



REQUEST FOR QUALIFICATIONS

**PART A: PRE-CONSTRUCTION SERVICES (Design-Assist) and
PART B: CONSTRUCTION SERVICES (Construction Management at Risk)**

Engineering Classroom Building
University of Louisiana at Lafayette
Lafayette, Louisiana
Project No. 19-640-20-02, F.19002350

June 16, 2022

REQUEST FOR QUALIFICATIONS

ISSUE DATE: June 16, 2022

TITLE: **PART A: PRE-CONSTRUCTION SERVICES (Design-Assist) and
PART B: CONSTRUCTION SERVICES (Construction Management at Risk)**

Engineering Classroom Building
University of Louisiana at Lafayette
Lafayette, Louisiana
Project No. 19-640-20-02, F.19002350

ISSUED BY: State of Louisiana
Division of Administration
Facility Planning and Control
Claiborne Building
1201 North Third Street, Suite 7-160
Baton Rouge, LA 70802

The electronic submission of “PROPOSALS” (Statements of Qualifications) will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control until **2:00 PM local time, Tuesday, July 26, 2022**, for furnishing the work described herein. The “PROPOSAL” must be titled **“PART A: PRE-CONSTRUCTION SERVICES (Design-Assist) and PART B: CONSTRUCTION SERVICES (Construction Management at Risk), Engineering Classroom Building, University of Louisiana at Lafayette, Lafayette, Louisiana, Project No. 19-640-20-02, F.19002350”** and title indicated in the subject line of the email.

In compliance with this Request for Qualifications and with all Conditions imposed herein, the undersigned offers and agrees to furnish services in accordance with the attached signed Proposal.

I certify that I have read and understand this Request for Qualifications and am duly authorized to sign this proposal for the Proposer. I certify that the language in this document has not been altered in any way and appears as originally transmitted by the issuing authority.

NAME AND ADDRESS OF FIRM (PROPOSER):

_____ DATE: _____
_____ BY: _____
_____ NAME: _____
_____ TITLE: _____
_____ PHONE: _____
_____ EMAIL: _____

PROPOSAL (including all addenda) shall be submitted in electronic format only and emailed to: FPC-RFQ@la.gov prior to the stipulated deadline for receipt of Proposals (Statements of Qualifications).

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GENERAL INFORMATION

1.1 INTRODUCTION AND PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit Proposals (Statements of Qualifications) from qualified Construction Managers to establish contracts for Part A: Pre-Construction Services and Part B: Construction Services (Construction Management at Risk) for the State of Louisiana (herein defined as “State” or “Owner”). Owner intends to contract with a qualified Pre-Construction Manager (PCM) to provide Pre-Construction Consulting Services and a Construction Manager at Risk (CMR) to provide Construction Services including guaranteeing the maximum cost of construction through a Guaranteed Maximum Price contract (GMP). The contracting of Part B: Construction Services with the successful Pre-Construction Manager will be an Owner option. Selection of the PCM/CMR will be a selection method based on the Criteria Evaluation and Scoring addressed in Section 5 of this RFQ. The Owner seeks a qualified Pre-Construction Manager (PCM) / Construction Manager at Risk (CMR) to coordinate the day-to-day facilitation, communication and management of Pre-Construction Design Assist and Construction of this project for the various components described in this RFQ. It is anticipated that the Construction Manager at Risk (CMR) will be responsible and accountable to manage several second tier contractors.

During Pre-Construction Services, should the Construction Manager and Owner be unsuccessful at arriving at an agreed to GMP, the Pre-Construction Services Agreement shall be terminated. In accordance with State of Louisiana revised statute RS 38:2225.2.4 subparagraph G.(6):

“If owner and the CMAR contractor are not able to agree upon constructability, construction phasing and sequencing, the GMP for the project, the maximum number of contract days to complete the project, and to reach a negotiated agreement, then the project shall be readvertised and publicly bid utilizing the design-bid-build delivery method, provided the CMAR contractor shall be prohibited from bidding on the project.”

1.2 GENERAL DESCRIPTION AND BACKGROUND

This project consists of the construction of a new 64,530 sq ft multi-story Engineering Classroom Building at the University of Louisiana at Lafayette in Lafayette, Louisiana. The CMR team shall assist the designer in confirming the overall scope and cost for the building restoration.

Included in the project and CMR contract for coordination and integration of related project elements but not in the CMR Construction Services scope are:

- New equipment acquisitions and installation (non-building systems equipment)
- New non-fixed furniture acquisitions and installation if applicable
- Information Technology hardware (i.e. PCs, servers, etc.)

The CMR shall be responsible for all coordination between the Owner, User Agency, design team and construction management team in order to facilitate the installation of the aforementioned.

The Sellers Group / Holly & Smith Architects, AJV has been selected as the Designer (Professional of Record) for this project. Proposers shall have no communications with the design team regarding this RFQ.

The CMR shall determine whether certain elements of the entire project can be completed simultaneously while considering the Owner's priority in overall schedule and completion of the various subparts / phases as applicable and be responsible for making final determinations on scheduling, the limits of construction amongst the various phases (where applicable), and the management of all aspects of the construction activities with the goal being the delivery of the subparts/ phases within the stipulated contract time (refer to Section 11: Project Schedule and Exhibit A: DRAFT Owner / Construction Manager Agreement AIA A133-2009).

1.3 WORK TO SUPPORT AN ACCELERATED START

Advanced Construction Start (ACS) construction activities may be amended into / become part of the Part A: Pre-Construction Services contract accompanied by a mutually agreed increase/adjustment in the Pre-Construction Services Fee, contract amount, and contract time. Note that a 100% Performance and Payment Bond will be required for the total value of the construction activities amended into the Part A contract. Examples of related construction activities are as follows:

1.3.1 ENVIRONMENTAL REMEDIATION /SELECTIVE DEMO (where applicable)

Accelerated delivery of the project is a priority within the overall program. The CMR shall develop fast track schedule(s) for delivery of the completed project inclusive of subcontracts, shop drawing approvals, fabrication, testing and installation. Mock-ups and related testing in laboratory setting if required shall be coordinated and supervised by the Construction Manager and observed/confirmed by the Architect.

1.3.2 TEST PILE PROGRAM (where applicable)

1.3.3 It is anticipated that a Test Pile Program will be implemented prior to the award of the Part B: Construction Services contract. If required PMR/CMR may be asked to implement a program intended to gather data to verify loading conditions for pile supported structures (where applicable)

1.3.4 FILL, SURCHARGE AND WICKING (where applicable)

If deemed necessary during the design phase, fill and surcharge fill may be placed to assist in elevating the grade and compacting underlying soils to prepare for construction. In that process, settlement would be anticipated. To accelerate settlement to allow construction to commence, a program of wicking excess water from the compacting soils may be required. If required, PMR/CMR may be asked to implement the fill, surcharge and wicking program prior to the delivery of the GMP Proposal and Part B: Construction Services contract. Geotechnical monitoring and/or testing, as deemed necessary, shall be provided by the owner.

1.3.5 LONG LEAD ORDERS

Due to the Owner's desire to complete the project as soon as possible, the PMR/CMR shall identify long-lead items (i.e. lab casework, mechanical / electrical equipment, structural steel, etc.) for inclusion in the ACS activities.

1.3.6 BUILDING INFORMATION MODELING (BIM) (where applicable)

If required by contract, the Designer and PMR/CMR shall collaborate on the use of the Building Information Modeling (BIM). During the Part A: Pre-Construction Services contract, the Designer shall develop a BIM model and deliver a compatible version for use by the PMR/CMR for its use in confirming the design model for construction. The PMR/CMR shall maintain/update the BIM construction model thru the duration of the construction and deliver to the Owner as part of the closeout documents an as-built electronic model for its archive.

1.4 STATEMENT OF NEEDS

1.4.1 PROJECT TEAM

1.4.1.1 Owner will have a primary representative for the project who will provide oversight and assist in all matters of project coordination and decision-making.

1.4.1.2 Pre-Construction Manager (PCM)/Construction Manager at Risk (CMR) shall have key representatives domiciled within close proximity to the construction site or a maximum of a two-hour driving time from the site. PCM/CMR shall establish a field office on the project site upon Owner's Notice to Proceed for Part B: Construction Services.

1.4.1.3 Owner has or will contract with consultants for complete program management, space and functional programming, architectural, engineering, environmental and other professional services.

1.4.1.4 Owner intends to pursue the selection method described in Section 5 of this RFQ for the PMC/CMR and subsequently a similar process of selection of the Key Subcontractors.

1.4.1.5 At this time, Owner intends to utilize a selection process to procure Construction Management Pre-Construction (Design-Assist) and Construction (Construction Management at Risk) Services delivered under two separate contracts. The initial Part A: Pre-Construction Services (refer to Exhibit A – Owner / Construction Manager Agreement AIA A133 -2009 as modified by Owner posted separately) will bring the successful proposer into the Project Delivery Team as a Pre-Construction Manager (PCM) providing advice, estimating support, constructability analyses, scheduling support, site logistics, bid trade strategy, construction strategy, and optional Advanced Construction Start activities referenced in paragraph 1.3 if utilized and other services in an effort to negotiate a Construction Services (Construction Manager at Risk) Agreement. Part B: Construction Services (refer to Exhibit A - AIA A133-2009 as modified by Owner) shall be contracted separately. For the Pre-Construction Manager to be invited to sign a Part B: Construction Services (Construction Manager at Risk) Agreement (contract), Owner will need to be convinced that the Owner has received excellent service and competitive pricing during Pre-Construction Services and that the Owner reasonably expects to receive the same during Construction Services. Owner reserves the right to award the Part B: Construction Services contract.

1.4.1.6 After the selection of the Pre-Construction Manager (PCM) but prior to the selection or confirmation of the Construction Manager at Risk (CMR) and the issuance of the Part B: Construction Services Agreement (contract), the PCM shall implement a process for prequalification, selection and/or confirmation of Key Subcontractors. The Key Subcontractor prequalification, selection/ confirmation process is anticipated to involve Pre-Construction Manager, Construction Manager at Risk, Architect and others to arrive at a selection method that will:

1.4.1.6.1 Encourage participation of qualified Local (domiciled within the State of Louisiana), Disadvantaged Business Enterprise (DBE) and Veteran-Owned Firms.

1.4.1.6.2 Consider all criteria outlined in section 4.3 of this RFQ.

1.4.1.6.3 Ensure a cultural fit for Project and Project Delivery Team.

1.4.1.6.4 Ensure that Owner's Key Project Values are achieved.

1.4.1.6.5 Ensure alignment with relevant sections of Exhibit A - Owner / Construction Manager Agreement (AIA A133-2009 as modified by Owner), and Exhibit B - General Conditions of the Contract (AIA A201-2017 as modified by Owner), included by attachment to this RFQ.

1.4.1.7 The Pre-Construction Manager (PCM) and Construction Manager at Risk (CMR) will be integral member(s) of the Project Delivery Team and accordingly will be actively involved in all aspects of design assistance, value engineering, creative problem solving related to the construction, occupancy and post occupancy of the Project. PCM/CMR shall provide detailed design review(s) for constructability, analysis and recommendations regarding the performance of the design in relationship to quality, budget confirmation, phasing determinations, and schedule compliance all in a collective effort to deliver the most cost effective project. In providing services to the Owner, the PCM/CMR shall cooperate with and maintain a high-degree of professionalism with the entire Project Delivery Team.

1.4.2 DESCRIPTION OF PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES

In accordance with the Part A: Pre-Construction Services agreement, it is expected that the successful Proposer provide Pre-Construction design-assist services. Based on the performance of the Construction Manager during Part A: Pre-Construction Services, the Owner will have the option to contract Part B: Construction Services (Construction Management at Risk) with the Proposer.

Exhibit A - DRAFT Owner/Construction Manager Agreement - AIA A133-2009 as modified by Owner (Part A: Pre-Construction Services and/or Part B: Construction Services) is being issued / posted separately and is part of this RFQ. PCM/CMR services shall be provided under separate contracts, however it is anticipated that the services described under each may overlap and apply to both contracts. The two (2) contract phases are more fully described in Section 9 - Pre-

Construction Services Scope of Work and Section 10 - Construction Services
(Construction Manager at Risk) Scope of Work, of this RFQ.

Part A: Pre-Construction Services (Design Assist)

Part B: Construction Services (Construction Management at Risk)

2.0 ADMINISTRATIVE INFORMATION

2.1 DEFINITIONS

For purposes of this Request for Qualifications, the following words and terms shall have the meaning specified below:

1. **Agreement** shall mean the terms and conditions outlined in Exhibit A - DRAFT Owner/Construction Manager Agreement (Part A: Pre-Construction Services and/or Part B: Construction Services) AIA A133-2009 as modified by Owner (or contract).
2. **Architect** shall mean the Designer (licensed architectural or engineering firm) retained by Owner to provide design services for the Project, including its agents and representatives. Referred to as “Architect” or “Designer”.
3. **Available Funds for Construction (AFC)** shall mean the total not-to-exceed construction budget (exclusive of Owner’s Contingency) for the sum of all parts of the Program.
4. **Building Information Modeling (BIM)** shall mean the process of constructing, using and distributing electronic models of a facility’s building(s) and site. PCM/CMR shall be expected to collaborate with Owner and Architect to develop a BIM implementation plan to support a quality assurance program and expedite the construction process.
5. **Construction Manager** shall mean the Pre-Construction Manager (during the Pre-Construction Services Phase) and the Construction Manager at Risk (during the Construction Services Phase).
6. **Construction Manager at Risk (CMR)** shall mean the successful proposer contracted to provide overall Construction Management at Risk services for the Project.
7. **Design-Assist** shall mean the role of the CMR in the design process in making early determinations regarding means/methods, cost analyses, selection of subcontractors (mechanical, electrical, etc.) prior to the completion of the contract documents in order to assist the design team with field constructability issues, conflict resolution amongst the various trades, selection of long-lead-time equipment items and alignment the design and program scope within an established budget.
8. **General Conditions** shall mean those services and associated costs as defined in Exhibit B - General Conditions of the Contract as modified by Owner (AIA A201-2017).
9. **Guaranteed Maximum Price (GMP)** shall mean the total maximum not-to-exceed dollar amount for the entire construction project assigned to the Construction Manager.
10. **Key Subcontractor** shall mean any vendor with a direct contractual relationship under the selected Construction Manager.

11. **LEED** shall mean the “Leadership in Energy and Environmental Design” Green Building Rating System developed by the U.S. Green Building Council. Commissioning for the certification of **LEED is not part of this contract** unless specifically noted. Any reference in the contract documents to LEED is for the express purpose of establishing an equivalency standard.
12. **Local Firm** shall mean any firm with an established office locating in the State of Louisiana.
13. **Owner** shall mean The State of Louisiana, Division of Administration, Facility Planning and Control, including its agents and representatives.
14. **Part** shall mean a portion of the total Project. Each Project part has a defined Available Funds for Construction (AFC), and each Part must not exceed the AFC for that Part. The sum of all Parts must not exceed the total AFC for the project.
15. **Project Management Control System (PMCS)** shall mean Prolog, Prolog Website, Procore, or any other PMCS mutually agreed between Owner, Program Manager, Architect and Construction Manager at Risk.
16. **Pre-Construction Manager (PCM)** shall mean the successful Proposer contracted to provide Pre-Construction Management (design assist) Services for the Project.
17. **Project** shall mean the design, construction and/or renovations, furnishing and equipping of the new or existing facility.
18. **Project Team or Project Delivery Team** shall mean the Owner, User Agency, Architect, Pre-Construction Manager, Construction Manager and their respective agents and representatives.
19. **Proposal(s)** shall mean a written Proposal (or Statement of Qualifications) based on the terms and conditions contained in this RFQ for the selection of a Pre-Construction Manager/ Construction Manager at Risk to provide Pre-Construction Services and, at Owner’s option, Construction Services (Construction Management at Risk) for the Project.
20. **Proposal Due Date** shall mean the deadline for receipt of Proposals established in the RFQ.
21. **Proposer(s)** shall mean those entities or persons submitting a proposal for this RFQ, including their agents and representatives.
22. **RFQ** shall mean this Request for Qualifications, including all addenda, attachments, and exhibits thereto. For the purpose of this RFQ, the terms The State of Louisiana and The State shall be interchangeable and mean the Owner as defined above.
23. **Selection Review Committee** shall mean a group of five (5) individuals appointed by the Owner comprised of one design professional, one licensed contractor, one owner representative, and two members at large in accordance with R.S. 38:2225.2.4.B(5) to review RFQ Proposals, score / rank the proposers and recommend the best-qualified firm(s) for PCM and CMR services.
24. **Total Program Budget** shall mean the total funds available to complete the project.

2.2 EXPECTED TIME PERIOD FOR CONTRACT

The period of any contract resulting from this RFQ is tentatively scheduled to begin with the award of the Part A: Pre-Construction Services contract and extend through the Part B: Construction Services contract one-year contractor warranty period and formal closeout of the project as outlined in Section 11 - Project Schedule. The Part A: Pre-Construction (design-assist) contract shall be a total of **360** calendar days and commence no sooner than at completion of Schematic Design nor no later than completion of Design Development and extend through the delivery of the GMP Proposal. The Part B: Construction Services contract shall be a total of **548** calendar days exclusive of any Advance Construction Start activities amended into the Part A: Pre-Construction Services contract.

2.3 RFQ COORDINATOR

Request for copies of the RFQ and written questions must be directed to the RFQ Coordinator below.

Bobby Boudreaux, Architect, Senior Manager
RFQ Coordinator
State of Louisiana Division of Administration
Office of Facility Planning and Control
Claiborne Office Building
1201 North Third Street, Suite 7-160
Baton Rouge, LA 70802
Email : bobby.boudreaux@la.gov

The RFQ is posted in electronic format at the Division of Administration's Office of State Purchasing & Travel Louisiana Procurement and Contract Network (LaPAC) website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>

2.4 ISSUING OFFICE

The RFQ is being issued by the State of Louisiana, Division of Administration, Office of Facility Planning and Control.

2.5 SCOPE

This document contains instructions governing the Proposal (Statement of Qualifications) submittal; the submittal format, and the material contained therein; product requirements, evaluation criteria; and contractual terms and conditions.

2.6 INQUIRIES

The State will consider written Proposer inquiries regarding RFQ requirements or Scope of Services up until the deadline stipulated in the Schedule of Activities. The State reserves the right to modify this RFQ should modification be in the best interest of the State.

2.7 COMMUNICATIONS

From the issuance of this RFQ until the Part A: Pre-Construction Services contract award, communications concerning this solicitation, its evaluation, and negotiations are formal. All correspondence must be in writing and transmitted directly to the individual shown above in Section 2.3 of this section. Proposers are not permitted to ask questions about other competitor proposals, equipment, or services, or to seek information from State of Louisiana personnel, design team or their consultants, or the RFQ coordinator regarding this RFQ or the evaluation results. If a Proposer is approached by State of Louisiana personnel other than the RFQ Coordinator with information or questions concerning this

RFQ, the Proposer shall immediately contact the RFQ Coordinator listed above for direction. Failure to abide by this formal communication requirement may cause the State of Louisiana to disqualify your firm’s proposal from further consideration.

2.8 ADDENDA TO RFQ

Addenda to this RFQ may be issued in response to formal questions or to clarify requirements prior to the closing date stipulated in the Schedule of Activities and will be posted on LaPAC and made available to Proposers. Failure to acknowledge receipt of Addenda in accordance with the instructions contained in this RFQ may result in a Proposal being considered non-responsive.

2.9 SCHEDULE OF ACTIVITIES

RFQ Posted to LaPac / Publicly Advertised (first run).....	Jun 16, 2022
RFQ Publicly Advertised (second run).....	Jun 23, 2022
Pre-Proposal Conference	Jun 29, 2022
Closing Date for Questions.....	Jul 7, 2022
State’s Response to Written Questions	Jul 19, 2022
Proposals (Statements of Qualifications) due no later than 2:00 PM	Jul 26, 2022
Shortlist Announced	Aug 2, 2022
Shortlist Interviews.....	Aug 9, 2022
CM@R Selection	Aug 11, 2022
Division of Administration Approval of Contract Award	Aug 15, 2022
CM@R selection announcement Target Date	Aug 16, 2022
CM@R pre-construction design-assist kickoff meeting.....	Aug 23, 2022
Contract execution no later than	Aug 23, 2022

***A non-mandatory Pre-Proposal Conference will be held at 2:00 PM CST on Wednesday, June 29, 2022,** via the Zoom platform per the following:

Join from PC, Mac, Linux, iOS or Android:

<https://us06web.zoom.us/j/85765641645?pwd=UlpzNVJRSXl6UUdUenZpZHpFQmdFQUT09>

Note: The State of Louisiana reserves the right to amend and/or change this schedule of RFQ activities, as it deems necessary.

2.10 CONTRACTUAL DOCUMENT

This RFQ, all related exhibits, and the selected Proposal will become the basis for the development of the legally binding Agreement (contract) between Owner and Proposer. In the event the services should fail to meet the standards as specified in the Proposer’s Proposal, Owner reserves the right to terminate and cancel the contract.

2.11 REPORT DISCREPANCIES, ERRORS AND OMISSIONS

If a Proposer discovers any discrepancy, error or omission in this RFQ or any Exhibits, the Owner shall be notified immediately via email as provided in Sections 2.3 and 2.6 and if necessary, a written clarification and/or notification will be posted to LaPAC. No Proposer will be entitled to additional compensation for any error or discrepancy that appears in this RFQ.

2.12 EXCEPTIONS TO TERMS AND CONDITIONS

The Agreement between the Owner and the Proposer arising from this selection process shall be based solely on the terms and conditions as outlined within this RFQ, including all related Exhibits. However, Owner reserves the right to negotiate the terms of the Agreement, General Conditions and/or Services as generally referred to in this RFQ prior to execution of the contract.

3.0 PROPOSAL INFORMATION

3.1 MINIMUM QUALIFICATIONS OF PROPOSER

In order for proposer to be considered for this engagement, Proposer must meet the following minimum qualifications. Proposers who do not meet the minimum requirements may result in a determination of non-responsive. Proposers must be able to document:

1. A minimum of Five (5) years of experience as a Construction Manager at Risk or General Contractor having a portfolio consisting of a minimum of Five (5) projects of similar scope and scale two (2) of which having been completed in the State of Louisiana, and of similar means of construction and/or renovation of commercial construction projects of over fifty thousand (**50,000**) gsf.
2. Projects must have had activity within the past Ten (10) years. Projects completed or currently underway are acceptable.
3. Proposer shall certify that the legal entity signing any contract emanating from this RFQ is a duly licensed General Contractor in the Building Construction classification as required by the State of Louisiana.
4. If the Proposer is a Joint Venture (JV) or other combination of two or more firms, each of the firms must hold the required license(s).

3.2 GENERAL REQUIREMENTS

Proposers interested in providing services under this RFQ must submit a Proposal containing the information specified in Section 4.0. The fully completed Proposal (including attachments) must be received by the RFQ Coordinator designated above by the deadline date specified in the Schedule of Activities. **Fax submissions are not acceptable.** Proposals must be delivered electronically to the following email address: FPC-RFQ@la.gov

All information requested should be submitted; failure to submit all requested information may result in an unfavorable evaluation or rejection of the Proposal. Documentation submitted with the Proposal should be a part of a single volume. Elaborate attachments and other representations beyond those sufficient to present a complete and effective proposal are not required.

It is solely the responsibility of each Proposer to ensure that his/her Proposal is delivered to the RFQ coordinator prior to the deadline for submission. Proposals, which for any reason are not received timely, shall not be considered.

3.3 DETERMINATION OF RESPONSIBILITY

Determination of a Proposer's ability and responsibility relating to this RFQ shall be made according to the standards set forth in LAC 34:136. The State will take into consideration whether the proposer:

- Has adequate financial resources for performance or has the ability to obtain such resources as required during performance.
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- Is able to comply with the proposed or required time of delivery or performance schedule.
- Has a satisfactory record of integrity, judgment, and past performance.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposer should ensure that his/her Proposal contains sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 RFQ ADDENDA

The State reserves the right to revise the Schedule of Activities or revise any part of the RFQ by issuing Addenda to the RFQ up to 72 hours prior to the deadline for receipt of Proposals. If an addendum is issued within less than 72 hours of the proposal deadline, an appropriate time extension for submission of Proposals will be granted.

3.5 WAIVER OF ADMINISTRATIVE INFORMALITIES

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.6 PROPOSAL REJECTION

The issuance of this RFQ in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or in part, all proposals submitted and/or cancel the announcement if it is determined to be in the State's best interest.

3.7 WITHDRAWAL AND RESUBMISSION OF PROPOSAL

A Proposal may be withdrawn at any time up to the date and time the Proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFQ coordinator.

3.8 SUBCONTRACTING INFORMATION

The State shall have a single prime Pre-Construction Manager/Construction Manager at Risk as the result of any contract negotiation, and that single prime PCM/CMR shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, a proposer may enter into subcontractor agreements in accordance with the subcontractor selection goals outlined in section 1.4.1.6 of this RFQ; however, a proposer should acknowledge in its proposal total responsibility for the entire contract.

If the proposer intends to subcontract portions of the construction management services or to form a joint venture or other project specific entity, the proposer should identify each subcontractor or venture partner and should include specific designations of the tasks to be performed by the subcontractor or venture partner. Information required of the proposer under the terms of this RFQ is also required for each subcontractor or venture partner. Unless provided for in the contract with the State, the prime Construction Manager at Risk shall not contract with any other party than those named for furnishing the work and

professional services herein contracted for without the express written approval of the State.

3.9 OWNERSHIP OF PROPOSAL

All materials submitted in response to this request become the property of the State. Selection or rejection of a proposal does not affect this right.

3.10 PROPRIETARY INFORMATION

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 COST OF PREPARING PROPOSALS

Costs associated with developing the Proposal, preparing for interviews/presentations, and any other expenses incurred by the Proposer in responding to this RFQ are entirely the responsibility of the Proposer. The State shall not be held liable for the reimbursement of any of these costs.

3.12 ERRORS AND OMISSIONS IN PROPOSALS

The State will not be liable for any errors and/or omissions in Proposals. The State reserves the right to make corrections or amendments due to errors identified in Proposal(s) by State or proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 CONTRACT AWARD AND EXECUTION

The State reserves the right to enter into an Agreement (contract) based on the initial offer received without further discussion of the proposal submitted. The State reserves the right to contract for all or a partial list of services offered in the Proposal.

The RFQ and Proposal of the selected proposer will become part of the contract initiated by the State. In case of any discrepancy between the documents, the order of precedence will be as follows: AIA A133-2009 Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor, as modified by Owner, AIA A201-2017 General Conditions of the Contract, as modified by Owner, Owner's Construction Documents, inclusive of drawings, addenda during proposal period and acknowledged by Proposers, Project Manual including the Specifications, all exhibits, instructions, provisions, amendments, and post-bid addenda attached thereto, Owner's RFQ with addenda, followed by the Proposal.

It is Owner's specific intent that the only terms and conditions with the successful proposer shall be those contained within this RFQ, including exhibits provided, however, that Owner reserves the right to change the terms of the Agreement (contract) and General Conditions attached to this RFQ prior to execution.

3.14 CODE OF ETHICS

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the

Louisiana Board of Ethics. Proposers are required to disclose any and all conflicts of interest or issues that could reasonably be perceived as conflicts of interest.

4.0 RESPONSE INSTRUCTIONS

4.1 PROPOSAL SUBMISSION

Proposals must be received on or before the date and time specified in the Schedule of Activities. The Proposal package must be delivered at the Proposer's cost to the RFQ Coordinator listed above. It is solely the responsibility of each proposer to assure that his/her Proposal is delivered at the specified place prior to the deadline for submission. Proposals that, for any reason other than the fault of the Office of Facility Planning and Control, are not received timely may be deemed non-responsive and may not be considered.

4.2 PROPOSAL FORMAT

The State requires that the Proposal (including attachments) be submitted in PDF format and delivered electronically to the RFQ Coordinator at FPC-RFQ@la.gov.

Proposal must be signed by company official(s) or agent(s) duly authorized to sign proposal or contracts on behalf of the organization.

Proposal should not be more than fifty (50) pages in length and be no smaller than 10-point type. The page limit excludes the table of contents, cover letter, resumes, covers, tabs, dividers and any Owner requested attachments. A page is defined as one 8 ½" x 11" page. All pages should be numbered.

4.3 SPECIFIC REQUIREMENTS

The following components are to be considered as contents for a complete submittal. Owner intends to evaluate and compare only Proposals that substantially conform to the terms and conditions of this RFQ. Owner reserves the right to reject any and all proposals and to waive any informality. The proposal response should be presented and submitted under tabs as noted below.

TAB 1: SIGNED COVER LETTER AND ACKNOWLEDGEMENT OF ADDENDA

A signed cover letter requesting consideration regarding these CMR services. The cover letter should be limited to one (1) page.

TAB 2: PROPRIETARY INFORMATION

State if any information contained in this proposal response is being declared proprietary as discussed in Section 3.10 of this RFQ.

TAB 3: EXECUTIVE SUMMARY

Provide a brief summary of the Proposal's contents, emphasizing any unique aspects or strengths of the proposal. The executive summary should be limited to three (3) pages.

TAB 4: BUSINESS ORGANIZATION AND HISTORY OF THE FIRM

Provide a narrative on the history of the firm including years in business and the depth of resources to provide Pre-Construction and Construction Management at Risk services. Explain the size of your firm, including office locations and the legal structure. If the proposer is a joint venture or includes partners or key sub-consultants or sub-contractors as part of the CMR, please explain the relationships of the parties.

4.1 Arbitration / Litigation Proceedings

Identify any and all lawsuits and/or arbitration proceedings that you were a party to that were filed within the last ten (10) years.

4.2 Disclosure of Conflicts

Disclose any financial or legal conflicts of interest, whether existing or potential, which may affect Proposer's performance of services, required under the PCM/CMR Agreement should Proposer be selected as Pre-Construction / Construction Manager at Risk, including, but not limited to, any business services currently being provided for institutions that may be in direct competition with the State of Louisiana.

4.3 References

4.3.1 Provide the name, address and telephone number of no more than three (3) project Owners to act as references for the Proposer with whom Proposer has worked with within the last ten (10) years. Identify the project(s), location(s), and services performed.

4.3.2 Provide the name, address and telephone number of no more than three (3) design professionals to act as references for the Proposer or persons currently employed by the Proposer with whom Proposer has worked with within the last ten (10) years. Identify the project(s), location(s), and services performed.

4.3.3 Unused.

4.3.4 In providing the references, Proposer consents to Owner contacting Proposer's references for the purpose of evaluating Proposer qualifications.

TAB 5: ORGANIZATIONAL STRUCTURE

This section of the Proposal should contain the following information and data:

5.1 If the Proposer is a corporation, provide the following information:

5.1.1 Date of incorporation

5.1.2 Place of incorporation and principle place of business

5.1.3 Officers and Directors (include position, address and telephone number)

5.1.4 Affiliates, partner corporations, and subsidiaries

5.2 If the Proposer is a general or limited partnership, provide the following information:

5.2.1 General Partners (include address and telephone number)

5.2.2 Limited Partners, if applicable (include address and telephone number)

5.3 If the Proposer is a joint venture, provide the following information:

- 5.3.1 Date of formation
- 5.3.2 Name and address of each venture partner
- 5.3.3 Principals of each venture partner
- 5.3.4 Venture partner holding the majority interest in the venture and its percentage of interest
- 5.3.5 Proposer shall include a copy of the Joint Venture agreement as an attachment to proposal. Such attachment shall not count in the page limit stated in 4.2 above.
- 5.4 If the Proposer is not a corporation, general or limited partnership, or joint venture, please identify the type of business entity and provide any pertinent information
- 5.5 Provide the total number of employees (divided into full-time and part-time); and if sole proprietor, so state this.
- 5.6 Certify that the entity signing any contract emanating from this RFQ is a duly licensed General Contractor in the State of Louisiana.

TAB 6: SAFETY

This section of the proposal shall contain the following information and data and shall be tied to project examples listed in TAB 9:

- 6.1 Safety Program Description including:
 - 6.1.1 Name and Qualifications of Safety Officer(s)
 - 6.1.2 Narrative description of program
 - 6.1.3 Training and safety education programs used
 - 6.1.4 Maintenance of your firm's safety statistics
 - 6.1.5 Organization chart showing relationship of safety officers to senior management of Proposer's organization
- 6.2 Safety Record (past five (5) years minimum) including:
 - 6.2.1 Man hours worked
 - 6.2.2 EMR rate and OSHA recordable rates
 - 6.2.3 Describe any OSHA violations and actions taken to correct and lessons learned

TAB 7: FINANCIAL CONDITION AND INSURANCE REQUIREMENTS

- 7.1 The Proposer shall examine the bond requirements included in the attached Pre-Construction/Construction Management Agreement and provide proof evidencing

Proposer's ability to provide a performance and payment bond equal to 100% of the contract amount, per the bond requirements in the attached contract.

- 7.2 The Proposer should examine the insurance requirements included in the attached Pre-Construction/Construction Management Agreement and shall provide an insurance certificate evidencing Proposer's liability coverage with minimum limits, per the insurance requirements in the attached contract.

TAB 8: EXPERIENCE OF KEY PERSONNEL / PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT TEAM AND STAFFING PLAN

8.1 Pre-Construction Manager Organizational Chart

8.1.1 Proposer shall submit a summary description of the Pre-Construction Management Team. Include summary descriptions of key team members and how they have worked together in the past and plan to work together on this project to create value to Owner.

8.1.2 Proposer shall submit a detailed organizational chart identifying the individuals whom the Proposer proposes to perform the services required under the Part A: PCM Agreement. Any firms or individuals proposed to be subcontracted to the Proposer shall be clearly noted as such.

8.1.3 The organizational chart shall be accompanied by a narrative summary indicating the duties, the functional responsibilities, and the designated authority of each individual on the chart.

8.1.4 Proposer should present a proposed monthly man-hour staffing plan consistent with Section 11 - Project Schedule, and Section 14 – Sample Worksheet, Pre-Construction Services Staffing Plan, for the duration of the Part A: Pre-Construction Services contract. Roles for Key Personnel and their involvement shall be highlighted and defined. Staffing plan shall respond to the scope description included in Section 9 - Pre-Construction Services Scope of Work.

8.1.5 Identify the Pre-Construction services PCM intends to subcontract, if any. Any firms or individuals proposed to be subcontracted to Proposer shall be named and clearly noted as such.

8.1.6 Identify the relationships of any partner, joint venture or other vendor to PCM intended to participate on the project in direct relationship to Owner and Architect. Any firms or individuals proposed to be in such direct relationships shall be named and clearly noted as such.

8.2 Construction Manager at Risk Organization Chart

8.2.1 Proposer shall submit a detailed organizational chart identifying the individuals whom the Proposer proposes to perform the services required under the Part B: CMR Agreement. Any firms or individuals proposed to be subcontracted to the Proposer shall be clearly noted as such.

8.2.2 The organizational chart shall be accompanied by a narrative summary indicating the duties, the functional responsibilities, and the designated authority of each individual on the chart.

- 8.2.3 Proposer shall present a proposed monthly man-hour staffing plan consistent with Section 11 - Project Schedule and Section 15 – Sample Worksheet, Construction Services Staffing Plan for the duration of the project. Roles for Key Personnel and their involvement shall be highlighted and defined. Staffing plan shall respond to the scope description involving management of all phases (e.g. sitework, additions [new construction], renovations [multiple phases], abatement, etc.), each to be delivered in a Construction Management at Risk (CMR) approach. Final staffing will be adjusted to address the final detailed delivery strategy and associated staff and services.
- 8.2.4 Identify the relationships of any partner, Joint Venture or other vendor to CMR intended to participate on the project in direct relationship to Owner and Architect. Any firms or individuals proposed in such direct relationships shall be named and clearly noted as such.

8.3 Key Personnel

8.3.1 For each person identified as Key Personnel by the Proposer, the following information should be provided in resume format:

- 8.3.1.1 Name and title
- 8.3.1.2 Project responsibilities and roles
- 8.3.1.3 Educational background
- 8.3.1.4 Professional registrations and memberships
- 8.3.1.5 Years of relevant experience
- 8.3.1.6 Relevant project experience

TAB 9: EXPERIENCE ON SIMILAR PROJECTS

This section of the Proposal addresses the firm’s related experience:

9.1 Experience Constructing Major Commercial Construction Projects

Describe the Proposer’s experience in the last ten (10) years in any construction projects involving commercial projects of significant scope, similar to the project:

- 9.1.1 Project name, location, description, size and cost
- 9.1.2 Date of actual construction start and actual substantial completion compared to planned start and planned completion; explain variances
- 9.1.3 Original construction budget, final construction cost: explain variances
- 9.1.4 Change orders
 - 9.1.4.1 Number of Change Orders and dollar amounts

- 9.1.4.2 Categories of change
 - 9.1.4.2.1 Owner scope change
 - 9.1.4.2.2 Field conditions
 - 9.1.4.2.3 Other (describe)
- 9.1.5 Owner and any other key project team members (include address and telephone number)
- 9.1.6 Services performed by the Proposer or persons currently employed by the Proposer as well as the Proposer's office performing the work (if applicable)
- 9.1.7 Architect of record
- 9.1.8 Any awards, recognition, or communications related to the project
- 9.1.9 Personnel who worked on the project who are being proposed for the Project. Complete the Sample Matrix of Prior Projects Portfolio and Key Personnel (Section 13) to demonstrate when the Key Personnel have worked together on other projects of similar scope and scale.

TAB 10: MANAGEMENT APPROACH AND SERVICES

- 10.1 The Proposal should provide a detailed narrative of the management approach that will be used for the Project. The Proposer should identify any unique experience, qualifications, tools, techniques, and approaches that will best achieve the project's objectives. Proposer shall explain why and how it is industry leading in these areas.
- 10.2 The following issues should be addressed for both Part A: Pre-Construction Services and Part B: Construction services:
 - 10.2.1 Scheduling and scheduling management
 - 10.2.2 Cost tracking and control
 - 10.2.3 Project budget estimating and detailed construction cost estimating
 - 10.2.4 Project documentation and reporting
 - 10.2.5 Design review approaches
 - 10.2.6 Construction coordination and management
 - 10.2.7 Pre-Construction and Construction quality assurance and control plan
 - 10.2.8 Software programs, web-based applications, and other computer applications proposed or required for construction management, scheduling, and cost management tasks

- 10.2.9 Provide examples of project deliverables (as attachment to proposal, pages are excluded from page limit of proposal)
- 10.2.10 Experience with alternate delivery strategies and innovative ways to speed up procurement and project delivery
- 10.2.11 Experience with BIM and 3, 4 and 5 D technologies.

TAB 11: UNIQUE CAPABILITIES / RESOURCES

- 11.1 Summarize any unique capabilities and/or resources that distinguish your firm with regard to this assignment.

TAB 12: PRE-CONSTRUCTION SERVICES and CONSTRUCTION MANAGEMENT SERVICES

- 12.1 Owner will make a selection of a Pre-Construction Manager based on Qualifications submitted for the scope of services described in Sections 9- Pre-Construction Services and 10-Construction Services consistent with timing in Section 11 - Project Schedule and the Section 15 – Sample Worksheet - Construction Services Staffing Plan. Both the Proposer qualifications and the proposed Construction Services Staffing Plan will be taken into account in the selection of the PCM/CMR. See Section 16- Division of Cost Elements for guidance on what items should be budgeted and what is allowed to be charged within the Part B: Construction Services contract. **Note that a Pre-Construction Services Staffing Plan and Construction Services Staffing Plan similar to Sample Worksheets found in Sections 14 and 15 shall be included within the Proposal (Statement of Qualifications).**
- 12.2 The Part A: Pre-Construction Services stipulated fixed fee in the amount of **\$75,000.00** and shall be billed following completion of services rendered for the various phases of basic design as follows:

SCHEMATIC DESIGN	25%
DESIGN DEVELOPMENT	25%
50% CONSTRUCTION DOCUMENTS	20%
90% CONSTRUCTION DOCUMENTS	20%
<u>100% CONSTRUCTION DOCUMENTS</u>	<u>10%</u>
TOTAL = 100%	

Owner reserves right to extend Pre-Construction Services beyond date indicated in Project Schedule without an increase in compensation owed the PCM.

5.0 EVALUATION AND SELECTION

5.1 EVALUATION TEAM

Proposals will be evaluated by a review selection committee designated by the State for the purpose of determining Proposers most qualified to deliver project, taking into consideration evaluation factors set forth in this Section of the RFQ.

5.2 CLARIFICATION OF PROPOSAL

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

5.3 ADMINISTRATIVE AND MANDATORY SCREENING

All proposals will be reviewed to determine compliance with requirements as specified in the RFQ. Proposals found to be in non-compliance will be rejected from further consideration.

5.4 EVALUATION AND SELECTION PROCESS

Final determinations as to selection / contract award will be based upon the Evaluation and Proposal / Interview criteria listed herein with scoring / ranking by each committee member for each of the categories. Scoring will be in ascending order with the lowest total score representing the best score (i.e. for each category best proposer = 1 point, second best – 2 points, etc.). Selection / contract award will be based on the following:

5.4.1 Proposal Evaluation / Selection Criteria (Shortlisting)

Proposal will be evaluated using the following criteria:

1-History, organization, financial condition of firm

- Business organization and history of the firm
- Organization structure
- Financial condition

2-Qualifications and staffing plan

- Experience of key personnel including proposed partners and others proposed in key roles for the project.
- Pre-Construction Phase Staffing Plans
- Construction Phase Staffing Plans

3-Approach and methodology

- Management approach
- Project Organization
- Experience with innovative delivery and procurement strategies
- Unique capabilities/resources

4-Past Performance on Similar Projects

- Experience on similar projects
- Customer satisfaction on similar projects

A determination of Shortlisted firms will be made based upon the evaluation criteria listed above. All Proposers who are placed on the Shortlist will be required to participate in an Interview / Presentation with the Owner. This provides an opportunity for the Proposer to clarify or elaborate on the Proposal. This is intended to be a fact finding and explanation session. The evaluation criteria listed above will also factor into the final determinations and evaluations of the Interview / Presentation.

5.4.2 Interview Evaluation / Selection Criteria

Interview / Presentation will be evaluated using the following criteria:

5-Team compatibility and intra-team relationships

- Experience in team approach
- Delegating responsibilities

6-Creativity and breakthrough thinking

- Problem solving
- Innovative concepts incorporated into final design

7-Ability to respond to questions

- Are responses direct and specific to topic
- Completeness and effectiveness of response

8-Enhancement of proposal criteria

- Special qualities which complement team approach
- Exceptional project-specific qualifications if any

The Owner will schedule the time and location of the Interview / Presentation. Each Proposer will be responsible for travel and lodging costs associated with the Interview / Presentation. The time and location of any such presentation will be determined at a later date.

Format for the Interview / Presentation phase will be as follows:

- Forty-Five (45) minutes will be allowed for each presentation
- Of the Forty-Five (45) minutes, Thirty (30) minutes will be allowed for the Presentation by the Proposer.
- Of the Forty-Five (45) minutes, Fifteen (15) minutes will be allowed for a Question and Answer session.

The evaluation criteria listed above will factor into the final determinations and evaluations of the Interview / Presentation phase. The Proposer receiving the best score will be recommended for the Part A: Pre-Construction Services contract award. The scoring determinations of the Selection Review Committee shall be final. In accordance with RS 38:2225.2.4, subparagraph D:

“There shall be no challenge by any legal process to the choice of the successful construction manager at risk contractor except for fraud, bias for pecuniary or personal reasons not related to the taxpayers’ interest, or arbitrary and capricious selection by the owner.”

5.4.3 Award Criteria

The Owner intends on awarding only Part A: Pre-Construction Services at this time. Owner maintains an option to award subsequent Part B: Construction Services (Construction Management at Risk) to the selected firm. The Owner may cancel this Request for Qualifications (RFQ) or reject proposals at any time prior to any award. The award of Construction Management Services shall include a contract incorporating by reference all the requirements (i.e. RFQ, related Exhibit A- AIA A133-2009 Agreement Between Owner and Construction Manager as Constructor as modified by Owner, Exhibit B - AIA A201-2017 General Conditions of the Contract for Construction as modified by

Owner, Exhibit C – Program, and the terms and conditions of this solicitation and the Proposer’s proposal).

5.5 AWARD PROCEDURE AND ANNOUNCEMENT OF CONSTRUCTION MANAGER

The State intends on awarding the successful Proposer the Part A: Pre-Construction Services contract and proceeding to negotiate terms for the Part B: Construction Services contract. Unsuccessful proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Director of FP&C, Division of Administration.

5.5.1 Any award of Part A: Pre-Construction Services and/or Part B: Construction Services shall be subject to the requirements of the contract documents.

5.5.2 If the successful Proposer is awarded Part A: Pre-Construction Services, he/she will be deemed Pre-Construction Manager (PCM).

5.5.3 Award of Part B: Construction Services (CMR) will be by separate Contract.

5.5.4 In order for the award for Part B: Construction Services, PCM must demonstrate to Owner and Architect satisfactory performance during Pre-Construction Services. PCM must also present a GMP proposal that is within the project budget (budget for construction combined with contingencies as designated).

5.5.5 Public records requests concerning the procurement of services through this RFQ shall be submitted to doapublicrecords@la.gov and shall be in accordance with LA R.S. 44:1 et seq.

6. CONSTRUCTION MANAGER REQUIREMENTS

6.1 CORPORATION REQUIREMENTS

If the Construction Manager is a corporation not incorporated under the laws of the State of Louisiana, the Construction Manager / contractor shall be prepared to obtain a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana. In addition, if the Construction Manager / contractor is a corporation whose stock is not publicly traded, Construction Manager / contractor will be required to file a “Disclosure of Ownership” with the Secretary of State of Louisiana. Proposer must certify that the entity signing any contract emanating from this RFQ is a duly licensed General Contractor in the State of Louisiana.

6.2 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State’s operation which are designated confidential by the State and made available to the Construction Manager in order to carry out this contract, shall be protected by the Construction Manager from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State’s procedural requirements for protection of such data and information from unauthorized use and

disclosure shall be provided by the State in writing to the Construction Manager. If the methods and procedures employed by the contractor for the protections of the Construction Manager's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with written consent of the State, to carry out the intent of this paragraph. The Construction Manager shall not be required under the provision of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Construction Manager's possession, is independently developed by the Construction Manager outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Construction Manager to discuss and/or release information to the media concerning this project without prior express written approval of the State.

7. PROJECT DESCRIPTION

This project consists of the construction of a new 64,530 sq ft multi-story Engineering Classroom Building at the University of Louisiana at Lafayette in Lafayette, Louisiana

The CMR team shall assist the designer in confirming the overall scope and costs for construction along with the required phasing of the overall project.

Included in the project and CMR contract for coordination and integration of related project elements but not in the CMR Construction Services scope are:

- New equipment acquisitions and installation (non-building systems equipment)
- New non-fixed furniture acquisitions and installation if applicable
- Information Technology hardware (i.e. PCs, servers, etc.)

The State of Louisiana, Division of Administration, Office of Facility Planning and Control, 1201 North Third Street, Suite 7-160, Baton Rouge, Louisiana, shall provide project management support to the user agency for this project.

8. KEY PROJECT VALUES

In addition to meeting the basic programmatic needs for the Project, other key values and objectives of the Project include the following:

- Schedule** – The Preliminary Project Schedule is included and is based on certain advance construction start activities commencing during the Part A: Pre-Construction Services contract. This is a significant project for the Department of Corrections. Accelerated delivery and efficient completion of the project is a Key Project Value.
- Cost** – The total budget for this project, of which design and construction is only a component, must be kept to a minimum given the overall fiscal impact to the taxpayers of Louisiana.
- Efficiency** – For renovation and/or new construction on sites adjacent to existing facilities, it is imperative that construction activities do not adversely affect user agency or third party owner operations. All efforts to minimize disruption to the extent possible is a Key Project Value. Construction Manager shall be required to identify the limits of construction, maintain the required fire separation between the construction zone and occupied portions of the adjacent user agency / owner facility where applicable, and closely coordinate construction activities with the user agency in order to minimize disruption.

- D. **Sustainability** – While the Owner has not committed to a specific LEED goal for the project, the State has established minimum construction and energy standards that must be met by the Architect and Construction team.
- E. **Team Attitudes and Behaviors** – This project’s success will be highly dependent on the attitudes and behaviors of the individuals and teams involved. Therefore, the Owner desires to foster an environment that rewards positive thinking, advanced problem solving, a “can do” attitude and highly collaborative behavior. The successful PCM/CMR will behave and act accordingly. Problem and issue identification is part of any creative process. The successful PCM/CMR will assist the design team in solutions deliberatively and collaboratively. The team will need to push beyond old ways of thinking and explore new ideas and approaches that streamline the project delivery and bring maximum value to the Owner. The team will need to think and relate differently than in traditional construction projects in order for the Owner to achieve its goals for speed, innovation and low cost.
- F. **Opportunity for Local, DBE, and Veteran-Owned Firm Participation** – Since this capital reinvestment for the user agency will be paid for in part by the citizens of the State of Louisiana, it is a Key Project Value to implement a process for maximizing the opportunity for participation of Local, Disadvantaged Business Enterprise (DBE), and Veteran-Owned Firms as Key Subcontractors and Suppliers. The process for pre-qualifying / selecting or confirming Key Subcontractors and Suppliers will be in accordance with section 1.4.1.6 of this RFQ.

9. PRE-CONSTRUCTION SERVICES (DESIGN-ASSIST) SCOPE OF WORK

Key responsibilities of the selected Pre-Construction Manager (PCM) will be:

1. Assist Owner and Project Team in refining and finalizing the project delivery strategy for the Project. PCM shall bring ideas, experience and expertise to the Project Team and be involved in discussions related to project delivery, with an emphasis on criteria of low cost, speed of delivery, high quality and safety.
2. PCM shall develop, based on in-progress construction documents furnished by the Architect and other documents, a detailed pre-construction and construction schedule for the Project. PCM shall offer innovative ideas to accelerate and/or otherwise improve project delivery.
3. PCM shall develop integration and coordination strategies that will bring the right vendors in at the right time to avoid re-work, eliminate waste and provide best value to the Owner.
4. PCM shall collaborate with Owner and Architect on the development and implementation of a BIM Protocol consistent with information provided in Section 17 of this RFQ.
5. PCM shall develop the construction budget as the basis of the Control Estimate intended to validate and confirm Owner’s construction budget.
6. PCM shall cooperate with Project Delivery Team in the identification and selection of Key Subcontractors.
7. PCM shall develop and document a proposed Safety Plan for the construction of the Project for approval by Owner.
8. PCM may enlist support from appropriate Key Subcontractors and others to identify and act on design assist activities as appropriate.
9. PCM shall prepare submittals and place orders for long lead items.
10. PCM shall develop a Trade / Bid Strategy to procure and manage subcontractor work and materials.
11. If requested, PCM shall prepare a Mill Order for structural steel for the ACB.

12. PCM may be requested to provide Work to Support an Accelerated Construction Start including but not limited to:
 - a. Importation and placement of fill material on site
 - b. Importation and placement of surcharge fill material on project site
 - c. Wicking of soils
 - d. Soils and/or materials testing
 - e. Implementation of a pile testing program
 - f. Building Enclosure/Exterior Skin programWork of this nature, if any, may be performed on a cost of the work or time and materials basis and shall be included in the final GMP contract amount
13. PCM shall develop a Master Construction Schedule that will be used as a basis for the GMP.
14. PCM shall develop GMP proposal and issue to Owner for review and approval.
15. PCM/CMR shall enter into a contract with Owner to construct the project per the Contract Documents.
16. PCM shall prepare for and coordinate all testing required in the Contract Documents.
17. PCM shall develop a Site Logistics Plan per section 3.13.2 in AIA A201-2017 (Exhibit B)
18. PCM shall develop a Quality Control Plan.

10. CONSTRUCTION SERVICES (CONSTRUCTION MANAGER @ RISK) SCOPE OF WORK

Key responsibilities of the selected Construction Manager (CMR) will be:

1. CMR shall collaborate with Owner and Architect on the implementation of a BIM Requirements (where applicable) consistent with Section 17 of this RFQ.
2. CMR shall procure, in accordance with the Contract Documents, other general or trade contractors as needed to construct the Project.
3. CMR shall coordinate with other vendors and contractors that may be hired by Owner or others in connection with the construction, equipping, furnishing or otherwise completing of the Project.
4. CMR shall utilize its resources to construct the Project quickly, efficiently and safely while complying with the Contract Documents.
5. CMR shall comply with methods outlined in the Contract Documents for utilization of contingency funds and submission and approval of change orders.
6. CMR shall not unreasonably withhold acceptance of assignment of contract of certain specialty vendors Owner has hired prior to CMR being hired.
7. CMR shall continuously look for and recommend to Owner ways to speed project delivery, improve quality and save money. CMR shall collaborate closely with Owner, Architect and others to ensure these concepts are maintained throughout the project delivery process.
8. CMR shall be a leader for safety. CMR shall ensure all persons, equipment and processes connected with the construction of the project make safety the first order of business.

9. CMR shall provide financial transparency (open book financial records) to Owner.

The Construction Manager (CMR) **shall be prohibited from self-performance** on any part of the Work.

11. PROJECT SCHEDULE

The Project Schedule is as follows:

ADVERTISEMENT FOR CM@R SERVICES	Jun 16, 2022
SECOND ADVERTISEMENT FOR CM@R SERVICES	Jun 23, 2022
AWARD OF CM@R PART A: PRE-CONSTRUCTION (design-assist) SERVICES	Aug 11, 2022
ADVANCED CONSTRUCTION START (ACS)	To be determined
GMP PROPOSAL DUE - PART B: CONSTRUCTION SERVICES	Jun 22, 2023
AWARD OF PART B: CONSTRUCTION SERVICES	Jul 6, 2023
SUBSTANTIAL COMPLETION – PART B: CONSTRUCTION SERVICES	Jan 7, 2025

The design team, with the assistance of the PCM/CMR, will investigate the merits of accelerated delivery to the extent practical. It is anticipated that Not Applicable will be completed as Advanced Construction Start and included in the Part A: Pre-Construction Services contract. The remainder of the project will be included in the Part B: Construction Services contract if awarded.

12. PROJECT BUDGET INFORMATION

The Preliminary Project Budget for construction is as follows:

PART A: PRE-CONSTRUCTION SERVICES

To be determined = \$0

PART B: CONSTRUCTION SERVICES

Amount for Construction = \$ 19,041,890

TOTAL = \$ **19,041,890**

13. SAMPLE MATRIX OF PRIOR PROJECTS PORTFOLIO AND KEY PERSONNEL

EXAMPLE PROJECTS LISTED IN TAB 9

Fill in "Example Projects Key" section below Before completing table. Place "X" under project key number for participation in same or similar role.

NAMES OF KEY PERSONNEL	ROLE IN THIS CONTRACT	1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Project Executive	X		X		X	X				
Joseph B. Williams	General Superintendent	X	X	X	X					X	
Tara C. Donovan	Safety Officer	X	X		X			X	X		X
George Burns	Project Manager	X	X		X	X					
Joseph Smith	Project Manager	X	X		X			X		X	

PRIOR PROJECTS PORTFOLIO

NO.	TITLE OF PROJECT (FROM TAB 9)
1	Federal Courthouse, Denver, CO
2	Justin J. Wilson Federal Building, Baton Rouge, LA
3	Johns Hopkins Replacement Hospital, Baltimore, MD
4	Methodist Hospital, Houston, TX
5	Fort Lewis Army Hospital, Tacoma, WA
6	XYZ Corporation Headquarters, Boston, MA
7	Founder's Museum, Newport, RI
8	UCLA Medical Center, Los Angeles, CA
9	Stanford University Medical Center, Palo Alto, CA
10	University of Washington Medical Center, Seattle, WA

16. DIVISION OF COST ELEMENTS

I - CONSTRUCTION MANAGEMENT SERVICES						
Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	CM Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Other Field Staff as Required			X			
Other Home Office	X	X				
Drawing Review	X					
Estimating	X					
Project Budget Estimating	X					
Project Phasing	X					
Scheduling	X					
Value Engineering	X					
Corporate Executive(s)	X	X				
Principal in Charge	X	X				
Secretarial (off site)	X	X				
Clerk-Typist(s)	X	X				
Time Keeper/Checker(s)	X	X				
Accounting (at main office)	X	X				
Accounting (at job site)	X		X			
Purchasing (at main office)	X	X				
Purchasing (at job site)			X			
Legal	X	X				
EEO Officer(s)	X	X				
Production Engineering	X	X				
Energy Management	X	X				
Drafting Detailer(s)	X	X				
Engineer's Transportation	X	X				
Off-site Staff Transportation	X	X				
Off-site Staff Travel Costs	X	X				
Project Staff Moving Expense	X	X				
Project Staff Subsistence Cost	X	X				
Staff Training and Education	X	X				
Project Executive(s)	X		X			
Project Manager(s)	X		X			
Project Superintendent(s)	X		X			
Assistant Superintendent(s)	X		X			
Project Coordinator(s)	X		X			
Project Expeditor(s)	X		X			
Safety Engineer(s) (on-site)	X		X			
Safety Officer(s) (Internal/ Consultant)	X		X			
Secretarial (on-site)	X		X			
Field Engineer(s)	X		X			
Drug Screening	X		X			
On-site Project Mgr. Transport.	X		X			
Superintendent's Transportation	X		X			

II. SAFETY, SECURITY, AND SERVICES

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	CM Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
2-way radio equipment				X		
Barricades				X		
Covered Walkways				X		
Debris Hauling/Removal				X		
Dust controls				X		
Final Clean-up				X		
Fire Extinguishers/Fire Watch				X		
First Aid Supplies				X		
Handrails and Toe Boards				X		
Infection control measures				X		
Opening Protection				X		
Roadway maintenance				X		
Safety Equipment				X		
Safety Nets				X		
Security Guard/Watchman Svcs.				X		
Snow and ice removal				X		
Temporary Fencing				X		
Traffic Control				X		
Trash chute & hoppers				X		
Daily Clean-up				X		

III. FACILITIES, EQUIPMENT & SERVICES

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	CM Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Air compressors				X		
Change/shower rooms				X		
Computer network connections			X			
Dewatering equipment				X		
Fuel/repairs/maintenance				X		
Generators				X		
Site Office Utilities***						
Lunch rooms				X		
Miscellaneous Consumables**				X		
Miscellaneous equipment				X		
Site Office trailer equipment *			X			
Power expenses (for construction)				X		
Project signs/bulletin boards				X		
Trailer rental (if required in addition to Owner's Building)				X		
Temp. cooling expenses				X		
Temp. enclosures/partitions				X		
Temp. heating expenses				X		

Temp. lighting/wiring				X		
Temp. roads				X		
Temp. stairs				X		
Temp. toilet/sewer services				X		
Temp. water expenses				X		
Tool/utility trailer rental				X		

* Site Office Trailer Equipment includes furniture, computers, other business equipment, telephones and related equipment, cellular telephones and PDAs.

** Misc. Consumables include printer paper, office supplies, water, coffee for use at jobsite offices. Budget consumables to include Owner, Program Manager, Architect and Construction Manager's usage.

*** Site Office Utilities include data/voice, cable line, power, water, sewer. Budget Site Office utilities to include Owner, Program Manager, Architect and Construction Manager's usage.

IV. VERTICAL HOISTING						
Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	CM Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Crane erect and dismantle				X		
Crane Fuel/repairs/maintenance				X		
Crane operator				X		
Crane raising/jumping cost				X		
Crane rental				X		
Crane safety inspections				X		
Elevator cage rider				X		
Elevator operation cost				X		
Elevator repairs and maintenance				X		
Elevator Service Costs				X		
Forklift Fuel/repairs/ maintenance				X		
Forklift operators				X		
Forklift rental				X		
Forklift safety inspections				X		
Hoist communications				X		
Hoist electrical				X		
Hoist erect and dismantle				X		
Hoist Fuel / repairs/ maintenance				X		
Hoist landings and forms				X		
Hoist material hoppers				X		
Hoist material skips				X		
Hoist operators				X		
Hoist rental				X		
Hoist safety inspections				X		
Safety inspections			X			
Small material hoist rental				X		

V. REPRODUCTION AND PRINTING

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	CM Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Bid Package Documents				X		
Bidding instructions	X		X			
Construction documents				X		
Cost study documents					X	
Postage and express costs				X		
Systems study documents					X	
As built documents (drafting)			X			
As built documents (printing)				X		
Record Drawings (drafting)					X	
Record Drawings (printing)				X		
Accounting forms		X				
Contract agreements		X				
Cost reporting forms		X				
Data processing (in-house)		X				
Estimating forms		X				
Field reporting forms		X				
Presentation charts and graphics		X				
Reference materials		X				
Schedule reporting forms		X				
Special forms		X				
Value analysis studies		X				
Duplication expenses (misc.)				X		
Maintenance manuals				X		
Operations manual				X		
Postage and delivery expense				X		
Shop drawing printing				X		

VI. QUALITY CONTROL

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	CM Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Chief inspector			X			
Field inspector			X			
Inspector's transportation			X			
Inspector's equipment			X			
Inspector's office				X		
Compaction testing				X		
Concrete testing				X		
Fireproofing testing				X		
Masonry testing				X		
Soils investigation				X		
Special inspection consultants				X		
Special testing consultants				X		

Special testing services				X		
Welding inspectors				X		
Field Office supplies/material			X			
Project photographs			X			
Warranty inspection coordination		X				
Air and water balancing				X		
Operations on-site training				X		
Prepare operations manuals			X			
Prepare maintenance manuals			X			

VII. PERMITS AND SPECIAL FEES

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	CM Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Chiller water service charge				X		
Construction equipment licenses			X			
Construction equipment permits			X			
Parking fees			X			
Parking lot rental			X			
Royalties			X			
Staking and layout fees /costs			X			
Steam service charge *				X		
Storage yard rental			X			
Association fees		X				
Contractor's licenses		X				
Building permits				X		
Curb and gutter permits				X		
Gas service charge *				X		
Plan check fee						X
Power service charge *				X		
Sanitary connection fee *				X		
Sidewalk permits				X		
Sign permits				X		
Special tap fees				X		
Storm connection fee*				X		
Water connection fee *				X		
Zoning fees/consultants				X		

* Represent final connection costs, not temporary

VIII. INSURANCE AND BONDS

Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	CM Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Builder's Risk Insurance				X		
Errors and Omissions (design)					X	

General Liability				X		
Completed Operations Liability				X		
Excess Liability Coverage				X		
Worker's Compensation *			X			
FICA Insurance *			X			
Federal Unemployment *			X			
State Unemployment *			X			
Payment Bond				X		
Performance Bond				X		
Automobile				X		
Offsite insurance		X				
Offsite taxes		X				

* On-site staff only

IX. OTHER COSTS						
Description	Pre-con. Phase Fee/ Expenses	Construction Phase Fee	CM Staffing and Site Office Costs	Cost of Work	A/E's Costs	Owner's Costs
Construction Equipment				X		
Commissioning						X
Construction Labor Costs				X		
Construction Material				X		
Cost of Emergency Work				X		
Project taxes				X		
Cost of Design & Engineering					X	
Cost for Bid Packages				X		
Building Maint. After Move-in						X
Building Operation after Move-in						X
Land Costs						X
Moving Coordination						X
Moving Costs						X
Owner Change Contingency						X
Program Management Fee						X
Soils Investigation					X	
Title/Development Costs						X
CMR General Overhead Cost		X				
CMR Profit/Margin		X				
Corrective Extra Work due to Gross Negligence		X				
Costs over GMP		X				

17. BIM REQUIREMENTS

1. PREAMBLE

This section is intended to align the Project Team and its collective interest toward achievement of a successful Project through the elimination of redundancies, errors and waste as well as enable the integration of Project outcomes with Key Project Goals.

The section promotes:

1.1. Rewarding desired behaviors;

Alignment of risk and reward with each Party's ability to control risk in separate contracts between Owner and Architect and Owner and Construction Manager;

1.2. Creating a culture of partnership among all members of the Project Team;

1.3. Creating an open environment for information-sharing;

1.4. Integrating operating, design and construction knowledge;

1.5. Building virtually before building physically through the use of computer modeling and other available technologies for design and construction planning, with focus on:

1.5.1. Reducing redundant efforts and conflicts,

1.5.2. Improving means and methods, and

1.5.3. Increasing opportunities for the use of pre-fabrication and off-site construction; and

1.6. Creating relationships during the design phase with the intention that the relationships and associated commitments will continue through the construction phase and the turnover of the building for occupancy and the end of the warranty period.

2. BUILDING INFORMATION MODELING

2.1. Coordination Process. Construction Manager and Key Subcontractors shall participate in developing a three dimensional model during various Design Phases, as described in this section, to identify and rationalize routing and access and to eliminate conflicts among the work of the various trades.

2.2. Collaboration. In order to achieve the Key Project Goals, design of the Project should proceed with informed, accurate information concerning program, quality, cost and schedule. While each Project Team Member will bring different expertise to each of these issues, all of these issues and the full weight of the entire Project Teams' expertise should be integrated throughout the design process if Key Project Goals are to be attained. None of the parties can proceed in isolation from the others; there should be effective and harmonious collaboration and continuous flow of information.

2.3. Model Coordination. Model coordination shall be a part of the Pre-Construction and Construction progress meeting agenda. Owner, Architect, Architect's Consultants and Construction Manager shall provide input and updates regarding model coordination. Agenda topics of discussion shall include:

- a. Selection of specific web-accessed transfer site; designer "share file site" or other.
- b. Establishing hierarchy of prioritization to be used for clash resolution between disciplines;
- c. Establishing file upload frequency, acknowledging that this may be variable by phase;

- d. Establishing transfer site organizational structure, i.e. file-naming conventions, directory structure, etc.;
- e. Establishing protocol for intra-team sharing of information, communication protocol, coordination meeting frequency, etc.;
- f. Establishing site access and security guidelines; and
- g. Establishing archive procedures.

Transfer Site. Architect shall either host or arrange for a web-accessed transfer site, for the purpose of exchanging and sharing files during development of the design documents.

- 2.4. The Construction Documents required by the Architect's Agreement will consist of (i) information that exists only in 2D, and (ii) 2D representations (printouts) of the Design Model(s) that will be extracted directly from the Design Model(s). Architect will make the 3-D Design Model available to Construction Manager and its Subcontractors as provided in this section.
- 2.5. At such times as Architect is required by this section to make available all or portions of the Design Model, or at any other time reasonably requested by the Project Team, Architect will upload the Design Model or portions of the Design Model, as .rvt (Revit) files, to the web-accessed host or transfer site designated for the Project. All project participants will be expected to have Revit software to support interoperability between software platforms. Each participant may then make a derivative Revit model or convert the uploaded .rvt Design Model files from the Architect as needed to work in alternative software platforms.
- 2.6. Architect shall establish a common point of origin in the Design Model and all Models will be based on this common point of origin.

Extent of Models. The Models, in plan view, will extend beyond the exterior walls of the building, beyond (i) additional architectural or structural portions of the Project such as screen walls, canopies, or overhangs, or (ii) the point of interconnection of the Project with any existing structures or infrastructures, to the limits of the Project Site.

Model Components. Architect, Architect's Consultants, and other Designers shall include all components in the Model. At any stage of design, the Design Models shall have the same level of development as contained in the design documents for the components required. The detail to which each component is modeled will be the level of detail the Architect would typically model on 1/8" scale two-dimensional drawings.

- 2.7. Architect, Architect's Consultants, and Other Designers shall issue (or reissue) the Models with up-to-date information at the issuance of any bid package and at the issuance of GMP Drawings.
- 2.8. Preliminary Design Models.
 - 2.8.1. During the design phase and prior to the issuance of the Construction Documents, Architect will make the in-progress Design Model ("**Preliminary Design Model**") available to Construction Manager and its Key Subcontractors on a regular basis as mutually agreed to during the regular progress meetings.
 - 2.8.2. Architect and Construction Manager acknowledge and agree that any models exchanged by Architect, Construction Manager, and the Key Subcontractors and Sub-consultants during the design phase (including the Preliminary Design Model), represent work-in-progress and as such, are in the developmental stage, may not be dimensionally accurate,

are subject to change throughout the design phase, and may not contain all of the elements required for complete Construction Documents. Architect shall not be responsible for reliance by others upon the preliminary design information and models that have not been finalized. Architect and Construction Manager use such models at their own risk, and neither party may rely on such in-progress models for any purpose.

2.9. Design Model. In conjunction with the issuance of the Construction Documents for each phase, Architect will provide Construction Manager with a copy of the [Revit] Design Model from which the Construction Documents for that phase were derived. The Model provided by Architect to Construction Manager at each phase shall be known as the “**Design Model**” for that phase. The Design Model may be a single model file or multiple linked model files.

2.9.1. The Design Model is intended to provide spatial and design intent, and except to the extent indicated in Exhibit 1, specific details in the Construction Documents shall govern.

The Design Model may also contain additional content, including scope issued for construction but less relevant to the modeling process, and in-progress scope that has not yet been completed nor issued for construction.

Architect understands that the Construction Manager and its subcontractors will use the Design Model to plan and coordinate the construction of the Project. As such, Architect agrees that the Construction Documents and the Design Model will be coordinated to a level of care consistent with that necessary to produce the construction documents. Manager shall not be responsible for comparing the Design Model with the Construction Documents to determine conflicts or discrepancies in information contained in both. However, Contractor acknowledges that some information will be contained in the Construction Documents (e.g., details and notes) that will not be contained in the Design Model and that Contractor must carefully review all of the Construction Documents as whole so as not to miss this information. Contractor also acknowledges that the Design Model will contain some additional information that is not reflected in the Construction Documents or required above, and that Architect shall not be responsible for such additional information contained in the Design Model. Any use of such additional information by Contractor and its subcontractors shall be at the user’s own risk.

2.9.2. In the event of a material change to the scope of the Project after issuance of the Construction Documents, Architect agrees to enter into discussions with Contractor and Owner regarding possible modifications and re-issue of the Design Model. These Architect services may be considered an Additional Service under Architect’s Agreement.

2.9.3. To the degree that the Owner makes changes to the Project design after completion of Construction Documents, Owner acknowledges that it has been advised that the Project will be significantly affected. The collaboration model used here will increase the overall efficiency of design and construction but will reduce the efficiency of making changes after Construction Documents are issued. The Construction Model (used during construction) under the control of the Construction Manager will have to be remodeled by the Architect to accommodate changes and then the design will be completed by the Construction Manager just prior to construction of the change. The primary effect is the Architect issuing incomplete and uncoordinated Construction Documents in order to supply the Construction Manager with information quickly enough to avoid extra costs for removal of work-in-place and disruption of the Project construction schedule. The Construction Manager’s additions to the model for construction will suffer from the same time pressure. This process will likely make changes more expensive than under traditional delivery models.

2.10. Construction Model.

- 2.10.1. Construction Manager and its Key Subcontractors will create multiple derivative models from the Design Model to plan and coordinate the construction of the Project. These individual derivative models will collectively represent the “**Construction Model**”. Architect shall have no responsibility for content added in any models derived from the Design Model by Contractor or its subcontractors. Upon receipt of the Design Model, all model maintenance will become the responsibility of Construction Manager and its Key Subcontractors.
- 2.10.2. As part of the shop drawings and submittals process during construction, Construction Manager may elect to submit information or shop drawings from the Construction Model, in electronic format, for Architect to take appropriate action consistent with the Architect’s Agreement. Architect agrees to work with Construction Manager to create a mutually acceptable process for submitting and annotating such content. Such process shall not alter the rights and responsibilities of either party as related to the typical submittal review and approval processes.
- 2.11. The Project Team shall regularly review the Models and provide appropriate responses within their respective areas of responsibility to questions and issues that each may identify.
- 2.12. Nothing in this Section shall be deemed to give Construction Manager or its Key Subcontractors any responsibility for the design, or to give the Designer any responsibility for means and methods. Nothing in this Section shall be construed as (a) making Construction Manager or its Key Subcontractors in any way responsible for the design, including any accuracy, adequacy, sufficiency, compliance with applicable law, or any error or omission in, any information contained in the Design Model, or (b) making Architect or Sub-consultants in any way responsible for the accuracy, adequacy, sufficiency, compliance with applicable law, or safety of, or any error or omission in, any means and methods employed by Construction Manager, or any information contained in the Construction Model that is different from the Design Model content received from Architect.
- 2.13. Each member of the Project Team shall have a non-exclusive, royalty-free, perpetual license to
- (a) use the Models for the purposes of performing the Work or as otherwise described in this exhibit and
 - (b) publicly display models for educational and marketing purposes as approved by the Owner.
- 2.14. Confidential and Proprietary Information. Owner, Architect, and Construction Manager specifically acknowledge that the following items are confidential and proprietary and are to not be shared with any other party except as provided herein:
- a. Any of Construction Manager’s documents related to 3D modeling coordination procedures and identified as proprietary and confidential to Construction Manager, and all associated coordination reports, tracking logs, meeting minutes, and any formats unique to this project.
 - b. Any 3D modeling images associated with the Project that is identified by owner as confidential.
- 2.15. BIM Model Electronic Record Files. At contract closeout, the design team and Construction Manager shall turn over separate BIM models to both the Owner and user agency for use and continued BIM maintenance. The design team model shall include all pre-construction revisions to reflect the Part B: Construction Services work scope. The

Construction Manager model shall include all as-built conditions for the completed project.

- 2.16. Intent of Record Files. The models provided at contract closeout will be for the Owner's record and should not be construed as sufficient for continued utilization for energy management, lifecycle analyses, scheduling, energy use audits, commissioning, or similar high-end BIM functionality. Any future implementation of the referenced functionality shall be the responsibility of the Owner.

BIM SPECIFICATIONS AND REQUIREMENTS

The following scope shall be included in the Models:

1. Architectural: The following architectural scope shall be included in the Design Models:
 - a. All exterior walls, doors, windows, steps, railings and roofs.
 - b. All interior walls (studs and individual layers of drywall need not be modeled).
 - c. Risers and sloped floors.
 - d. Interior doors and windows.
 - e. All interior ceilings, soffits, stairs and railings.
 - f. Walls, ceilings and soffits will be modeled as to include the correct height and overall thickness, as well as elevation changes and termination points, but not including supports, kickers, and miscellaneous framework.
 - g. Doors, windows and frames will be modeled, including leaves, but excluding hardware.
 - h. The overall extent of stairs and loading docks, including railings. Intermediate railing members need not be modeled.
 - i. Light fixtures will be modeled to overall height, width, depth and access through interstitial space.
 - j. Elevator shaft clear space, including clear width, depth and height only. Elevator cabs, equipment, etc. need not be modeled. Nominal elevator cab size and overrun shall be modeled, including hoist beams and rails.
 - k. Additional vertical transportation elements (such as escalators) shall be modeled in similar scope and detail as elevators.
 - l. Major fixed equipment.
 - m. Casework and millwork.
 - n. Finishes such as carpet, paint, wall coverings, tile and running/carpentry trim need not be modeled.
 - o. Furniture, including systems furniture, need not be modeled.

2. Structural: The following structural scope shall be included in the Models:
 - a. All cast-in-place concrete, including major penetrations and openings identified in the construction documents. Slab camber need not be modeled. Chamfers at corners need not be modeled.
 - b. Edges of all slabs and major penetrations of structural systems.
 - c. All primary and secondary structural steel members, including standard steel member sizes, major equipment supports and associated kickers. Reinforcing steel and embeds need not be modeled.
 - d. Metal and concrete decks will be modeled as to their overall thickness. Bolts, clip angles, etc. need not be modeled.
3. HVAC: The following HVAC scope shall be included in the Models:
 - a. All ducts and air handling equipment. Ducts will be modeled to the outside face dimension of the flanges/insulation. Duct joints need not be modeled.
 - b. Equipment to its overall height, width and depth. Equipment access zones shall be modeled as solids.
 - c. Any piping associated with mechanical equipment. All other piping larger than 3/4" diameter shall be modeled. Pipes shall be modeled to the outside diameter of the pipe or pipe insulation, whichever is greater. Pipe slope shall be modeled. Fittings and connections need not be modeled.
 - d. Any major electrical associated with mechanical equipment.
 - e. The intent is to show the ductwork and piping in as true a representation of the actual condition at construction completion as is reasonably possible. Even though specific dimensional locations of ductwork and piping are not included in two dimensional construction documents, to the extent that location can be determined from the two dimensional construction documents, the Models shall reflect that location.
4. Electrical: The following electrical scope shall be included in Models:
 - a. Conduits greater than 1".
 - b. Cable tray, access zones and equipment.
 - c. All power feeds to equipment, all switch gear, all switches and outlet locations.
5. Plumbing: The following plumbing scope shall be included in the Models:
 - a. All plumbing and gas piping, including specialty gas, access zones and equipment. Pipes will be modeled to outside diameter of the pipe or pipe insulation, whichever is greater. Pipe slope shall be modeled. Fittings and connections need not be modeled.
 - b. All plumbing equipment to its overall height, width and depth.
 - c. All valves and cleanouts, along with access to valves/cleanouts.

6. Vertical Transportation: See Architectural.
7. Fire Protection (Sprinkler and Alarm): The following shall be provided by the fire protection subcontractor:
 - a. All components of the fire protection system, including (but not limited to) piping, valves, fire pump and sprinkler heads.
 - b. Any access zone requirements.

18. CRITICAL PATH (CPM) SCHEDULE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.

- F. Float: The measure of leeway in starting and completing an activity.
 1. Float time **belongs to Owner**.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fagnnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.3 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit **three** copies of schedule. Arrange the following information in a tabular format:
 1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Architect's **and Construction Manager's** final release or approval.
- C. Preliminary Construction Schedule: Submit **two** opaque copies.
 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Preliminary Network Diagram: Submit **two** opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- E. Construction Manager's Construction Schedule: Submit **two** opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- F. CPM Reports: Concurrent with CPM schedule, submit **three** copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.
 4. Earnings Report: Compilation of Construction Manager's total earnings from **the Notice to Proceed** until most recent Application for Payment.
- G. Daily Construction Reports: Submit **two** copies at **weekly** intervals.
- H. Material Location Reports: Submit **two** copies at **weekly** intervals.
- I. Field Condition Reports: Submit **two** copies at time of discovery of differing conditions.
- J. Special Reports: Submit **two** copies at time of unusual event.

1.4 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to the Preliminary Construction Schedule and Construction Manager's Construction Schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Discuss constraints, including **phasing, work stages, area separations, interim milestones, and partial Owner occupancy.**
 4. Review delivery dates for Owner-furnished products.
 5. Review schedule for work of Owner's separate contracts.
 6. Review time required for review of submittals and re-submittals.
 7. Review requirements for tests and inspections by independent testing and inspecting agencies.

8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Construction Manager's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Construction Manager's Construction Schedule.
 2. Initial Submittal: Submit concurrently with preliminary **bar-chart schedule**. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Construction Manager's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 3. Final Submittal: Submit concurrently with the first complete submittal of Construction Manager's Construction Schedule.

2.2 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

- B. Time Frame: Extend schedule from date established for **commencement of the Work** to date of Owner Acceptance (**Substantial Completion**).
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by Program Manager.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and re-submittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Construction Manager's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 21 days for startup and testing.
 5. Acceptance (Substantial Completion): Indicate completion in advance of date established for Acceptance (Substantial Completion), and allow time for Architect and Owner administrative procedures necessary for certification of Acceptance (Substantial Completion).
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner or Owner's forces.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.

- d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
- a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Owner Acceptance (Substantial Completion).

- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Owner Acceptance (Substantial Completion), and Final Completion, **and the following interim milestones:**
 - 1. Start of construction of each major component or Part of the Project.
 - 2. Substantial Completion of each major component or Part of the Project.
 - 3. Other milestones as agreed between Owner and CM.

- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 - 1. Construction Manager shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's and Owner's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 - 2. Each activity cost shall reflect an accurate value subject to approval by Architect.
 - 3. Total cost assigned to activities shall equal the total Contract Sum.

- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
 - 1. Primavera P3 or P6 or equal. CM and Owner shall mutually agree to software prior to submission of GMP proposal.

2.3 PRELIMINARY PROJECT / CONSTRUCTION SCHEDULES

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type project / construction schedule per section 2.1.5 of Exhibit A: AIA A133-2009.

- B. Preparation: Prepare in accordance with section 2.1.5 of Exhibit A AIA A133-2009 and section 3.10.2 of Exhibit B: AIA A201-2017. Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first sixty (**60**) days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-Chart-type, Construction Manager's Construction Schedule with Construction Manager's GMP proposal. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in ten (**10**) percent increments within time bar.

2.5 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram with GMP proposal. Outline significant construction activities for the first sixty (**60**) days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Construction Manager's Construction Schedule using a computerized, **cost-and resource-loaded**, time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than thirty (**30**) days after date established for **commencement of the Work**.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Construction Manager from completing all work within applicable completion dates, regardless of Owner's and/or Architect's approval of the schedule.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.

- g. Installation.
- h. Work by Owner that may affect or be affected by Construction Manager's activities.
- i. Testing.

Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

- 2. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Sub-networks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
- 1. Construction Manager or subcontractor and the Work or activity.
 - 2. Description of activity.
 - 3. Principal events of activity.
 - 4. Immediate preceding and succeeding activities.
 - 5. Early and late start dates.
 - 6. Early and late finish dates.
 - 7. Activity duration in workdays.
 - 8. Total float or slack time.
 - 9. Average size of workforce.
 - 10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
- 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.

5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts **one week** before each regularly scheduled progress meeting.

2.6 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.

12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial Completions and occupancies.
 19. Owner Acceptances (Substantial Completions) authorized.
- B. Material Location Reports: At **weekly** intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.7 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within **one** day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Construction Manager's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
 1. In-House Option: Owner may waive the requirement to retain a consultant if Construction Manager employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

- B. Construction Manager's Construction Schedule Updating: At **monthly** intervals, update schedule to reflect actual construction progress and activities. Issue schedule **one week** before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Program Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Construction Manager with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.