shall log submittals prior to submission to the City. The Design-Builder shall insure that submittal packages are submitted in an appropriate manner and, if not, return them to the Sub- Contractor for proper submission.
- 11.2 The Design-Builder shall utilize the Submittal module in the project management system for the Project. The Design-Builder shall review submittals for compliance with the specifications. No substitution shall be permitted unless the substitution request process is followed.
- 11.3 The Design-Builder shall track and monitor submittals throughout the Construction Phase until all submittals have been approved by the City.
- 11.4 The Design-Builder shall include submittals as an agenda item at all Owner meetings and advise the City immediately of any delays in the submittal process.
- 11.5 The Design-Builder shall develop a submittal-aging report and submit it to the City at each bi-weekly progress meeting.

12. Requests for Information (RFIs)

- 12.1 The Design-Builder shall utilize the RFI module in the project management system for the Project.
- 12.2 The Design-Builder shall log and review all RFIs prior to submission to the City. The Design-Builder is to insure that the RFIs submitted are appropriate and not frivolous.
- 12.3 The Design-Builder shall track and monitor all RFIs in a timely manner until they are processed by the City.
- 12.4 The Design-Builder shall include RFIs as an agenda topic at all Owner meetings and advise the City immediately of any delays in their processing. The Design-Builder shall discuss with the City responses to RFIs that have an added cost impact.
- 12.5 The Design-Builder shall develop an RFI aging report, and submit it to the City at each progress meeting.

13. Project Site Documents

- 13.1 The Design-Builder shall develop, implement, and maintain at the Project site, on a current basis, a structured document control system which tracks records of contracts, RFI's, submittals, purchases, materials, equipment, operating and maintenance manuals and instructions, and any other documents and revisions which arise out of the Contract or the work.
- 13.2 These documents shall be readily available to the City any time during the performance of this Contract.
- 13.3 The Design-Builder shall maintain an accurate set of as-built Construction Documents, i.e. contract drawings and specifications, and update them weekly to reflect the as-built conditions, including RFIs, ASI's, Change Bulletins and approved products. The Design-Builder shall monitor and audit mark-ups of as-built conditions on a weekly basis.
- 13.4 The Design-Builder shall have a set of operating manuals in the field office for any piece of equipment that is started up.

14. Change in Scope

- 14.1 The City may unilaterally at any time by written Modification to the Contract make changes within the general scope of the work to be performed under the Contract.
 - a. Changes in the scope of work to be performed during the Construction Phase shall be governed by the General Terms and Conditions of the Contract, as supplemented by the provisions of this SECTION. Notwithstanding anything in the General Conditions, the provisions thereof shall apply only to work to be performed in the Construction Phase.
 - b. The Design-Builder shall notify the City in writing within 10 days of receipt of City's modifications with detailed cost supportive data (and copy to the Project Manager) if an apparent change in scope or design will require a change in the schedule.
 - c. It is understood and agreed that refinement may be accomplished from time to time with respect to the Construction Documents. No adjustment in the Contract Price or the Scheduled Completion Date shall be made unless such refinement results in changes in the scope or design of the Project, as determined by the City. Nothing herein shall be construed to preclude the City or the Project Manager from ordering minor changes in the Work not involving increases in cost, consistent with the intent of the CDs.

- d. No Contract Modification (change order) expenditures shall be made against the Contract prior to issuance of a Modification to the Contract by the City.
- e. The City will review the Design-Builder's analysis and cost data and advise the Design-Builder of its findings. The City and Design-Builders shall reach agreement on the nature of the subject change and upon the City's direction eliminate the circumstances of the change or negotiate a mutually agreed cost change to Contract Price. The Design-Builder shall notify the Project Manager, and the City of such changes before sub-contractor bids for the work associated are requested.
- f. Changes to the Contract Price will only be made by issuance of Modifications to the Contract by the City.

14.2 The Design-Builder shall utilize a project management system for all proposed contract modifications. The Design-Builder shall, with complete supporting data, recommend necessary/desirable changes to the City and Project Manager for approval. The Design-Builder shall review and negotiate change order proposals and verify entitlement and price before forwarding them to the Project Manager.

14.3 General Conditions: Refer to **SECTION VIII** in this RFP for provisions regarding changes in scope.

14.4 Credits associated with scope reductions shall revert to the City in full.

15. Separate Contracts

15.1 Without invalidating the relationships with the Design-Builder, the City reserves the right to let other contracts in connection with the Project, the work under which may proceed simultaneously with the execution of the Design-Builder's work. The Design-Builder shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Design-Builder shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Design-Builder from carrying out his work according to the plans and specifications, the Design-Builder shall immediately notify the Project Manager upon discovering such conditions.

16. Operations and Maintenance Manuals

16.1 The Design-Builder shall provide two (2) review hard copies of the required operating and maintenance manuals for equipment associated with systems

to be commissioned including mechanical, plumbing, fire protection, fire alarm, electrical, and other systems, at least thirty (30) days prior to the demonstrations for such equipment.

16.2 Provide final updated data in operations and maintenance manuals to reflect final as-built systems and equipment. Do not include emails or other such documents. Data available in color shall be provided in color.

16.3 The Design-Builder shall provide electronic files of approved operating and maintenance manuals in Portable Document Format that is in color, readable, searchable, and with bookmark links, and two boundhard copies in color with table of contents.

17. Training and Demonstrations

Provide a proposed training and demonstration schedule at least four (4) weeks prior to commencement of these activities, and complete required training and demonstrations for the institution's personnel prior to Substantial Completion.

18. Extra Stock, Tools, Spare Parts, Keys

18.1 Deliver the spare parts, attic stock, equipment keys and tools, and other specified materials to the City a minimum of thirty (30) days prior to Substantial Completion.

18.2 Tag, label, and turnover building keys, access cards, other security items, and other City property in the Design-Builder's possession prior to substantial completion.

19. Claims Avoidance

19.1 The Design-Builder shall advise the City, as necessary, on construction issues so as to avoid disputes. Such advice shall be provided on a timely basis.

19.2 If claims, disputes arise, the Design-Builder shall provide the City with assistance as requested including, but not limited to, cost assessments, documentation review, and contract review.

20. Substantial Completion

Substantial Completion is when the Project is sufficiently complete, in accordance with the Construction Documents, such that the City may use and occupy the building of the Project or designated portions thereof for the intended purpose. The work and services under this Contract shall be scheduled to achieve Substantial Completion within an established period of time from the Construction Phase Notice to Proceed (NTP). Refer to **SECTION III, Parts A and B** for completion periods and/or dates for this Project.

D. ACCEPTANCE PHASE SERVICES

1. Complete the requirements of this phase within the duration required by the Contract Documents. Provide schedules for and management of required activities during this phase.
2. The Design-Builder shall complete the punchlist work and notify the Project Manager, that the project is ready for final inspection within eight (8) weeks after the date of Substantial Completion. Comply with the requirements of the Contract Documents for final inspection and final completion.
3. Participate in completion of commissioning activities:
4. Within 30 days after the date of Substantial Completion, provide hard copies of the as-built documents to the Project Manager.
5. Sustainable Building Rating System Certification: Complete submission of documentation during this phase per the requirements of the contract documents.
6. Demobilize trailers and other temporary facilities before or after substantial completion as coordinated with the City, restore the site per the Contract Documents, and settle and pay final utility bills.
7. Coordinate all acceptance phase activities with the City's occupancy activities, which may include keying, access control activation, room signage, furniture delivery and installation, equipment delivery, occupant move-in, and other activities.
8. Submit progress reports through final completion.

E. CONTRACT COMPLETION PHASE SERVICES

1. Request reduction of retainage and submit consent of surety to the reduction of retainage.
2. Provide a schedule for post-substantial completion activities and services specified in the construction documents, which may include opposite- season commissioning and balancing activities; calibration checks; equipment service, cleaning and maintenance activities; and other specified activities and services.
3. Final Contract Report: Provide three (3) hard copies and the native files for a final contract report on the financial reconciliation of the Contract within 30 days after final completion. The Design-Builder shall submit the final contract report based on the format provided by the City, and revise the report as required by the City. The final contract report shall include the following information:
 - 3.2 A Contract summary matrix.
 - 3.3 A matrix enumerating the original Contract, contract modifications, and final Contract total.

- 3.3 Copies of subcontractors' change orders.
 - 3.4 Release of Liens: Provide a release of liens for each subcontractor. The release of liens shall indicate the amount of the original contract, the total amount of change orders, and the final sub- contract amount. The release of liens must be signed by the sub- contractor and notarized.
 - 3.5 Other information and documents requested by the City.
4. Comply with requirements of the Contract Documents for final payment

F. WARRANTY PERIOD

1. Attend and participate in warranty inspections at six months, twelve months, and 23 months after Substantial Completion to identify warranty issues requiring correction, replacement, or repair. Items identified during the inspections will be compiled in a list and issued by the Project Manager.
2. Schedule, manage, and coordinate with the City the post-Substantial Completion activities and services specified in the Construction Documents, which may include opposite-season commissioning and balancing activities; calibration checks; equipment service, cleaning and maintenance activities; and other specified activities and services.

END OF SECTION V

SECTION VI
GENERAL TERMS AND CONDITIONS
OF THE CONTRACT
(Attached)

SECTION VI – GENERAL TERMS AND CONDITIONS OF THE CONTRACT

The General Terms and Conditions of the Contract Between the City and Construction Manager, attached, is part of this Contract and may be referred to as “General Terms and Conditions”.

SECTION VIII

GENERAL CONDITIONS COSTS

SECTION VIII GENERAL CONDITIONS COSTS

A. GENERAL CONDITIONS GUIDELINES

1. The Design-Builder shall estimate a fixed lump sum amount for General Conditions for the Project and submit it in the Price Proposal.
2. The General Conditions items shall be estimated by the Design-Builder and submitted with his Price Proposal. The Design-Builder will calculate and manage General Conditions expenses using his own format and cost breakdown. This SECTION provides DESIGN-Builders with a guideline for estimating General Conditions costs. This SECTION does not attempt to identify every General Conditions item. It is the Design-Builder's responsibility to include all General Conditions items required to complete the Project.
3. The General Conditions cost submitted by the Design-Builder is a fixed cost. It is not subject to shared savings, and cost overruns will be absorbed by the DESIGN-BUILDER.
4. This SECTION identifies items that are to be included as project allowances in the Design-Builder's Price Proposal. Refer to **SECTION V** in this RFP for the definitions of project allowances.
5. The City recognizes that certain events during the development of the design may result in changes that could impact General Conditions costs. In these cases, the City may authorize (or request) increases in or reductions to General Conditions costs. In the event of City-initiated scope changes, any increase or decrease in General Conditions will be negotiated on a case by case basis.
6. No additional General Conditions Cost will be considered unless additional personnel, time, or specific Design-Builder General Conditions costs result from a change.
7. Costs associated with the DESIGN-BUILDER's main office or main office personnel, including the costs associated with the use of items or equipment of the main office, shall not be included in General Conditions. All such costs are deemed to have been included in the overall bid.
8. Payment for General Conditions will be made based on the percentage of completion of work. A negotiated percentage will be allocated to mobilization and demobilization and close out, and paid as these activities are completed.
9. The Design-Builder shall ensure that sub- contractors comply with any requirements regarding noise, traffic control, clean up, and work hour restrictions as required for this Project.

B. GENERAL CONDITIONS EXPENSES

Unless noted otherwise, General Conditions shall include but not be limited to the following items:

1. Field Personnel:

- a. Staffing of the Project with the qualified field personnel required for the effective management of the Project. General Conditions shall include all required field personnel, such as Project Manager, Superintendent(s), Assistant Project Manager(s), Project Engineer(s), Clerk/Secretaries, Assistant Superintendent(s), Laborer Foremen, and Laborer(s) as required to manage the Project.

Field personnel shall include no less than the personnel indicated on the Personnel Plan, which shall be completed by the Design-Builder and submitted with the Technical Proposal.

The remainder of the field personnel and their percent of time on the Project shall be determined by the Design-Builder.

- 1.1 Out-of-town travel expenses for field personnel related to off-site equipment, materials inspections, or relocation, including hotel, meals, and transportation.
- 1.2 Adequate field supervisory and on-site staff for three (3) months after Substantial Completion to allow the expeditious completion of the punchlist, project close out, and financial close out.
- 1.3 Main office personnel, including the Project Executive, and personnel costs not identified herein are not included in General Conditions regardless of the physical location of the personnel, and shall be included in the Design-Builder Construction Services Fee. Some examples of non-eligible costs are information technology personnel, financial or accounting personnel, safety personnel, and schedulers, regardless of their physical location.
- 1.4 Bonuses of any type are not eligible as General Conditions.

2. Vehicles

- 2.1 Expenses for vehicles utilized by field personnel including lease, insurance, maintenance and repair costs, and the cost of gas or fuel.

3. Safety and Site Security:

- 3.1 The Design-Builder shall establish and maintain an on-site safety program throughout construction.
- 3.2 First aid supplies, visitor and Design-Builder personnel hardhats and goggles, safety signage, and security locks.

- 3.3 Costs associated with Design-Builder's safety personnel are not in General Conditions regardless of the personnel's physical location and shall be included in the Contract Price. Some examples of personnel that are not in General Conditions are safety program manager, training personnel, inspection personnel, and other safety personnel.
4. Temporary Field Facilities and Services:
 - 4.1 Set up, removal, and monthly rent for Design-Builder trailer.
 - 4.2 Utilities for Design-Builder field offices, including power, water, gas/heating, sewer and their respective connections.
 - 4.3 Design-Builder field office communication services for land telephone and its voice mail, cellular phones, walkie-talkies, and internet connections.
 - 4.4 Cleaning and security alarm systems for Design-Builder field office.
 - 4.5 Temporary toilets/sanitary facilities, including paper products, for the Design-Builder, City personnel, Sub- Contractors' personnel, and other personnel and visitors as required.
 - 4.6 Project sign(s) identifying the Project, and construction signage as required for directional or traffic control purposes. The project sign is 6' x 8' x 3/4" wood.
 - 4.7 Installation and maintenance of temporary roads shall be included in Contract Price.
5. Field Offices' Equipment and Software:
 - 5.1 The DESIGN-BUILDER's field office equipment shall include at least one copy machine; one scanner; one large format plotter, one digital camera; the software associated with this equipment; office furniture for personnel; and a table and chairs for a 10-person conference room.
 - 5.2 Maintenance and repair of field office equipment for Design-Builder and for City on-site field representative(s).
 - 5.3 Computer equipment; computer software; software support provided by Design-Builder's personnel or by an independent company; and maintenance and repair of field office computer equipment for Design-Builder.
6. Field Offices' Supplies and Postage/Shipping:
 - 6.1 Field office supplies and postage/shipping.

- 6.2 Postage, shipping, and deliveries of submittals, reports, and other required deliveries during construction.
- 6.3 Personal electronic devices are not included in General Conditions.
7. Temporary Utilities:
 - 7.1 Temporary power; temporary power for lighting; temporary water, sewer, gas, and building heat required from NTP for Construction to Substantial Completion (or beneficial occupancy if not on the same day). Temporary power and temporary utilities as defined herein include the cost of permanent power and permanent utilities to the building through the date of Substantial Completion.
 - 7.2 Set up and maintenance of temporary utilities, including temporary meters, shall be included in Sub- Contracts.
 - 7.3 Temporary heat for concrete and masonry Sub- Contractors' work shall be included in Sub-Contractor Contracts.
 - 7.4 Temporary lighting installation, such as wiring, fixtures, fittings, lamps, secondary panels, and other devices, shall be provided by the electrical Trade Contractor.
 - 7.5 The Design-Builder shall insure proper use of these services and prevent waste and excesses by his personnel or by the Trade or Sub- Contractors.
8. Waste Management and Daily Cleaning
 - 8.1 Labor cost for management of the daily site cleaning and trash collection shall be included under Part B Paragraph 1 in this SECTION.
 - 8.2 Daily and rough cleaning is not in General Conditions, and shall be in sub-contractors' scope of work. The Design-Builder shall provide a daily and rough cleaning plan and obtain City approval.
 - 8.3 Regular trash collection and removal shall be in a Trade Contract.
9. Protection of Finished Work

Protection of existing facilities, where applicable, and protection of finished work shall be included in any Sub- Contract(s).
10. Weather and Other Protection
 - 10.1 Temporary weather and dust protection (that which practically remains outside of Sub- Contracts) as may be required during construction.

- 10.2 Site snow removal, as may be required during construction.
- 10.3 Materials for maintenance of erosion control after the end of the Site Sub-Contractor's maintenance.
- 10.4 Pumping and dewatering shall be included in a Sub- Contract or Contract Price.
- 11. Material Handling
 - 11.1 Chute(s).
 - 11.2 Cranes, hoists, and crane and hoist operators shall be assumed to be in Sub-Contracts(s) or Contract Price.
- 12. Elevator Operators
 - 12.1 Elevator operators after receipt of a temporary elevator permit.
 - 12.2 Elevator operators shall be assumed to be in a Sub- Contract prior to receipt of a temporary elevator permit.
- 13. Miscellaneous Materials and Small Tools:

Miscellaneous materials, small tools, surveying equipment, and other types of equipment.
- 14. Permits and Fees:
 - 14.1 Obtaining and paying fees for any other permits, approvals, licenses, inspections by authorities having jurisdiction, including without limitation state mandated electrical inspection, and electrical inspections, elevator, plumbing and all other trades that are necessary for the means and methods employed by the Design-Builder to complete the Work or that are customarily obtained during construction are not included in general conditions cost and shall be in trade contracts.
- 15. Performance and Payment Bonds: Include the costs of the performance and payment bond required for the construction phase of the project.
- 16. Insurance Required:
 - 17.1 Requirements for pre-construction and construction are included in the General Terms and Conditions. The costs of required insurance for the Pre-Construction and Construction Phases of the Project are included in General Conditions. The Price Proposal shall include the following breakdown of Insurance Costs:
 - a. Builder's Risk Insurance.

- b. General Liability Insurance
 - c. All Other Insurance.
18. Professional and Special Services:
- 18.1 Final cleaning and glass-cleaning services are not included in General Conditions, and shall be in Sub- Contract(s) or the Contract Price.
 - 18.2 The following are not included in General Conditions and shall be Sub-Contracts or consultant agreements approved by the City. The Design-Builder shall obtain competitive pricing for these services. The City may consider non-competitive pricing under certain circumstances:
 - a. Surveying services, including site survey and layout as required by the Construction Documents.
 - b. Testing and inspection services provided by an independent testing agency.
 - 18.3 Scheduling services, whether provided by the Design-Builder's in-house personnel or by a consultant, shall be included in the Contract Price.
19. Other Professional Services: Legal services required by the Design-Builder are not included in General Conditions.

END OF SECTION VIII

SECTION IX
SAMPLE CONTRACT DOCUMENTS
(Under Separate Cover)

SECTION X

**SCHEDULES, REPORTS, AND
SCHEDULE OF VALUES**

SECTION X SCHEDULES, REPORTS, AND SCHEDULE OF VALUES

A. DEFINITIONS

1. Schedule: The document required for planning and control of the timely execution of the Project.
2. Pre-Construction Phase Schedule: Schedule submitted by the Design-Builder required for planning and control of Pre-Construction Phase activities.
3. Preliminary Construction Schedule: The schedule to be submitted by the Design-Builder after NTP for the Construction Phase is issued, required for planning and control of construction activities until the Detailed Construction Schedule is submitted and accepted by the City.
4. Detailed Construction Schedule: The schedule required for planning and control of Construction Phase activities.
5. Critical Path Method (CPM): A construction scheduling technique using network analysis diagrams to plan and organize construction activities in an orderly manner along the critical path.
6. Critical Path: The longest path through a project network from start to finish where the total project duration is longer than any other path; also called Longest Path.
7. Network: A network diagram is a graphic representation showing the relationship of activities and events in the correct sequences required to complete the Project within the Construction Schedule required in SECTION III of this document.
8. Activity: One single identifiable task in the Project.
9. Critical Activity: Tasks on the Longest Path and/or tasks with zero (0) or negative total float time which determine the critical path and control project completion.
10. Event: The starting or ending point of an activity.
11. Float: Time available for a given activity in excess of its estimated duration. It represents the amount of leeway available in scheduling an activity.
 - 10.1 Free float: The amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 10.2 Total float: The amount of time an activity can be delayed without adversely affecting overall time for Project completion.
12. Work Days: The days during which the Design-Builder intends that construction work will be performed, excluding Saturdays, Sundays, and holidays that are submitted by the Design-Builder and agreed to by the City. The list of holidays shall

be submitted to the City in writing and shall accompany the Preliminary Construction Schedule.

13. Construction Phase Milestones: The dates indicated in the most current Detailed Construction Schedule accepted by the City for completion of defined portions and/or phases of construction. Show milestones in the schedule as zero duration activities with "Finish-No-Later-Than" dates. Milestones shall represent only the major items of construction work or interface dates. Milestones are considered essential to the satisfactory performance of this Contract and to the coordination of work on the Project.

B. QUALITY ASSURANCE

1. DESIGN-BUILDER's Administrative Representative: The Design-Builder shall designate an authorized representative in his firm who will be responsible for assisting in the preparation of the CPM Schedule and review/report progress of the Project to the City. The DESIGN-BUILDER's representative shall have direct project control and complete authority to act on behalf of the Design-Builder in fulfilling requirements of this SECTION, and such authority shall not be interrupted throughout the duration of the Project.
2. Refer to SECTION II in this RFP for the minimum qualifications required for the scheduler.
3. Computer Program: The Design-Builder shall use a computer software program for network analysis that has been developed specifically to manage CPM construction schedules and is acceptable to the City. Such software must be compatible with Oracle's Primavera P6 Professional R15 or later.

C. SCHEDULING SERVICES DURING PRE-CONSTRUCTION PHASE

1. The Design-Builder shall, within fourteen calendar (14) days of the NTP, provide the City with the format for the CPM schedule for the design and construction phases of the project. This schedule will be reviewed for compliance with the Contract and for acceptable format.
2. Updated schedules shall be submitted immediately following each design phase submission.
3. Activities in the schedule shall represent the full list of the Design-Builder's scope of work, and shall include the major milestones of the Construction Phase and Post-Construction phase.
4. If an Architect's design schedule does not exist, the Design-Builder will bear full responsibility for creating and submitting for approval a schedule incorporating the Architect's and Design-Builder's tasks and responsibilities.

5. The Design-Builder shall develop a detailed CPM schedule for use during the Pre-Construction Phase. This schedule shall incorporate the Architect's design schedule, the City reviews and approvals, and milestones, and all Design-Builder activities required during Pre-Construction as identified in SECTION V, Part A in this RFP. The City will approve the schedule with the Design Team's assistance. The Design-Builder shall monitor this schedule during Pre- Construction, insure that this schedule is maintained, and advise the City in writing of any deficiencies in adhering to this schedule by any party.

D. PRELIMINARY CONSTRUCTION SCHEDULE

1. Preliminary Construction Schedule: Within fourteen (14) calendar days of the date established for commencement of the Construction Phase, submit a Preliminary Construction Schedule.
2. The following items shall be included:
 - 2.1 CPM network diagram containing detail activities for the first 120 days of construction and summary activities for the period after the first 120 days until the end of the Project. The work for each phase or area shall be represented by at least one summary activity such that the Preliminary Construction Schedule indicates construction work through Substantial Completion.
 - 2.2 A written detail description of the DESIGN-BUILDER's proposed construction methodology, including a proposed general sequencing plan.
 - 2.3 Proposed calendar (meeting the constraints of "Work Day" definition in this SECTION), indicating holidays, other proposed non-work days, and proposed time periods for shift work by trade, if any.
 - 2.4 Key Items Procurement: For all "key" (major equipment and materials and long-lead (over 16 weeks, from order placement to delivery)) items fabricated or supplied for construction, include a tabular report detailing these items and indicating schedule dates for the following related activities:
 - a. Preparation of submittals.
 - b. Review and approval of submittals. (Indicate a review time of no less than fourteen (14) calendar days from receipt to mailing for any individual submittal. Adjust logic and/or duration of submittal activities as directed by City in the event that the City determines that the DESIGN-BUILDER's proposed submittal schedule assumes an overly concentrated period of submittal review).
 - c. Manufacture or fabrication.
 - d. Delivery.
 - e. Receipt, inventory, off-loading, warehousing.
 - f. Handling and re-handling.
 - h. Erection or installation.
 - i. Testing and inspection.

j. Commissioning.

- 2.5 Tabulation of Submittals: Tabulate by date of submittals required during the first 120 days of construction. List those required to maintain orderly progress of construction, and those required early because of long lead-time for manufacture/fabrication or extended transportation/delivery requirements.
- 2.6 Distribution: Provide electronic files to the City. Distribute the Preliminary Construction Schedule to Sub- Contractors and suppliers that need to know about the timing of these construction activities.

E. DETAILED CONSTRUCTION SCHEDULE

1. The Design-Builder shall prepare and maintain a detailed construction schedule as described below. This schedule shall be the DESIGN-BUILDER's working schedule, used to plan, organize and execute the work, record and report actual performance and progress, and show how the Design-Builder plans to complete remaining work as of the end of each progress report period.
2. Upon acceptance by the City of the Detailed Construction Schedule, it will become the Baseline Construction Schedule, to be used as the basis for analysis and review of any time extension requests.
3. Submit a Detailed Construction Schedule package extending the accepted Preliminary Construction Schedule. This schedule shall contain the following:
 - 3.1 CPM network diagram containing detail activities for the entire project using the Critical Path Method. Each schedule submitted shall have a critical path that is clearly identifiable. The following requirements shall be met by all activities:
 - a. The total cost loaded into all activities in the Detailed Construction Schedule by CSI division number should equal the total contract price.
 - b. Include individual activities for the following items:
 - 1) Performance and Payment Bonds.
 - 2) Insurances.
 - 3) General Conditions
 - c. The sum of the costs assigned to activities shall be equal to the Contract value rounded off figures to nearest whole dollar.
 - d. Unit Cost Allowance: Show line item value as product of unit cost times measured quantity as estimated from best indication in Construction Documents.

- e. Durations of individual detail activities should not exceed thirty (30) work days except those activities that represent procurement tasks or non-construction activities.
 - f. Costs allocated to individual detail activities should not exceed \$50,000. The City will allow the cost of some individual activities to exceed \$50,000 with proper justification.
 - g. No project costs are to be assigned to development of shop drawings, manufacturing, or shipping activities, except for limited cases authorized by the City.
 - h. Delivery activities should be represented by finish milestones.
4. The Detailed Construction Schedule shall illustrate order and interdependence of activities and sequence of work, restrictions of access and availability of work areas, how the start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
 5. The Detailed Construction Schedule shall provide sufficient detail and clarity of form and technique so that the Design-Builder can plan, schedule, and control construction properly, and the City can readily monitor and follow the progress for all portions of construction. The Detailed Construction Schedule shall comply with the various limits imposed by the scope of work and by any intermediate milestone dates required in the Contract.
 6. The degree of detail shall be to the satisfaction of the City and the Project Manager, and the following factors shall be addressed in the network:
 - 6.1 A phased breakdown of the entire project by floor, area, and Sub- Contractor.
 - 6.2 Use clear and concise activity descriptions.
 - 6.3 The beginning and end of each activity shall be readily observable and verifiable during execution of the work.
 - 6.4 The type of work to be performed and the labor trades involved.
 - 6.5 All purchase, manufacture and delivery activities for all major materials and equipment.
 - 6.6 Deliveries of City furnished equipment.
 - 6.7 Preparation and processing of submittals.
 - 6.8 Preparation and approval of coordination drawings.
 - 6.9 Access and availability of work areas.
 - 6.10 Testing, and submission and approval of test results.
 - 6.11 Incorporate time for pre-testing.
 - 6.12 Provide list of all required tests and sequence accordingly.
 - 6.13 Close-in inspections/correction of deficiencies.
 - 6.14 Testing/balancing of systems.
 - 6.15 Commissioning of building systems.
 - 6.16 Potential weather delays.
 - 6.17 Demonstrations and training.

- 6.18 Punch list inspection/correction of deficiencies.
- 6.19 Each project closeout activity as required by the City.
- 7. The network shall clearly indicate intermediate milestone events, the Contract completion date, and final acceptance date, and the predicted status of these control points as the networks are updated. The primary path(s) of criticality shall be clearly and graphically identified on the network. The status of construction work in progress shall also be similarly identified and the reported percent complete indicated for the last report period.
- 8. Cash Flow Projections: Using the cost assigned to each activity of the Detailed Construction Schedule, The Design-Builder shall develop a cash flow analysis in graphic form depicting estimated cash draw down in aggregate, by month, over the life of the Project. The accepted cash flow projection will serve as the basis for the Schedule of Values.
- 9. Schedule of Values: The Schedule of Values shall be provided upon acceptance of the Detailed Construction Schedule and acceptance by the City of the corresponding cash flow projections. The Schedule of Values shall be an integral part of the Detailed Construction Schedule to the extent that updating activities on the schedule for progress will update the corresponding lines on the Schedule of Values. The Design-Builder shall submit data to substantiate accuracy of information on the Schedule of Values as the City may require.
- 10. Updating Schedules
 - 10.1 Updates to the schedule shall be presented by The Design-Builder and discussed at periodic progress meetings or as designated by the City. Update any significant changes as a result of action agreed to in the periodic progress meeting.
 - 10.2 The Design-Builder acknowledges that updating the schedule to reflect actual progress made as of the date of update is not a modification to the Contract's schedule requirements.
 - 10.3 Submit computer reports and network graphics that reflect the progress of construction with respect to both cost and time, in accordance with the requirements of the initial Design-Builder-proposed Detailed Construction Schedule. Submit an updated cash flow graphic showing a) accepted baseline schedule early start and late start curves, b) actual curve as of update, and c) forecast early start and late start curves to complete construction. Adjust the selection and sort sequence, format, and content of reports as directed by City and the Project Manager.
- 11. City's Review and Design-Builder Schedule Revisions
 - 11.1 Upon acceptance of the initial or updated Detailed Construction Schedule by the Project Manager, the Design-Builder shall, within three (3) calendar days:

- a. Distribute copies of the accepted Detailed Construction Schedule to Sub-Contractors, suppliers, City, Project Manager and other concerned parties.
- b. Instruct recipients to promptly report in writing, problems anticipated by the projections shown in the schedule.
- c. When revisions are made, distribute updated schedules to the same parties.

11.2 The City's acceptance of the proposed Detailed Construction Schedule signifies only that the City's summary review of the schedule leads the City to believe that the Design-Builder has met the general requirements of this SECTION pertaining to the schedule's format and content. Acceptance by City of the Detailed Construction Schedule does not relieve the Design-Builder of any responsibility for the accuracy or feasibility of the Design-Builder's plan for execution of construction, or to perform the construction within specified time constraints. Such acceptance does not express or imply that the City warrants, acknowledges or admits the reasonableness of the activities, logic, durations, manpower, cost or equipment loading of the Design-Builder's proposed or accepted schedule.

F. PRELIMINARY CONSTRUCTION SCHEDULE AND DETAILED CONSTRUCTION SCHEDULE

1. Schedules shall be in the form of an activity oriented network diagram (Critical Path Method). This SECTION shall govern the development and utilization of schedules.
2. The Design-Builder shall come to progress meetings with the required data prepared in advance of each meeting, to provide, as of the end of the updating period, a complete and accurate report of contract procurement and construction progress and showing how the Design-Builder plans to continue construction to meet the Contract completion date.
3. Illustrate complete sequence of construction by activity. Provide dates for submittals including those for City furnished items, if any, and return of submittals, dates for procurement and delivery of products, and dates for installation and provision for testing. Provide legend for symbols and abbreviations.

3.1 All of the above reports shall include the following information:

- a. Activity ID
- b. Activity Name
- c. Original Duration
- d. Remaining Duration
- e. At Complete Duration
- f. Start Date

- g. Finish Date
- h. Percent Complete
- i. Total Float
- j. Finish Date Variance from Last Approved Schedule Finish Date

4. Schedule Status Report: Provide a written report describing the following:

- 4.1 Status of construction and the schedule.
- 4.2 Physical progress during the report period.
- 4.3 Activities modified since previous report period.
- 4.4 Major changes in construction work.
- 4.5 Major milestones (achieved and slipped).
- 4.6 Plans for forthcoming report period.
- 4.7 Actions to correct any negative float predictions.
- 4.8 Problem areas.
- 4.9 Anticipated delays and their impact on schedule.
- 4.10 Changes required to maintain Date of Substantial Completion.
- 4.11 Corrective action taken or proposed.
- 4.12 The City reserves the right to ask for additional information in this format on a monthly basis if required to expedite the review and acceptance process.

5. Progress Payments: Refer to SECTION IV in this RFP for requirements for progress payments.

6. City's Review and Design-Builder Schedule Revisions

- 6.1 At the request of the City, The Design-Builder shall participate in any meetings necessary to reach a mutual agreement and acceptance of schedules or Cash Flow Projections.
- 6.2 Within fourteen (14) calendar days of receipt of the City's questions, if any, The Design-Builder shall respond by submitting a revised schedule if the Design-Builder accepts the City's revision requests, or The Design-Builder shall submit in writing justification why such revisions should not be implemented. If the DESIGN-BUILDER's justification for not implementing the revisions is acceptable to the City, the City will accept the DESIGN-BUILDER's schedule as submitted. Schedule issues that remain unresolved will result in a schedule that is not accepted by the City. The City's non-acceptance of the DESIGN-BUILDER's schedule does not absolve the Design-Builder of the requirement to meet the completion date required by the Contract.
- 6.3 The City's acceptance of a schedule submitted by the Design-Builder in no way makes the City insurers of success of the DESIGN-BUILDER's time performance, or liable for time or cost overruns flowing from the shortcomings of a DESIGN-BUILDER-authored schedule. The City

disclaims and the Design-Builder waives any City obligation or liability by reason of the City's acceptance of the Design-Builder's schedule submissions.

7. Float Time

7.1 Float is not for the exclusive benefit of either the Design-Builder or City. The Design-Builder shall manage construction according to early start dates, by commencing activities on the early start date (calculated by the latest accepted schedule) or earlier if possible, unless constrained by a bona fide resource limitation. Actual or projected City- caused delays that do not exceed available float time shall not have any effect on the DESIGN-BUILDER's adherence to specified time constraints and shall not be a basis for any time extension.

7.2 The Design-Builder acknowledges the following:

- a. Activity delays shall not automatically result in adjustment of specified time constraints.
- b. A Contract Modification or other City action or inaction may not affect existing critical activities or cause non-critical activities to become critical.
- c. A Contract Modification or delay may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on specified time constraints.
- d. Pursuant to the above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity durations, or imposed dates shall be distributed by the City to the benefit of the City and DESIGN-BUILDER.

7.3 If the Design-Builder wishes to complete construction earlier than the time required, the following shall apply:

- a. The Design-Builder shall continue to calculate float based on the construction completion date required by the Contract and Contract Modifications, by maintaining the required Substantial Completion date as a "finish-no-later-than" constraint.
- b. The completion time for construction shall not be amended by the City's acceptance of the Design-Builder's proposed earlier completion date.
- c. The Design-Builder shall not, under any circumstances, receive additional compensation for fees, General Conditions, or Sub-Contracts for the period between the time of earlier completion

proposed by Design-Builder and the completion time for construction specified as of NTP.

8. Weather Caused Delays

8.1 The City and Design-Builder shall use the following table labeled “Monthly Anticipated Adverse Weather Days (in work days)” as the basis for determining the anticipated number of “unusually severe weather” workdays at the construction site:

Monthly Anticipated Adverse Weather Days (in work days)											
JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
4	5	4	5	5	3	3	3	2	4	4	4

8.2 A lost work day shall be considered a weather delay when unusually severe weather exists and when such weather conditions directly cause work to be delayed on the activity or activities which are on the critical path according to the latest accepted update of the schedule during that month. Weather-caused schedule losses shall be measured in half (0.5) workday increments if the unusually severe weather affects work at the site only for one half of a normal workday. If unusually severe weather occurs during the first half of a normal work and also delays work during the second half of the day (e.g., due to employees not being required to report to work due to unusually severe weather), the entire work day shall be considered a weather caused lost work day. The Design-Builder’s request for weather caused time extensions during a given month shall be considered only for actual work days lost in excess of the number of work days listed in the table above and meeting the above criteria. The Design-Builder shall meet the submission and notification requirements and follow the procedures for requesting time adjustments to the schedule as described in this SECTION.

9. Contract Modifications, Delays, and Time Extensions

9.1 Submit a written Time Impact Analysis with proposed contract modifications which affect the Contract’s required completion date, illustrating the impact of the proposed contract modification on that date.

9.2 Time Impact Analyses shall include a network analysis demonstrating how the Design-Builder proposes to incorporate the proposed contract modification or delay into the Detailed Construction Schedule. The analysis shall demonstrate the time impact based on the date the signed Contract Modification is given to the Design-Builder, the status of construction at that point in time, and the event time computation of all affected activities. The event times used in the analysis shall be those included in the latest update of the schedule or as adjusted by mutual agreement. The Design-Builder shall submit any supporting electronic files with the Time Impact Analysis.

9.3 Time extensions will be granted only to the extent that the equitable time adjustment for the activities affected exceeds the total float along the path of activities at the time of actual delay or at the time that Notice to Proceed was issued for the Contract Modification. Each Time Impact Analysis shall be submitted within fourteen (14) calendar days after a delay occurs or after notice of direction for a change is given to the Design-Builder by the City. If the Design-Builder does not submit a Time Impact Analysis with a proposed contract modification for a delay within the required time period, he shall be deemed to have irrevocably waived his rights to any additional time and cost. Upon mutual agreement by both parties, the result of the analysis illustrating the influence of Contract Modifications and delays will be incorporated into the schedule during the first update after agreement is reached.

9.4 In the event the Design-Builder does not agree with the decision of the City regarding the impact of a delay, it shall be resolved in accordance with General Terms and Conditions.

10. Responsibility for Completion

10.1 The Design-Builder shall furnish sufficient field personnel, offices, materials, facilities, plant and equipment, to ensure the prosecution of construction in accordance with the current accepted schedule. If the City advises that the Design-Builder has fallen behind in meeting milestones as presented in the schedule, The Design-Builder shall take such steps as may be necessary to improve progress. Upon the City's written notice that The Design-Builder is behind schedule as a result of inexcusable causes, The Design-Builder shall immediately mitigate such loss by increasing the hours of work, the number of shifts, overtime operations and/or the amount of construction equipment without additional cost to the City. The Design-Builder acknowledges that such remedial action on his part is not compensable acceleration of the performance of construction.

10.2 Work for remedial action may be conducted on Saturdays, Sundays, or holidays, with sufficient written notice and subject to the City's approval.

G. DESIGN-BUILDER'S RESPONSIBILITY FOR THE SCHEDULE

1. Should the Design-Builder fail to define any element of construction, activity, or logic, and Project Manager review does not detect this omission or error, such omission or error, when discovered by the Design-Builder or City, shall be corrected by the Design-Builder before the next monthly schedule update and shall not be cause for delay of completion of construction within the required time. The Design-Builder acknowledges that the City and Project Manager are not required or otherwise obligated to discover errors or omissions in the DESIGN-BUILDER's proposed schedule. The City's, or others identified, acceptance of a schedule does not relieve the Design-Builder of the responsibility for the schedule.

END OF SECTION X

**SECTION XI
PRICE PROPOSAL & REQUIRED FORMS
RFP CP-19-05**

(Under Separate Cover)

