

**REQUEST FOR PROPOSALS**

###### CONSTRUCTION MANAGEMENT SERVICES

for

University Hospital

Emergency Power Upgrade Phase 2



FACILITIES MANAGEMENT

Facilities Planning and Construction

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Project Code: 209-17302-300

W.O. # 916819

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**SECTION A – PURPOSE**

The Rector and Visitors of the University of Virginia, a Virginia public corporation (the "University"), seek to retain the services of a Construction Management firm (CM), for construction of the Hospital Emergency Power Upgrade Phase 2 (HEP2). The purpose of this Request for Proposal (RFP) is to establish contract terms for the purchase of all services and supplies necessary for the management of this Project, in accordance with this RFP. This RFP sets forth the instructions for submitting proposals and the contractual terms by which the University proposes to govern the relationship between itself and the CM.

The CM will add HEP2 to their project responsibilities associated with the Lee Street Medical Center Projects (CM Contracts # ?, ?, and ? ) *- see Martin*). The CM's services will complement (as further defined by the CM Contract) the “full” Higher Education Capital Outlay Manual (HECOM) defined services already under contract with the engineers, Atkinson Koven Feinberg, Engineers LLP (AKF). The University will hold the Construction Trade Contract(s). However, the University may allow the CM to provide any or all of any General Conditions Items, subject to the CM’s recommendation and prior University approval. The prior approval shall be evidenced by a written change order, signed by the CM and the University, which shall specify the General Conditions Item(s) agreed to be performed. This RFP, with any negotiated amendments, describes the full scope and nature of the services the CM shall provide. These services fall under the general categories of (a) Document Review Phase Services; (b) Procurement Phase Services; and (c) Construction Phase Services.

**SECTION B - BACKGROUND**

**B.1. INTRODUCTION.** The Hospital Emergency Power Upgrade Phase II project is just one part of the multiple additions and upgrades to the hospital. The Emergency Power Upgrade not only improves the current emergency power performance, but also adds significant emergency power capacity. The additional emergency power is essential to the completion of the Hospital Bed Expansion and to the HVAC Upgrade Project. Because of this inter-relation, the coordination of this project with those and other project schedules is essential. It is a very tight timeline with little to no float. The University has determined that CM services will be essential to the success of the project due to this high level of coordination and interrelation.

**B.2 GOALS AND OBJECTIVES.** The provisions of this section set out the goals and objectives of the University and do not impose obligations, duties, or responsibilities upon the CM in addition to, or independent of, those set out in the other provisions of this RFP and CM Contract. The CM will exercise its best professional judgment and perform the CM Contract in a manner that will conform to the accomplishment of these goals and objectives:

1. Ensuring the safety of patients, visitors, students, faculty and staff, to the University of Virginia Health System, and their access to essential areas. This entails planning for walkways, handicapped access, emergency vehicle access and barring entrance to construction areas. Also included are maintaining proper air quality, water quality, and cleanliness within the surrounding facilities and general neighborhood.
2. Ensure that the University of Virginia Health System remains fully operational and accessible throughout the Project.
3. Ensuring the Project remains within budget.
4. Ensuring the specific scheduling coordination needs of the University are met.
5. Ensuring the Project remains on schedule.
6. Ensuring the highest quality of workmanship is reflected in the new construction. The University must demonstrate to donors, faculty, and staff that the hard work undertaken and sacrifices made have been rewarded with a well constructed facility.
7. Ensuring the University Facilities Management project staff is kept apprised of work in progress, unusual disruptions, changes in schedules, etc. The University’s leadership is committed to minimizing problems by keeping the Health System well informed. Continual open communications will be essential to providing the information that will allow the Health System to plan and adjust incrementally.
8. Ensuring that all project submittals and construction are in compliance with the design intent.

**B.3.      PROCUREMENT PROCESS.**  The University issues this RFP as part of the procurement process established by the “2006 Management Agreement Between the Commonwealth of Virginia and The University of Virginia” (Va. Acts 2006, Ch.943), and “Exhibit M”, §VII, attached thereto.  HECOM sets forth the detailed policies and procedures to be followed by the University and CM in fulfilling procurement responsibilities.

The CM will solicit, and administer for a fee with the University’s approval, the Construction Trade Contract(s) using the University Procurement Rules and HECOM procedures and options.

By submitting a proposal, the CM certifies that all information provided in response to this RFP is true and accurate.  Failure to provide information required by this RFP may ultimately result in rejection of the proposal.

**B.4 . SMALL, WOMEN-OWNED, AND MINORITY (SWaM) FIRMS.** It is the policy of the State and the University to contribute to the establishment, preservation, and strengthening of SWaM firms and to encourage their participation in State procurement activities. See H.11. **SWaM Firm Utilization**.

**SECTION C - STATEMENT OF NEEDS**

**C.1. PROJECT DESCRIPTION, DEFINITIONS, AND REFERENCES.**

**C.1.1. Project Description.**

**Project Name**: University of Virginia

Hospital Emergency Power Upgrade Phase 2

Charlottesville, Virginia

Project Code: 209-17302-300

**Architect/Engineer(s):** Atkinson Koven Feinberg Engineer LLP

Arlington, VA

**Location of Project:** Lee Street

**Scope of Project:** The proposed project will primarily consist of the following components:

* Installation of a 1000 KVa Emergency Diesel Generator in the existing Lee Street garage emergency power building.
* 550 feet of 5000 amp electrical bus.
* Installation of a 5000 amp emergency power switch in the hospital 0 level.

Potential separate phases for the design and construction are as follows:

* 1. A redundant 5000 amp power feed replacing the existing feed under Lee Street.

**C.1.2. Schedule.**

Construction Documents Complete July 2009

Construction Procurement Initiated December 2009

Construction Contract Award February 2010

Construction Start March 2010

Construction Complete August 2010

**C.1.3. Estimated Construction Trade Cost Range:** $2 to $3million

**C.1.4. Abbreviations.** This RFP uses the following abbreviations throughout.

**A/E** Architect/Engineer - Consultant

**CAM** Construction Administration Manager - University

**CEX** Construction Executive – CM

**CFO** Chief Facilities Officer

**CM** Construction Manager

**CM PM** CM Project Manager

**CM SPM**  CM Senior Project Manager

**DIR** Director of Project - University

**HECOM** Higher Education Capital Outlay Manual

**QCS** Quality Control Superintendent

**SPM** Senior Project Manager - University

**TET's** Testing Engineers/Technicians

**UARCH** Architect for the University

**VCCO** Virginia Construction Contracting Officer

**C.1.5. Definitions.**

**C.1.5.1.** **Additional Services.** This term refers to performance of additional services, that are outside the scope of the Basic Services, that the University may require, for which the University will execute, change orders based on the Price Proposal unit costs. See C.2.12. **Additional Services**.

**C.1.5.2.** **Architect/Engineer (A/E).** The A/E’s are the professional services contractors responsible to the University for design of the Project. The A/E’s, AKF, may perform additional services for the University during the procurement and construction phases. The referenced HECOM and attached HECO-7 CM, Higher Education Commonwealth of Virginia General Conditions for the Construction Contract with a Construction Manager, describe these services in detail. A/E services will include technical consultation services and submittal/shop drawing review. The CM assists the University in managing and administering the A/E contract and coordinates and conducts the final document reviews.

**C.1.5.3.** **Architect for the University (UARCH).** The UARCH is the University's representative at the Office of the Architect for the University with the authority to enter into, and/or terminate A/E contracts and make related determinations and findings. The UARCH is the final authority in all design matters relating to the Contract that is the product of this RFP process. The UARCH has overall responsibility for the A/E Contract through the Preliminary Design Phase and authorization to take action on behalf of the University to amend, change, or deviate from Contract terms, conditions, requirements, specifications, details, and/or delivery schedules. The UARCH may delegate responsibilities to his authorized representatives.

**C.1.5.4. Basic Services.** Basic Services are all those services described in this RFP that are not specifically defined as Additional Services.

**C.1.5.5.** **Construction Administration Manager (CAM).** The CAM’s are the University's employees who will be on the construction site assisting the University’s SPM’s and facilitating the CM's compliance with University policies and procedures and compliance with the Contract Documents, i.e.: utility shut downs, University moves, phased occupancy, and maintaining the functions of surrounding areas. The existing Gilbane CAM with primary responsibility for the Hospital Bed Expansion will also assume responsibility for this Hospital Emergency Power Upgrade Phase 2 project.

**C.1.5.6.** **Chief Facilities Officer (CFO).** The CFO is the University's representative at Facilities Management with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings, except as otherwise provided by law (e.g. change orders greater than $50,000 or 25% of a contract). The CFO is the final authority in all contractual matters relating to the Contract that is the product of this RFP process, as well as to any design, construction, or other type of contract associated with the Project. The CFO has overall responsibility for administration of the resultant Contract and authorization to take action on behalf of the University to amend, change, or deviate from Contract terms, conditions, requirements, specifications, details, and/or delivery schedules. The CFO may delegate responsibilities to his authorized representatives, including the VCCO.

**C.1.5.7.** **CM Contract/the Contract.** The CM Contract shall consist of: the Construction Management Services Contract Form; this RFP, all RFP amendments, and all documents attached to, referenced, or incorporated in this RFP, including, but not limited to, the Mandatory Contractual Provisions and the Special Contractual Provisions; the awarded CM's Proposal Response and subsequent negotiated modifications thereto; and all modifications and change orders to be issued thereto, all of which documents are incorporated herein.

**C.1.5.8. CM Project Manager (CM PM).** The CM PM is the CM employee designated as the on-site assistant to the CM SPM responsible for overall day-to-day management services that the CM provides under the Contract that is the product of this RFP process.

**C.1.5.9.** **CM Senior Project Manager (CM SPM).** The CM SPM is the CM employee designated as the key, on-site representative of the CM responsible for overall day-to-day management services that the CM provides under the Contract that is the product of this RFP process.

**C.1.5.10.** **Construction/Contract Documents.** The A/E and CM prepare the construction documents to explain and describe in detail the design to potential Construction Trade Contractors for the initial purpose of procurement, and for the ultimate purpose of construction. The A/E’s working drawings provide the construction details. The A/E’s specifications provide the performance requirements of the materials. The Contract Documents include the trade contracts, addenda/amendments (which pertain to the Contract Documents), Trade Contractors' bids/proposals (including documentation accompanying the bid/proposal and any post-bid/proposal documentation submitted before the Notice of Award) when attached or referenced as an exhibit to the trade contracts, the Performance and Payment Bonds, the General Conditions, the Supplemental General Conditions, the Specifications, and the Drawings as specifically identified in the trade contracts, together with all change orders issued to the trade contracts.

**C.1.5.11.** **Construction Executive (CEX).** The CEX is the principal CM employee responsible for overall management, direction, and accomplishment of CM activities on this Project. The CEX may work part time on this Project. The CEX will attend the site progress meetings and review the site a minimum of once a week.

**C.1.5.12.** **Construction Manager (CM).** The CM is the Construction Management firm that the University will select to manage the construction document review, construction procurement, and actual construction for the University’s Lee Street Medical Center Projects with the University's Project Director (DIR), and Chief Facilities Officer (CFO) providing critical approvals as defined in this RFP. In managing this construction Project, the CM places an emphasis on meeting goals relating to safety, schedule, budget, scope, and quality. The CM provides management, technical, administrative, and quality control services to achieve these goals.

**C.1.5.13.** **Construction Trade Contractors.** The Construction Trade Contractors consist of the multiple CM, general contractor, construction trade, and/or vendor firms that successfully contract with the University, to be managed by the CM, to provide the services and materials identified in the Construction/Contract Documents.

**C.1.5.14**. **Director (DIR).** The Director of the Project is the University’s employee designated as the key point of contact. The DIR is responsible for the overall management of this Project. Responsibilities of the DIR include, but are not limited to, determining the adequacy of performance by the CM, according to terms and conditions of the CM contract; acting as the University’s representative in charge of work at the site; ensuring compliance with CM Contract requirements concerning the work; and advising the Facilities Planning & Construction’s Health System Division Director of any factors that may cause delay in performance of the work.

**C.1.5.15. Evaluation** **Committee.** The Evaluation Committee is the group of senior-level University employees appointed to review letters of interest and statements of qualification, attend presentations by the CM's short-listed for interviews, and make the final CM selection.

**C.1.5.16.** **General Conditions/Miscellaneous Items.** This term refers to the provision of facilities or performance of work that relates indirectly to construction. The cost of the Field Office Staff General Conditions is provided on the Price Proposal Form per C.2.7 Office Facilities. Other Project General Conditions may be procured per the **CM Mark-Up for General Condition Items** contained in the Price Proposal, Part “J”. The University would prefer that the CM manage the provision of this work under Trade Contracts.

**C.1.5.17.** **Higher Education Capital Outlay Manual (HECOM).** The HECOM is the University of Virginia Higher Education Capital Outlay Manual. See C.1.6. **References**, for a description of this reference.

**C.1.5.18.** **Inspector(s).**  The inspector(s), except as defined otherwise in this RFP for specific types of inspections, are employees of the CM and are responsible for performing field inspection work during construction; recommending (to the CM and, depending on the issue, also to the A/E’s and/or the University) approval or rejection of the Construction Trade Contractor's materials, workmanship, and equipment; monitoring safety provisions, see C.5.9. **Safety**; maintaining inspection logs and records including lists of defects and omissions; and other related activities. The CM shall ensure that a minimum of one CM inspector is on site whenever trade work is in progress.

**C.1.5.19**. **Owner (University).** The Commonwealth of Virginia and The Rector and Visitors of the University of Virginia, a Virginia public corporation.

**C.1.5.20**. **Project.** See Section C.1.1. **Project Description.**

**C.1.5.21.** **Quality Control Superintendent (QCS).** The QCS is the CM employee designated as the key, on-site representative of the CM responsible for ensuring delivery of day-to-day construction quality management services to be provided by the CM under this Contract and in coordination with the CAM (*The full scope of these services shall be defined by the CM in its response to this RFP, for approval by the University*).

**C.1.5.22 Senior General Engineer.** The Senior General Engineer can provide the in-house design expertise for temporary structures during design and construction including sheeting, shoring, bracing, piles, etc.; utility relocation and coordination; temporary connections; etc.

**C.1.5.23**. **Senior Project Manager (SPM).** The SPM’s are the University’s employees responsible for the overall management of a Project component(s) and for initial approval of all related invoices. Responsibilities of the SPM’s for a Project component(s) include, but are not limited to, determining the adequacy of performance by the CM, according to terms and conditions of the CM Contract; acting as the University representative in charge of work at the site; ensuring compliance with CM Contract requirements concerning the work; and advising the DIR of any factors that may cause delay in performance of the work. There will be two SPM’s assigned to this project and reporting to the DIR. One will have primary responsibility for the Emily Couric Clinical Cancer Center and Lee Street Plaza and one will have primary responsibility for the Hospital Bed Expansion.

**C.1.5.24.** **Testing Engineers/Technicians (TET's).** The TET's are employees of an independent laboratory responsible for performing the testing services specified in the Construction/Contract Documents. The TET's will be under direct contract to the University. The University will either select the TET's from existing University term contracts, or direct the CM to procure TET's for the University using the State RFP process. The DIR must approve the TET's. The CM shall schedule and coordinate all testing. See C.5.12., **Monitor Testing**.

**C.1.5.25. Virginia Construction Contracting Officer (VCCO).** A VCCO is a University employee at Facilities Management that has earned that designation through training and testing on the Commonwealth of Virginia procurement regulations.

**C.1.6.** **References.** The University will make the following reference material or appropriate portions thereof available to the prospective CM on an as-required basis. The most recent editions of the referenced publications will apply.

* University of Virginia Higher Education Capital Outlay Manual (HECOM), 2nd Edition, Revision VI, dated April 29, 2009, and all subsequent revisions. (Note Section 7A.1, Building Codes, which identifies the Codes and Standards that are applicable).
* **CM Agency** – General Conditions of the Construction Management Contract, Form HECO-7CM (latest edition available at contract award date) and Attachment L.6., Construction Management Services Contract.
* University of Virginia, Facilities Management, Facilities Design and Construction Guidelines, (November 2004, 7th edition.)

<http://www.fm.virginia.edu/fpc/DesignGuidelines.htm>

* Exhibit “M” Management Agreement between the Commonwealth and the University “Policy Governing Capital Projects”, and the “University Procurement Rules”, Attachment 1, Rules Governing Procurement of Goods, Services, Insurance, and Construction as approved May 18, 2006.
* Schematic Documents prepared by A/E’s.
* Schematic Cost Estimates.

**C.2.** **STANDARD CM SERVICES.**

**C.2.1.** **CM Responsibilities.**

**C.2.1.1** **General Responsibilities.** The CM shall perform all the services required under: **1)** the base CM Contract; **2)** options exercised; **3)** Additional Services as directed in writing by the University; and **4)** Change Orders to the CM Contract. The CM is responsible for providing the management, quality control, and administrative tasks needed to perform the services in a safe, expeditious and economical manner consistent with the CM Contract and the best interests of the University. The CM shall be responsible for achieving the Project goals concerning safety, schedule, budget, scope, and quality.

**C.2.1.2.** **Services to be provided.** The CM will provide professional, technical, administrative, and clerical personnel as needed to perform all required services including, but not limited to, those described in this RFP. The services described or specified shall not constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The lump sum price proposed by the CM firm shall include all services described in this RFP, except those specifically designated as Additional Services. The CM shall provide Additional Services on the basis of priced change orders. See C.2.12., **Additional Services.**

**C.2.2.** **CM Staff.**

**C.2.2.l.** **Core CM Staff**. The CM shall assign and dedicate personnel to this Project sufficient in number, and with the requisite expertise and experience, to perform the duties described in the CM Contract. The full-time core CM staff listed below by phase is the **minimum** the University considers necessary to undertake the work. The University anticipates that the CM will supplement the core staff as needed throughout all phases with other employees, consultants, and/or subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the Project.

**Document Review Phase**

need staff for remaining services

**Procurement Phase**

1 CM Construction Executive (as required)

1 CM Senior Project Manager (as required)

1 Quality Control Superintendent (as required)

1 Administrative Assistant/Secretary (as required)

1 Scheduler (as required)

1 Estimator (as required)

**Construction Phase**

1 CM Construction Executive (as required)

1 CM Senior Project Manager

1 Senior General Engineer (as required)

1 Quality Control Superintendent (as required)

1 Inspector (as required)

1 Administrative Assistant/Secretary (as required)

1 Scheduler (as required)

1 Estimator (as required)

**C.2.2.2.** **Removal of CM Employees.** The CFO, as advised by the DIR, SPM(s) and CAM, shall have the right to remove immediately any CM employee at any time during the duration of the contract if the CFO determines, in his sole discretion, that the employee is not of the level of competence or ability required under the Contract, or if the employee is for any other reason found by the CFO, in his sole discretion, to be unsuitable for the work. In such case, the CM shall promptly submit the name and qualifications of a replacement according to the succession plan submitted by the CM with its proposal and approved by the University.

**C.2.2.3.** **Personnel Replacements.** In the event that any personnel named in the CM proposal are unable to perform their duties due to death, illness, resignation from the CM's employ, the CFO’s request for removal, or any other reason, the CM shall promptly submit to the DIR, in writing, the name and qualifications of a proposed replacement according to the approved succession plan. No substitution shall be made without prior approval of the DIR. The CM shall make any approved substitutions at no increase in the lump sum contract price; however, if the CM pays the replacement a lesser hourly wage or salary than the employee being replaced, the CM shall immediately make a reduction in the lump sum contract price that is equivalent to the difference in the wage or salary multiplied by the full-time equivalent work hours remaining in the Contract for the affected position, plus overhead and profit. In addition, if CM employees prematurely vacate positions, for any reason, the CM shall immediately make a reduction in the lump sum contract price that is equivalent to the salary or wage of the departed employee, plus overhead and profit, for the period of vacancy. For purposes of Contract price adjustments, wages and salaries referred to are those contained in the CM's proposal. Because the University approves the proposal based on its quality, not necessarily the price, any proposed replacement personnel shall be of the same general background and level of experience and expertise as the evaluated personnel.

**C.2.2.4.** **Failure to Provide Qualified Personnel.** CM personnel must meet the stated requirements and be acceptable to the University to perform the contracted services. The University may deemrepeated failure or excessive delay by the CM to provide qualified personnel, or qualified replacement personnel, sufficient reason to terminate work under the Contract in whole or in part. Section F.4., **Overall Performance/Default** shall provide the terms of termination.

**C.2.2.5.** **Special Personnel Qualifications.** Special personnel required for Additional Services outside the scope of Basic Services shall have qualifications as recommended and approved by the DIR appropriate to the nature of the service being provided.

**C.2.2.6.** **Subcontractors and Consultants.** The DIR shall approve in writing any proposed subcontractor or consultant required by the CM for services covered by the CM Contract before the CM awards the subcontract or agreement. Any substitution of approved subcontractors and consultants shall likewise be subject to prior approval of the DIR.

**C.2.2.7.** **Orientation of Personnel.** Any CM Firm personnel who will be directly supervising work at the hospital and who are not currently or have not worked within the last year on projects at UVA Hospital shall be sent to the University's Facilities Planning and Construction Department for two days of orientation in University procedures and policies as well as a detailed briefing on each of the Lee Street Medical Center Projects upon their assignment to this project. Additionally, these personnel will attend one day of orientation in University Health System procedures and policies with special emphasis on Infection Control and Patient Traffic Flow. Subsequent to orientation, it shall be the responsibility of the CM to provide orientation to CM employees, subcontractors, and consultants in the performance of the CM Contract. The CM shall ensure that all personnel are knowledgeable of applicable University and University Health System regulations, procedures, policies, and requirements of the Contract affecting the conduct of the work. The University shall arrange orientation immediately after acceptance of qualifications for a change in key personnel, when the University initiates additional phases, as required by personnel changes, and/or at other times at the discretion of the DIR.

**C.2.3. Record Keeping and Progress Reports.**

**C.2.3.1.** **Record Keeping.** A primary responsibility of the CM is to prepare correspondence and other documentation and to maintain accurate and detailed records of the Project's progress during each phase. The CM will be required to treat the Emergency Power Phase II Project as a separate project. The CM will research and prepare draft submittals for the University and the A/E’s in connection with the University's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project. The CM is to maintain the University's records to facilitate document storage and retrieval. See C.3., C.4., and C.5., **Document Review, Procurement, and Construction Phase Services** for specific documents, files, logs, etc.

**C.2.3.2.** **Progress Reports.** The CM shall prepare biweekly reports for the University to document Project actions and to keep the University's managers apprised of progress. The reports shall cover all relevant topics, including schedule, budget, submittals, change orders, clarifications, meetings, and other topics conducive to the success of the Project. The CM shall maintain frequent contact by telephone, site visits, meetings, email, etc., with all parties involved with the Project and submit prepared progress reports to the DIR. The CM shall submit separate progress reports for the Emergency Power Phase II Project. See C.3., C.4., and C.5., **Document Review, Procurement, and Construction Phase Services** for specific contents and frequency of reports.

**C.2.4.** **Master Project Schedule.** Within 14 days after the University issues the Notice of Intent to Award the Contract, the CM will submit to the DIR a system to plan for and report on the status of the three major components of the Project. The system shall include computer-generated milestones and an initial master Critical Path Method (CPM) milestone schedule of the appropriate activities to successfully complete the Project (or as otherwise agreed by the University and CM). The CM shall update the master CPM schedule at least monthly, or as required by the DIR, and submit the updated schedule to the DIR not later than the 5th working day of each month. The CM shall coordinate and integrate the CM, University, and A/E’s responsibilities in the schedule and highlight critical and long-lead-time items. See C.3., C.4., and C.5., **Document Review, Procurement, and Construction Phase Services** for specific scheduling requirements.

**C.2.5.** **Budget Control.** The University's DIR has overall responsibility for monitoring the Project budget. A separate budget must be maintained for the Emergency Power Phase II Project. The CM provides all required support for the SPM in monitoring the budget by maintaining budget records and reporting on the status of the budget in the CM's monthly progress reports. The monthly reports include construction costs and related administrative costs in a format that includes actual obligations and projected obligations against available funds. The DIR will approve the specific content and format for budget reporting for each component of the Project. The CM will monitor the status of the budget continuously, advising the DIR of all potential savings and/or shortfalls.

**C.2.6.** **Meetings.** The CM will schedule and conduct meetings as necessary for the successful completion of the Project and as directed by the DIR. In conjunction with meetings, the CM will schedule and arrange for meeting places; provide advance notice of meetings to attendees; prepare and distribute agenda to all attendees before meetings; and chair meetings, addressing all old and new business, recording minutes, and controlling discussions to focus on results and the resolution of problems. See specific meeting and conference requirements under C.3., C.4., and C.5., **Document Review, Procurement, and Construction Phase Services**.

**C.2.7.** **Office Facilities.** The CM will utilize the current office spaces they are using for the Hospital Bed Expansion project for the execution of CM functions on this project. The CM firm’s project manager (CEX, CM SPM, or QCS) for this project must have the same access to resources as the project managers for the HBE. The University CAM and SPM will have the same access to conference facilities and coordination space for this project as they do for the HBE project. Facilities can be shared with these other projects, but this project must have equal access.

**C.2.8.** **Travel.** The CM shall include in the lump sum Contract price all travel necessary to perform services described in the Contract and relocation costs. If circumstances require CM personnel to travel during performance of the Contract for reasons that no one could anticipate before award or to satisfy unforeseen Project requirements, then the DIR must authorize such travel in advance or the University will not reimburse the CM. The University and the CM will negotiate a lump sum for such travel. Allowable travel amounts shall not exceed the allowable per diem rates for mileage, meals, and lodging in the travel policy of the Commonwealth of Virginia that is in effect at the time the University awards the Contract, or as may be amended later.

**C.2.9.** **Relationship With Other Contractors.**

**C.2.9.1.** **Architect/Engineers (A/E’s).** The CM shall not construe anything in the Contract to mean that the CM assumes any of the contractual responsibilities or duties of the A/E’s. The A/E’s are solely responsible for the Project design and shall perform all design and contract administration related services according to their contracts with the University.

**C.2.9.2.** **Construction Trade Contractors.** The CM shall not construe anything in the Contract to mean that the CM assumes any of the contractual responsibilities or duties of the Construction Trade Contractors. Each Construction Trade Contractor is responsible for construction means, methods, sequence of its own work, and procedures used in the construction of the Project, and for related performance in accordance with its contract with the University. The CM is responsible for integrating the sequencing and scheduling of all separate Trade Contracts and notifying the DIR of any problems that have the potential for jeopardizing the Project goals relating to safety, schedule, cost, quality, or scope. Lee Street is the major access to this project. A major task for the CM will be coordinating Construction Trade Contractor needs for deliveries, lifting, etc. while maintaining access for patient/staff traffic and emergency vehicles.

**C.2.9.3.** **Partnering** (Option). The CM's staff shall participate in partnering sessions as part of the Basic Services fee. If the Partnering option is selected, the CM, or a consultant procured by the CM, after consultation with the University and the A/E’s, will schedule, coordinate, and lead the sessions. Partnering will include a preconstruction workshop attended by key personnel from the University, A/E’s, CM, trade contractors, and vendors. The workshop will include the discussion of mutual objectives, guidelines, and goals to include the areas of safety, quality, schedules, budgets, value management, litigation, cost, minimization of paperwork, change orders, contracts, payment, coordination, and dispute resolution. The proposed facilitator will keep the participants focused on the goals; organize agendas; provide advice on the processes and strategic planning; and facilitate problem solving. Partnering efforts will define issue resolution processes. The CM will conduct follow-up evaluation sessions at least twice during the construction phase based on the major items identified.

**C.2.10.**  **Limitations on Authority.** The University reserves for itself certain duties and authority, and the CM shall not perform them. The CM shall provide recommendations on the following items on its own initiative for University approval and authorization:

* Deviations from the Construction Contract Documents.
* Substitutions of materials or equipment.
* Rejection of Trade work - the CM can reject Trade work but the University reserves the right to overrule the CM's rejection.
* Requirement of special inspection or testing.
* Issuance of Stop Work Order or any portion thereof to the A/E’s or Construction Trade Contractors, except for life threatening situations.
* Granting of time extensions.
* Obligation of expenditure of University funds.
* Modification or termination of A/E or Construction Trade Contracts.
* Execution of change orders.
* Initiation of any action unilaterally which will create a financial obligation, time delay or extension, or reduce the Project quality, without University approval.

**C.2.11.** **Disposition of Materials.** Upon termination or completion of all work under the Contract, the CM shall dispose of all materials produced during the performance of the Contract as directed by the DIR, or as specified in other provisions of the Contract. All materials produced, or required to be delivered under the Contract become and remain the property of the University at the time of their creation or delivery.

**C.2.12. Additional Services.** The University may issue individual change orders for Additional Services as required. Such change orders will specify work for the CM to perform and the University and CM will agree to a total price. The CM will price each change order and provide a time of performance determination for University review and approval. The CM shall perform the Additional Services upon the direction of the DIR by change order. The terms and conditions of the CM Contract apply to Additional Services performed. The services that may be provided on an Additional Service basis are listed below:

- Claims processing, except CM errors and omissions (See C.5.15.2.)

- Site surveys

- Special studies

- Expert testimony on behalf of the University

- Tenant relocation services

- Additional services resulting from expansion of the Project scope

**C.3. DOCUMENT REVIEW PHASE SERVICES.**

**C.3.1 CM Responsibilities.** Most standard Document Review Phase CM Services will not be required. The following will be the specific requirements during the Document Review Phase.

**C.3.2 Monitoring A/E Progress.** This will not be required in this project.

**C.3.3 Document Review.** Design drawing review will not be required in this project.

**C.3.4** **Cost Estimate Review.** The A/E’s will prepare a Construction Cost Estimate as required by contract. The estimates will follow the formats and procedures prescribed in the HECOM, Sections 8.4, 8.7.2, 8.8.3, and Appendix "E", Cost Estimates. The A/E’s have a contractual obligation to design the Project within the budget. The CM will also review, analyze, and assess the estimates provided by the A/E and by the University contracted estimating firm, and reconcile conflicts between these two estimates. The CM's cost review shall ensure that:

- Unit costs are reasonable

- Quantity takeoffs are accurate

- All design elements are included

- Level of detail is appropriate to construction document stage

- Formats are correct

- Cost escalation factors are properly applied

- Balance of costs among building systems are acceptable

- Up-to-date scope modifications are reflected

- Overall construction costs are within the construction budget limitation

If it appears that the construction cost estimate may exceed the latest approved construction budget the CM will make recommendations for corrective action to the SPM(s).

**C.3.5.** **Schedule Control.** There is no requirement for schedule control by the CM during the Document Review Phase.

**C.3.6. Record Keeping.** There is no requirement for the CM to keep records for the benefit of the University during the Document Review Phase.

**C.3.7.** **Progress Reports.** There is no requirement for the CM to complete or issue progress reports during the Document Review Phase.

**C.3.8.** **Problem/Dispute Resolution.** The CM will resolve problems and disputes for the University during the Document Review Phase. The CM will make recommendations to the SPM(s) on how to correct problems concerning constructability, cost estimates, and other administrative or technical matters, and will advise the SPM(s) and A/E in writing of any errors or omissions found. The A/E’s and CM should usually resolve routine document problems and issues directly. The CM will advise the SPM(s) immediately of any problem, particularly problems that have the potential for jeopardizing the Project goals relating to schedule, cost, quality, or scope.

**C.3.9.** **Value Management.** The CM will be asked to participate in and/or support the value management (VM) workshops for the Hospital Bed Expansion and the Lee Street Plaza. These workshops are typically held for two days at the schematic design phase, and for one day at the Preliminary Design Phase. As the Emily Couric Clinical Cancer Center is in Contract Document Phase, no VM workshop is required. The Office of the Architect for the University, in conjunction with the SPM, plans to conduct the workshops utilizing a Core Team, a Peer Review Team, and invited guests. The team members will be familiar with project development, design development, and cost estimating processes. The team members will also have an understanding of the scope of the Project and the University’s Project goals. The team members will participate actively in and make contributions to the VM exercises. The Core Team members may include the workshop facilitator, ASBO, construction professionals, the A/E project team, and the project cost estimator. The Peer Review Team includes an independent A/E team. Invited guests include project stakeholders with expertise in various program areas. The facilitator, an experienced value management specialist, will document the discussion. Following the VM workshops the CM will evaluate VM proposals that emerge from the exercises and make recommendations to the UARCH and DIR. The UARCH and DIR will decide which proposals to accept. The CM will coordinate with the A/E’s to implement accepted proposals. The VM requirements are defined in the HECOM, Section 8.14.

**C.3.10.** **LEED** / **Environmental Goals and Implementation.** This project will not attempt to achieve a LEED certification. This however does not negate the University’s commitment to being environmentally responsible. Efforts should be made to reduce the environmental impact of this project. The CM firm will take a lead role in working with the Trade Contractors to find ways to reduce material waste, recycle or reuse as much of the demolition material as feasibly possible, and to use environmentally responsible new materials. The CM firm will also be responsible for working with the CAM and the University’s Department of Environmental Health and Safety to get DCR’s approval of the generator submittal.

**C.3.11.** **Construction Trade Packages and Contracts.** The CM shall develop recommendations and information for any procurement packages for the Trade Contracts including: **1)** RFP’s; 2**)** possible direct purchase of major items; 3**)** assignment of responsibilities for common and/or temporary use General Conditions Items; and 4**)** allocation of responsibilities for safety issues. The CM shall verify that the University approved requirements and responsibilities are included in the Construction Documents. The CM, subject to the University's approval, shall develop as part of the Trade Contract Procurement Documents, trade specific RFP’s, Proposal Forms, Special Conditions defining the scope of Trade Contractor responsibilities, and Additive Proposal Items. The General Conditions of the Construction Management Contract, HECO-7CM (latest edition available at contract award date), attached to the CM Contract, shall establish the respective roles, responsibilities, and authority of the CM, University, A/E’s, and Trade Contractors, and the CM's authority to schedule and sequence the work. See Attachment L.4., **Project Procedure Manual**.

**C.3.12.** **Building Commissioning.** A Commissioning Agent, under contract to the University, will be assigned to the project, but will have no authority to direct the A/E, CM, or Trade Contractors. The CM shall work with the University’s Commissioning Agent to coordinate and implement a systematic process to ensure that the mechanical, electrical, and plumbing (MEP) and all other systems are fully functional and perform in accordance with the design intent and the University’s operational needs. Further, the CM shall ensure that the Health System Physical Plant (HSPP) personnel are fully trained in the operation and maintenance of these systems. During design the CM will ensure that the University and Trade Contractors properly understand A/E design parameters and performance expectations. The CM will ensure that the trade contract documents clearly indicate system testing and commissioning requirements placed upon the Trade Contractors, and provide single-line diagrams and sequences of operations as required.

**C.3.13.** **Services Covered in Lump Sum Price**. The list of services described in C.3., **Document Review Phase Services**, is not a complete list of the Basic Services the University will require the CM to perform during the Document Review Phase. During the Document Review Phase, the CM will also perform other various tasks for the University that shall be considered Basic Services. The CM is responsible for performing all services required by the University, at the Lump Sum Contract Price, to achieve its Project goals, including, but not limited to, the services described in this C.3., **Document Review Phase Services** and C.2., **Standard CM Services;** provided however Additional Services shall be governed by C.2.12.

**C.4. PROCUREMENT PHASE SERVICES**. Following completion of the construction documents by the A/E’s, the CFO is responsible for ensuring that the CM administers the procurement of the construction, through the University, in accordance with the University Procurement Rules, and standard HECOM requirements, based on the approved procurement documents. The University will hold the majority of Construction Trade, equipment, and material contracts directly. The CM will provide the services described here including, but not limited to, the following:

**C.4.1. Procurement Schedule.** No procurement phase schedule will be required of the CM for this project.

**C.4.2.** **Long Lead Items.** The CM will identify, expedite, and coordinate with all contractors and/or suppliers the ordering and delivery of any materials requiring a long lead time to review technical and aesthetic criteria. The CM may be required to coordinate with the Lee Street or Hospital Bed Expansion Project in order to create change orders on those projects for the purpose of ordering and/or installing long lead time items that are part of this project but that, if not ordered ahead of time, would delay those projects. Long lead items are defined as items that shall need any lead time in excess of three months and/or any lead time which may affect the orderly and timely completion of this Project, any component thereof, or the Lee Street or Hospital Bed Expansion Projects.

**C.4.3.** **Prequalification.** The contractors will be shortlisted from the already pre-qualified list of electrical Trade Contractors for the Lee Street Project.

**C.4.4. Marketing.** There is no marketing requirement since the University is using the referenced short list,.

**C.4.5.** **Pre-Proposal Conference**. The CM shall assist the SPM(s) as instructed in conducting Pre-Proposal Conference(s) for the benefit of potential Construction Trade Contractors. The CM shall schedule the meeting(s), publicize the meeting(s), prepare agenda, record minutes, assist the University and A/E’s with follow-up actions such as preparing draft responses to questions and draft RFP addenda/amendments, and provide logistical or other administrative support.

**C.4.6. Site Visits**. The CM shall assist the SPM(s) in conducting site visit(s) for the benefit of potential Construction Trade Contractors. The CM will be responsible for scheduling and/or publicizing the visit(s), recording questions and answers, assisting the University and A/E’s with follow-up actions such as preparing draft responses to questions, and for providing logistical or other administrative support.

**C.4.7.** **Addenda (IFB’s)/Amendments (RFP’s)**. The A/E’s will prepare procurement package addenda/amendments, with the assistance of the CM and University, for the Construction Trade Contractors. The CM will coordinate activities with the A/E’s to get the addenda/amendments drafted, approved by the SPM(s), and distributed. The CM will issue/mail all addenda/amendments with the University’s approval. If an addendum/amendment involves technical changes to the specifications or drawings, the CM will expeditiously review the A/E's work for constructability, review cost/pricing impacts, and assess schedule impacts.

**C.4.8.** **Offer Evaluation**. The CM will prepare technical analyses of proposals, compare and evaluate proposals, and make recommendations to the SPM(s) regarding award of the equipment and material contracts, Construction Trade Contracts, and any additive bid items. The CM will then attend the interview session, taking minutes and providing input to the scoring of the firms.

C**.4.9. Negotiation.** The CM will provide all support and participate in equipment, material, and Construction Trade Contractor negotiations, if required by the DIR, before finalizing the corresponding contract(s).

**C.4.10.** **Notice(s) of RFP’s.** The University will issue all RFP’s.

**C.4.11.** **Distributing Information.** The University will distribute all information to potential Trade Contractors.

**C.4.12.** **Record Keeping.** The CM will maintain at the job site, on a current basis, one record copy of all contract documents and records, including copies of all correspondence, submittals, progress reports, and related documentation throughout the duration of procurement. See C.3.6., **Record Keeping** for additional requirements, especially the need to maintain separate records for the Emergency Power Phase II Project. The CM will logically organize, index, and maintain the hard copy paper and computer records files according to a filing system provided by or agreeable to the DIR. The records will be current, organized, and maintained so they are easily retrievable and accessible to the A/E’s and the University. Examples of documents and files to be maintained are:

- Correspondence (including email)

- Annotated submittals

- Minutes from Pre-bid/Pre-proposal meetings

- Approved payment vouchers

- Documentation of all clarifications and decisions

- Progress reports

- CM's monthly status reports

- Construction Trade, material, and equipment contracts/purchase orders

- Construction drawings and specifications updated on a current basis to record changes and selections made

- Addenda/Amendments

- Permits, certificates, and governmental approvals

- Phone logs and memos

- Expense records

- Notice(s) of RFP’s/IFB’s

- Records of bid openings

- Records of proposal negotiations

- Notices of Intent to Award

- Contract Awards

- Contract required bonds

**C.4.13.** **Services Covered in Lump Sum Price**. The list of services described in C.4., **Procurement Phase Services**, is not a complete list of the Basic Services the University will require the CM to perform during the Procurement Phase. During the Procurement Phase, the CM will also perform other various tasks for the University that shall be considered Basic Services. The CM is responsible for performing all services required by the University, at the Lump Sum Contract Price, to achieve its Project goals, including, but not limited to, the services described in this C.4., **Procurement Phase Services** and C.2., **Standard CM Services;** provided however Additional Services shall be governed by C.2.12.

**C.5. CONSTRUCTION PHASE SERVICES**.

**C.5.1.** **General CM Services**. The performance period for the CM's Construction Phase Services extends beyond the date of construction completion. See F.2., **Period of Performance**. The CM shall coordinate, superintend, and manage the work to be performed by all of the Construction Trade Contractors through Project completion and final acceptance, including punch-list work. The CM shall be responsible for keeping the Project on schedule, and ensuring that the Trade Contractors furnish materials and perform work according to the Trade Contracts and Construction Documents.

The CM's coordination and inspection shall in no way supersede or diminish: **1)** the Trade Contractors' obligation to complete the work in conformance with all Trade Contract and Construction Document requirements; **2)** the Trade Contractors' obligation to provide fully-qualified superintendents to direct the trade work forces and to employ adequate and safe means and methods for accomplishing the work; and **3)** the inspection responsibilities of the A/E’s, or the A/E's aesthetic or engineering judgment, for materials, systems, and methods.

The CM shall have the authority to require the prompt execution of the work and to give instructions to require corrective work, whenever such action may be necessary in its opinion to ensure the proper execution of the Contract Documents and/or to protect the interests of the University. The CM shall determine the amount, quality, acceptability, fitness, and progress of the work covered by the Contract Documents, except as otherwise provided herein. The CM shall inform the SPM(s) and the A/E’s of any actions taken in this regard. The University will not routinely require prior approval of these actions, but reserves the right of review and approval at the discretion of the DIR. See C.2.10., **Limitations on Authority**.

The following is a partial list of contract administration activities that the CM shall perform in cooperation with the A/E’s for all Construction Trade Contracts:

- Keeping records

- Reporting progress

- Controlling schedules

- Conducting meetings

- Processing submittals

- Processing progress payments

- Monitoring safety

- Inspecting

- Updating Master Project Schedule

- Monitoring testing

- Responding to requests for information (RFI's)

- Processing contract change orders

- Claims prevention

- Performing photographic services

- Performing other services

**C.5.2.** **Record Keeping**. The CM will maintain at the job site, on a current basis, one record copy of all contract documents and records, including copies of all correspondence, emails, submittals, progress reports, inspection reports, and related documentation throughout the duration of construction. See C.3.6., **Record Keeping** for additional requirements, especially the need to maintain separate records for the Emergency Power Phase II Project. The CM will logically organize, index, and maintain the hard copy paper and computer record files according to a filing system provided by or agreeable to the SPM(s). The records will be current, organized, and maintained so they are easily retrievable and accessible to the A/E’s and the University. The CM will turn these documents and files over to the University for record purposes as a condition precedent to close out of the CM Contract. Examples of documents and files to be maintained are:

* Correspondence (including email)
* Annotated submittals, including approved shop drawings, product data, and samples
* Formal and pending contract change orders and directives with documentation
* Value Management change proposals
* Claims and supporting documentation
* Minutes from progress meetings
* Approved payment vouchers
* Documentation of all clarifications and decisions
* Inspection and progress reports
* CM's monthly status reports
* Construction Trade, material, and equipment contracts/purchase orders
* Construction drawings and specifications updated on a current basis to record changes and selections made
* Addenda/Amendments
* Permits, certificates, and governmental approvals
* Phone logs and memos
* Expense records
* Warranties and guarantees
* Project photographs and video

The CM shall also maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations certified by a licensed surveyor or engineer hired by the University. The CM will review any surveys and make recommendations to the University for approval or rejection.

**C.5.3.** **Progress Reporting**. The CM shall keep accurate and detailed written records of Project progress during all stages of construction for each of the two components. The CM will prepare progress reports in the format and frequency required by the University, which shall include information on each Trade Contractor and its trade work, as well as the entire Project. The DIR will provide or approve formats for periodic status reports, including daily diaries, weekly reports, monthly status reports, etc. The CM will maintain a detailed daily diary of all events that occur at each job site or elsewhere, which affect, or may be expected to affect, Project quality, scope, or progress. The CM's daily diary shall contain at a minimum a record of the weather, each Trade Contractor's work on each site, number of workers, identification of equipment and deliveries, work accomplished, problems encountered, and other similar relevant data as the DIR may require. The CM will submit weekly reports to the SPM(s) and A/E’s on the status of construction, including updated copies of all logs maintained at the site for change orders, claims, submittals, RFI’s, etc. The CM will submit monthly reports by the 5th working day of each month in 8 1/2" x 11" format including the following information:

* Update of the master Project schedule with analysis
* Percentage of construction in place, planned and actual, for each Trade Contractor on each component.
* Summary Budget Status
* Inspection report, list of inspections that the Contract Documents require, and deficiencies, delays, and omissions
* Summary of outstanding and potential problems and issues, including notices of intent to file claims
* Summary of issues resolved, decisions reached, clarifications, instruction, etc.
* Summary report on submittals
* Progress Photos
* Minutes from meetings held during the month

The SPM(s) will identify other required reports such as on-site logs and will furnish or approve formats. Progress reports will always be available to the DIR and A/E’s, and the CM shall turn them over to the DIR upon request and at completion of the Contract.

**C.5.4.** **Schedule Control**. The CM will provide administrative, management, and related services to coordinate scheduled activities and responsibilities of the Trade Contractors with each other, and with those of the CM, the University, and the A/E’s, to manage the Project according to the latest approved master schedule.

The Trade Contracts will require the Construction Trade Contractors to furnish the University a detailed schedule after construction award. The University will require the CM to review the Trade Contractors' schedule and recommend approval, rejection, or revision to the University, along with supporting rationale. Each Trade Contractor's schedule shall contain major contract milestones including dates for critical submittals, major equipment deliveries, major tests and inspections, and performance of work by special subcontractors or trades. The CM shall recommend, and the SPM(s) will approve, which schedules shall be cost-loaded by the Construction Trade Contractors' as the basis for making progress payments. The CM will review each Trade Contractor's schedule to ensure that the activities are comprehensive, that work flow is logical, that the schedule conforms to the master schedule and is not front-end loaded, and (if applicable) that the activities have reasonable prices. After the CM's review the DIR will approve the schedule, but this approval does not relieve the CM of the duty to ensure each Trade Contractors' conformance with the above items.

Once each Trade Contractors' schedule is approved by the SPM(s), the CM shall incorporate each schedule into the master Project schedule. The CM will incorporate items to include activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and sample submittals, and procurement and delivery of products requiring long lead times.

The CM shall coordinate the sequence of construction and assignment of space in areas where the Trade Contractors are performing and will perform work. The CM's coordination and assignments will be consistent with the various Trade Contract Documents and information provided by the Trade Contractors.

The CM will also receive and review each Trade Contractor's periodic updates as submitted with each request for payment, recommend appropriate action to the DIR, and update the master Project schedule. See C.5.8, **Progress and Final Payments**.

The master Project schedule shall also include the University's occupancy requirements and show which portions of the Project have occupancy priority. The schedule shall incorporate time for Hospital Clinical Engineering and Environmental Services to prepare the patient areas for occupancy.

The CM will continuously monitor actual progress against the master schedule and identify any delays or potential delays. If the CM encounters or anticipates delays, it will recommend enforcement actions to the SPM(s) to mitigate the delays and implement remedial follow-up enforcement actions with SPM(s) approval.

**C.5.5. Monitor Construction Budget.** See C.2.5, **Budget Control** and C.5.3, **Progress Reporting** and its requirement for a Summary Budget Status. Also see C.3.4., **Cost Estimate Review**. The CM shall update the expenditure forecast schedule (Project cash flow) for each component, developed in the Document Review Phase, based on actual and projected expenditures. If it appears that the construction costs may exceed the latest approved Project budget the CM will make recommendations to the DIR for corrective action. The CM shall maintain accounting records on authorized work performed under Unit Costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records. As with all documentation it is critical that separate records be kept for the Emergency Power Phase II Project.

**C.5.6. Meetings**. The CM will conduct the Preconstruction Conference(s). The CM will coordinate, schedule, and conduct: **1)** bi-weekly progress meetings; **2)** other meetings that the SPM(s) deems necessary to discuss such matters as procedures and scheduling; and **3)** meetings as requested by the SPM(s). The CM shall prepare and promptly distribute minutes for each meeting to the University, A/E’s, and Trade Contractors. See C.2.6., **Meetings**.

**C.5.6.1.** **Preconstruction Conference(s)**. The CM will coordinate, schedule, and conduct the Preconstruction Conference(s). The CM will chair the Conference(s). Normally the following will attend:

* Health System Facilities Planning and Capital Development representative(s)
* Health System Physical Plant representative(s) (HSPP)
* Health System Security / University Police representative
* Health System Infection Control representative
* Health System Clinical Engineering representative
* DIR, SPM, and/or CAM
* CEX, CM SPM, CM PM and/or QCS (mandatory attendance)
* A/E representative(s)
* Construction Trade Contractors principals and/or superintendents (mandatory attendance)
* Subcontractor representatives (mandatory attendance)
* University's Environmental Health and Safety representative (EH&S)

A typical agenda for a Preconstruction Conference is as follows:

* Introductions of key personnel, roles and responsibilities
* Partnering
* Project Components overview
* Site and University logistics
* Project schedule, CPM, delays, time extensions, if any
* Site safety / Infection Control measures
* Submittals
* Progress payments and cost breakdown
* Questions and answers

**C.5.6.2. Progress Meetings.** The CM will conduct and chair weekly progress meetings held at or near the construction site. Normally the following will attend the progress meetings:

* Health System Facilities Planning & Capital Development representative(s)
* Health System Physical Plant representative(s) (HSPP)
* DIR, SPM, and/or CAM
* CEX, CM SPM, CM PM, and/or QCS (mandatory attendance)
* A/E representative (minimum of bi-monthly, more often if required)
* Construction Trade Contractor superintendent(s) (if appropriate)
* Subcontractor representatives (if appropriate)
* Facilities Management Manager, Director, and/or CFO (if they wish to attend or are invited)

A typical agenda for the progress meetings is as follows:

- CPM or schedule update

- Old Business (CM lists on the agenda issues, problems, and questions from prior progress meeting that remain unresolved. Issues that get resolved during the meeting are dropped, unresolved issues are assigned for handling/recommendations and are carried over to the next meeting.)

- New Business

**C.5.7.** **Submittals**. The CM shall specify the submittals required from each Construction Trade Contractor (e.g., subcontractors, material suppliers, shop drawings, samples, certificates, catalog product data, test reports, warranties, and operating manuals) in the Construction Trade Contracts that they prepare for the University.

**C.5.7.1.** **Submittal Processing**. The CM will develop a complete list of submittals from the Construction Contract and Trade Contract Documents for monitoring purposes. The CM, in collaboration with the A/E’s, will establish a submittal control system for processing all construction submittals for each project component. The CM's submittal control process will include target time periods for delivery, review, and return according to the review periods specified in the Construction Trade Contracts. The submittal control process will include initial delivery and distribution, logging, review, mark-up, CM and A/E approval/rejection, return distribution, resubmittal processing, and tracking/monitoring. The CM shall review all submittals, coordinate with information contained in related documents, and transmit to the A/E submittals approved by the CM. The A/E will review submittals and recommend to the DIR approval, approval as noted, or rejection. The CM will review the subcontractor, trade specialist, and material and equipment supplier, qualifications and references and advise the University on the acceptability of the firms or individuals. See C.4.3., **Prequalification.**

**C.5.7.2.** **Submittal Processing Time**. The CM, in collaboration with the A/E’s, is responsible for facilitating the review and approval of submittals to keep processing times to the minimum. The CM's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the University and Trade Contractors. The terms of the Construction Trade Contracts will require the Construction Trade Contractors to prepare complete submittals in time to support corresponding construction activities, and allow sufficient time for CM, A/E, and University review. If the CM encounters or anticipates delays in the receipt or processing of submittals, it will review the cause of the delay(s), provide written recommendations to the SPM(s) for mitigating the delays, and implement the actions that the SPM(s) approves.

**C.5.8.** **Progress and Final Payments**. The CM will develop and implement procedures for the CM to review and approve the Trade Contractors' payment invoices, and recommend University payments. The CM will reach agreement with the Trade Contractors on any disputed items. If the CM cannot reach agreement the Trade Contractor(s) can use the University dispute resolution procedure for construction contracts. The CM will certify the monthly invoices for payment for the approval of the DIR for the recommended payment amount, based on the CM's observations, records, and evaluations of each Trade Contractors' application for payment as being in compliance with the Trade Contract. The CM shall obtain the A/E's approval of each Construction Trade Contractor's final Application for Payment, upon the Trade Contractor's compliance with the requirements of the Contract Documents. The CM shall assist the University in making payments according to the Prompt Payment Provisions of the University Procurement Rules.

**C.5.9.** **Safety**. The CM is responsible for ensuring the Construction Trade Contractors meet their responsibilities for safety at the construction site. The Construction Trade Contractors are responsible for preparation of individual safety plans and for carrying out the safety plans. The University's Office of Environmental Health and Safety (EH&S) is responsible for the approval of any safety and environmental program for the University including fire safety and blasting. The CM shall review, approve, and coordinate the safety programs developed by each of the Trade Contractors with those of other Trade Contractors. Throughout construction the CM shall monitor each Trade Contractor's safety program for conformance to the safety plans and applicable laws and regulations. The CM shall consider safety a key element of daily inspections. If the CM observes a safety condition that appears life-threatening, the CM shall immediately suspend the work and advise the DIR or other University officials. The University requires the CM to cooperate with officials of other agencies that the Federal and/or State Governments vest with authority to enforce requirements of the Occupational Safety and Health Act. If required, the CM will prepare accident and fire reports for the University.

**C.5.10. Infection Control.** The CM is responsible for ensuring the Construction Trade Contractors meet the requirements for dust and infection control measures within the patient care areas. The Construction Trade Contractors are responsible for all dust control measures as outlined in UVA’s Standard Specification Division 1, Section 01502, Dust Control, herein provided as Attachment L.12.

**C.5.11.** **Inspection**. The CM shall have the overall responsibility for scheduling, coordinating, and inspecting all the Construction Trade Contractors' workmanship, materials, and equipment to ensure conformity with requirements of the Construction Trade Contract Documents (including the contract drawings and specifications, subsequent contract change orders, and approved submittals). The CM shall also assist with the procurement of any specialized inspections to be paid for directly by the University, to include, but not be limited to:

* A consultant selected by the DIR, from existing University term contracts will perform the roof inspections
* The structural engineer of record, with assistance from the TET(s), will perform and monitor the structural "special inspections"
* University personnel will perform the "code inspections"

The CM's QCS will make quality determinations based on the records and inspections, to protect the University against defects, deficiencies, omissions, and delays. The CM will promptly report to the Construction Trade Contractor(s), in writing, observed variances from the Contract requirements and send a copy to the SPM(s) and A/E. The CM will advise the SPM(s) and A/E if the Construction Trade Contractor(s) fail(s) to promptly remove, correct, or replace construction work the CM and/or A/E have rejected, and the CM will recommend subsequent courses of action. As appropriate, the CM shall have authority, upon written authorization from the University, to require additional inspection or testing of the work according to the provisions of the Contract Documents, whether or not the work is fabricated, installed, or completed. Throughout construction the CM will maintain an up-to-date list of defects, deficiencies, delays, and omissions which shall include all information related thereto, including corrective actions taken. The CM will prepare and maintain inspection reports according to the HECOM's inspection and acceptance requirements. HECOM Chapter 10, Construction Procurement and Administration, further clarifies responsibilities for inspections.

**C.5.11.1.** **Substantial Completion Inspection.** The CM shall assist the A/E’s in conducting inspections when the CM considers each Trade Contractor's work, or a designated portion thereof, substantially complete. The CM, working with the Trade Contractors, will prepare for the A/E’s a list of the incomplete or unsatisfactory items, and a schedule for the completion of the items. The CM will monitor and coordinate the correction and completion of the work. If a Trade Contractor disputes the CM's or A/E's position, the CM shall assist the University with the dispute resolution process. These inspections will be conducted for each unique component of the project.

**C.5.11.2.** **Final Punchlist Inspection.** Following issuance of a Certificate of Substantial Completion of the work, or a designated portion thereof, the CM shall evaluate the completion of each Trade Contractor's work and make recommendations to the A/E’s as to when the CM believes the work is ready for final inspection. The A/E’s and University Building Official (UBO) review team will participate in the final inspection(s) and acceptance, with assistance from the CM.

**C.5.11.3.** **Warranty Inspection.** The CM shall administer the correction of all warranty claims that originate during the period of the Contract and assist the University in the resolution of all claims during the full warranty period. The CM shall participate in a warranty inspection with the University and A/E’s approximately 9 months into the 1 year warranty period and make recommendations to the University concerning which Trade Contractor(s) is responsible for repairs, replacements, and/or corrective work. This inspection will ensure that operational standards are met for all MEP systems. See C.3.12. **Building Commissioning** for system examples.

**C.5.12.** **Monitor Testing.** Under direct contract to the University, the independent certified TET's will be responsible for conducting the required verification tests, retaining all samples, and for submitting test results to the University, A/E’s, and CM. The CM will review the Construction Trade Contracts, identify all tests required by the Contract Documents to be performed by the TET's, and prepare a complete testing schedule. The CM's responsibilities with regard to testing shall include:

* Verifying that tests are conducted as scheduled
* Witnessing tests selected by the CM, A/E’s, and SPM(s)
* Reviewing test and retesting results and documenting compliance with Contract Documents
* Retaining test and retesting records
* Summarizing significant test results in progress reports
* Notifying the University immediately of test failures and, with A/E’s, planning corrective actions
* Overseeing corrective actions and retesting

**C.5.13.** **Requests for Information.** The CM shall coordinate and track responses from the CM, A/E’s, and University to the Construction Trade Contractors' requests for information for each unique component of the project. The CM will consult with the A/E’s on technical matters, including requests for interpretations of the meaning and intent of the drawings and specifications, or with the University on administrative matters. The CM will resolve questions and prepare responses for the signature of the SPM(s). The CM is responsible for facilitating information requests to keep response times to a minimum. The CM will maintain copies of the final answers to information requests as part of the Project records. See C.5.2., **Record Keeping**.

**C.5.14.** **Contract Change Orders.** The CM shall administer change orders to the Construction Trade Contracts for the University. The CM shall have no authority to take actions that commit additional University funds and shall avoid actions that the Trade Contractors could interpret as authorizing change orders to the Trade Contracts. The CM will develop a standard procedure for working with the Construction Trade Contractors, the A/E’s, and the University in processing change orders. The CM will perform the steps in the change order/directive process listed below:

* Determine the need for change order, with the A/E's assistance
* Verify that the change order is within the scope of the trade contract, and that the work is not covered by the Contract Documents
* Define the scope of the change, with the A/E's assistance
* Prepare independent cost estimate prior to receipt of trade contractor's price proposal
* Evaluate the A/E estimate review
* Prepare the request for a Trade Contractor's cost proposal
* Evaluate the Trade Contractor's proposal and submitting recommendations to A/E and University
* Prepare a price analysis or a technical analysis
* Initiate a request for a University audit if appropriate
* Estimate time impacts for that trade and the overall Project
* Obtain A/E technical design input
* Negotiate with the Trade Contractors, with A/E and University assistance and approval
* Prepare a price negotiation memorandum
* Prepare and process the change order for final approval by the University (and State if applicable) and final documentation

For change orders where the sum of the absolute value of adds and deducts exceeds $250,000, the CM shall prepare a "Board on Changes" Report and, if necessary, conduct a "Board on Changes" meeting. If appropriate, or as requested by the DIR, the CM will use CPM scheduling techniques to evaluate the impacts of change orders on the schedule of the unique components of the Project. The CM will maintain, for the University, complete files of contract change orders (requested/proposed and final) and reflect all potential change order costs in monthly status report for the Emily Couric Clinical Cancer Center, the Hospital Bed Expansion, and the Lee Street Plaza.

**C.5.14.1.** **Construction Change Directives.** A Construction Change Directive incorporates A/E changes to the Construction Documents that the University believes do not have a cost impact. The CM will perform the appropriate steps listed in C.5.14, **Contract Change Orders**, to process the directives.

**C.5.14.2.** **Value Management Change Proposals.** The CM shall process value management change proposals (VMCP's) submitted by a Construction Trade Contractor in a manner similar to other contract change orders; however, the University and the Construction Trade Contractor will share in the cost savings (the ratio of savings to the University and the Trade Contractor shall be established by the University with guidance from CM). The CM shall expeditiously review VMCP's submitted by a Construction Trade Contractor, after reviewing the technical and aesthetic impacts, and compliance with the design intent with the A/E’s, and recommend acceptance or rejection to the SPM(s) within 14 days of submittal to the CM. The CM shall administer VMCP's. The University will make final determinations on acceptance or rejection of VMCP's.

**C.5.14.3.** **University Directed Change Orders.** The CM will issue University Directed change orders when the University determines that immediate University direction to the Trade Contractor will avoid a delay in the unique components of the project. The Trade Contractors may be directed by the University to proceed using one of the methods described in the Commonwealth of Virginia General Conditions of the Construction Management Contract. The CM will monitor the Construction Trade Contractor's performance and keep detailed records of all equipment, material, and labor utilized, the impact on unchanged work, and all other data or information pertinent to a determination of the amount of equitable adjustment of contract price and time of performance. The CM shall process and administer University Directed Change Orders, with the assistance of the A/E, facilitating the earliest practical resolution of a firm fixed price.

**C.5.15. Claims.**

**C.5.15.1. Claims Prevention.** The CM shall respond promptly to each Trade Contractor inquiry in an effort to prevent claims. The CM, with the assistance of the University and A/E’s, will quickly resolve disagreements that arise and similarly will work to keep adversarial situations from escalating into claims. If the CM cannot avoid a claim, it shall work to protect the University's interests. The CM shall notify the DIR of all Trade Contractor "Notices of Intent" to file a claim. When the University, A/E, or CM suspect that any issue may develop into a claim, and/or after receipt of a Trade Contractor's Notice of Intent, the CM will develop and maintain a separate file for all issues potentially relating to that Notice of Intent. The CM will supplement each file with its observations and comments concerning the validity of the Notices of Intent.

**C.5.15.2.** **Claims Processing.** The CM, at the DIR’s option, shall assemble pertinent background information on any written claim, analyze the merits of the claim, recommend to the DIR which elements deserve entitlement or denial, prepare estimates of entitled damages, if appropriate, negotiate with the Trade Contractor with the assistance of the University and A/E, and draft the DIR’s final decision and supporting findings. Any further Trade Contractor appeals must be filed according to the University Procurement Rules Attachment 1, Section 53, and the University's construction claim resolution procedure. The CM agrees that claims services as described in this C.5.15.2., are Basic Services to be provided during the Construction Phase as defined in Section C.5. After that phase, the University will consider claims services to be Additional Services, except those resulting from errors and omissions by the CM. All record keeping performed by the CM pursuant to this paragraph shall be considered part of the Basic Services. If required, the DIR may issue a change order to the CM Contract.

**C.5.16.** **Photography.** The CM is responsible for procuring at its expense, construction photographs of items that may be the subject of Trade Contractor claims, or that require documentation. The photographer will label each photograph with at least the following:

- Project, Building/Component, City, State

- Name of Construction Trade Contractor

- Date and time taken

- Description of weather conditions

- Subject matter and view point

- Name of CM, photographer, and observer, if any

**C.5.17.** **General Conditions Items.** The University may allow the CM to provide any or all of the General Conditions Items, subject to the CM’s recommendation and prior University approval. The prior approval shall be evidenced by a written change order, signed by the CM and the University, which shall specify the General Conditions Item(s) agreed to be performed. The University's objective is to obtain the General Conditions Items in the most expeditious and cost effective manner, while maintaining Project quality. See C.1.5.16., **General Conditions Items.** If the CM obtains General Conditions Items, it is responsible for any notification requirements and obtaining appropriate insurance coverage at its own expense.

**C.5.18.** **University Purchases.** The CM will arrange for the delivery, on-site and off-site storage, protection, and security of University-purchased materials, systems, and equipment until such items are incorporated into the Project. The CM will be responsible for any notification requirements and for advising the University of any insurance requirements.

**C.5.19.** **Building Commissioning.** The CM will coordinate and participate in each Trade Contractor's final testing, start-up demonstrations, and training for utilities, operational systems, and equipment with the A/E’s and the University's HSPP personnel. The CM shall prepare all minutes of these items and prepare documentation of the actions, activities, and results obtained. See C.3.12. **Building Commissioning.**

**C.5.20.** **Project Close-Out.** The CM shall secure and transmit to the A/E’s all warranties, operations and maintenance manuals, and similar submittals required by the Contract Documents, for approval by the A/E’s, before delivery of each unique project component to the University. The CM shall also deliver all keys, record documents, and maintenance stocks to the University.

**C.5.21. Services Covered in Lump Sum Price.** The list of services described in C.5., **Construction Phase Services**, is not a complete list of the Basic Services the University will require the CM to perform during the Construction Phase. During the Construction Phase, the CM will also perform other various tasks for the University that shall be considered Basic Services. The CM is responsible for performing all services required by the University, at the Lump Sum Contract Price, to achieve its Project goals, including, but not limited to, the services described in this C.5., **Construction Phase Services** and C.2, **Standard CM Services**; provided however Additional Services shall be governed by C.2.12.

**SECTION D - PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS** (Intentionally Omitted)

**SECTION E - EVALUATION AND AWARD CRITERIA** (Intentionally Omitted)

**SECTION F -- REPORTING/PERFORMANCE AND DELIVERY REQUIREMENTS**

**F.1. Place of Performance.** The CM will render all services as specified at the Hospital Emergency Power Upgrade Phase 2 Project site described in this RFP at C.1.1., **Project Description**.

**F.2.** **Period of Performance.** The Contract period and Document Review Phase begin with the University's signing of the CM Contract and continue through to completion of Construction/Contract Documents. The Procurement Phase of performance begins at this point and continues through to award of the Construction Trade Contracts. The Construction Phase of performance begins at this point and continues through the date 6 months after the date of substantial completion, when the University issues a Certificate of Use and Occupancy on the last completed component on the Project. The additional time accommodates typical extensions of construction time, correction of deficiencies and omissions, resolution of claims, operational start-up, and related matters. The period of performance shall also include the warranty inspection requirements of C.5.11.3., **Warranty Inspection**. See C.1.2., **Schedule.**

**F.3. Delay of Work Under Other Contracts.** If changes, suspensions of work, unforeseen differing site conditions, or other financially compensable causes under the A/E contracts, Construction Trade Contracts, or other related University contracts suspend, delay, or interrupt for an unreasonable period of time the performance of all or any part of the CM's work, an adjustment may be made for any increase in the cost of performance of the CM Contract (excluding profit) necessarily and directly caused by the unreasonable suspension, delay or interruption, and a Contract change order may be issued accordingly if the delay was within the control of the University. However, no adjustment shall be made under the Contract for any suspension, delay, or interruption to the extent that performance was delayed by the error, omission, fault, or negligence of the CM or was not within the control of the University.

**F.4. Overall Performance/Default.** In case the CM refuses or fails to deliver goods or services in accordance with the CM Contract terms and conditions, the University, in its sole discretion, with 14 calendar days written notice, may terminate the CM Contract and procure a replacement CM from one of the other highly ranked firms that responded to this RFP, or any other CM firm/entity, and hold the original CM responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the University may have.

**F.5. Principal University Point of Contact.** Michael Vanderweide, 434-982-0370, FAX 434-982-2838, e-mail [mjv6a@virginia.edu](mailto:mjv6a@virginia.edu) have been designated as Senior Project Manager (SPM), the principal University point of contact that will be directly in touch with the contract work, and the only persons authorized to direct such services on behalf of the University.

**F.6. Notices.** The University and CM shall deem all written notices executed when hand delivered, when deposited with sufficient payment as overnight mail, or when faxed, and addressed to the other party as follows:

**If to the University**: Michael Vanderweide, University of Virginia Facilities Management/FP&C, 1224 West Main Street, Suite 500 Charlottesville, Virginia 22904-2895.

**If to the CM:** The person signing the CM's proposal in response to the University's RFP, at the CM's address indicated in its proposal, or to the CM SPM at the Project site.

Either party may designate in writing, a change in person or address for receipt of written notices within this State, subject to the other party's approval of the change.

**SECTION G -** **OPTIONAL PRE-PROPOSAL CONFERENCE** (Intentionally Omitted)

**SECTION H – MANDATORY CONTRACTUAL PROVISIONS**

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H.19. PACKAGING AND MARKING

**H.1. University Procurement Rules.** In addition to State law and the HECOM, this RFP is subject to the provisions of the competitive negotiation procurement process as established by the Exhibit “M” Management Agreement between the Commonwealth and the University “Policy Governing Capital Projects”, and the Exhibit “P” Commonwealth and University Policy Governing Procurement of Goods, Services, Insurance, and Construction, including the “University Procurement Rules” as contained in Attachment 1, Rules Governing Procurement of Goods, Services, Insurance, and Construction, and any revisions thereto, which are hereby incorporated into this RFP in their entirety. A copy of the University Procurement Rules is normally available for review at:

<http://www.fm.virginia.edu/fpc/HECOManual/UVAProcurementRules.pdf>

**H.2. Applicable Laws and Courts.** This RFP and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The CM shall comply with all applicable federal, state, and local laws, rules, and regulations.

**H.3. Anti-Discrimination.** By submitting a proposal, the CM certifies to the University and the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the University Procurement Rules.

**H.3.1.** During the performance of this Contract, the CM agrees as follows:

**H.3.1.1.** The CM will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CM. The CM agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**H.3.1.2.** The CM, in all solicitations or advertisements for employees placed by or on behalf of the CM, will state such CM is an equal opportunity employer.

**H.3.1.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**H.3.1.4.** The CM will provide for a non-discriminatory procurement process, including appropriate and lawful provisions to effectuate fair and reasonable consideration of SWaM firms, and promote and encourage a diversity of suppliers. Whenever solicitations are made, the CM shall include businesses selected from a list made available by the Department of Minority Business Enterprise (DMBE).

**H.3.2.** The CM will include the provisions of H.3.1.1. above in every subcontract and consultant agreement or purchase order over $10,000, so that the provisions will be binding upon each consultant or vendor.

**H.4. Ethics in Public Contracting.** By submitting a proposal, each CM certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other person or entity submitting a proposal, contractor, supplier, manufacturer, or subcontractor in connection with its proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**H.5. Immigration Reform and Control Act of 1986.** By submitting a proposal, each CM certifies that it does not and will not during the performance of the CM Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**H.6. Debarment Status.** By submitting a proposal, each CM certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this RFP, nor is it an agent of any person or entity that is currently so debarred.

**H.7.** **Antitrust.** By entering into a Contract, the CM agrees to convey, sell, assign, and transfer to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth under said Contract.

**H.8**. **Mandatory Use of State Forms and Terms and Conditions for RFP's.**  Failure to submit a proposal in the University format provided for that purpose may be cause for rejection of the proposal. Modification of or additions to the Mandatory Contractual Provisions of this RFP may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**H.9.** **Clarification of Terms.** If any prospective CM has questions about this RFP document, the prospective CM should contact the University no later than five working days before the due date for proposals. Each CM should clarify all terms and conditions it may have, and should not assume that an opportunity will exist to modify such matters after the proposal is submitted. Any revisions to this RFP will be made only by amendment issued by the University.

**H.10.** **Payment.**

**H.10.1**. **To CM.**

**H.10.1.1.** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last, if invoices are received by the 5th of the month. Invoices received after the 5th will be paid in the next 30 day payment cycle. This shall not affect offers of discounts for payment in less than 30 days, however. See also J.5.3., (**Invoice Requirements**).

**H.10.1.2.** The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

**H.10.2**. **To Consultant(s) and Subcontractor(s).**

**H.10.2.1.** A CM awarded a Contract under this RFP is hereby obligated:

**H.10.2.1.1** To pay any of its consultant(s) and subcontractor(s) within seven (7) days of the CM's receipt of payment from the University for the proportionate share of the total payment received for work performed by the consultant(s) and subcontractor(s) under the Contract; or

**H.10.2.1.2**. To notify the University, the consultant(s), and the subcontractors, in writing, of the CM's intention to withhold all or a part of the payment and the reason.

**H.10.2.1.3.** To provide its federal employer identification number and to require its consultant(s) and subcontractor(s) to provide either their social security numbers or federal employer identification numbers.

**H.10.2.2.** The CM is obligated to pay its consultant(s) and subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the CM that remain unpaid seven (7) days following receipt of payment from the University, except for amounts withheld as stated in H.10.2.1.2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier consultant performing under the primary Contract. A CM's obligation to pay an interest charge to a consultant or subcontractor may not be construed to be an obligation of the University.

**H.11.** **SWaM Firm Utilization.** It is the policy of the State and the University to contribute to the establishment, preservation, and strengthening of SWaM firms as further defined in the SWaM Form, DGS-30-360, revised November 2004, and to encourage their participation in State procurement activities. Towards that end, the University encourages CM’s to provide for the participation of SWaM firms through partnerships, joint ventures, subcontracts, and other contractual opportunities.

The University has a SWaM firm overall participation aspirational goal of 40% for procurement opportunities.  Where it is practicable for any portion of the awarded contracts to be subcontracted to other firms, the University encourages the use of SWaM firms.  Names of SWaM firms currently registered with and certified by the Virginia Department of Minority Business Enterprises (DMBE) and desiring to work at the University may be obtained from the Office of Contract Administration of the Facilities Planning and Construction Department of Facilities Management.  The contact person is Lorie J. Strother, SWaM Contract Administrator, Tel: 434-243-2373, E-mail: strother@virginia.edu, Fax: 434-982-5108.

If the total amount of a contract with the University exceeds $100,000, the CM/Trade Contractor shall complete and submit quarterly reports, on forms provided by the contracting office in accordance with the University’s SWaM plan, to document subcontractor and supplier expenditures to SWAM firms in connection with the project.  The successful proposer shall provide the UVA SWaM Contract Administrator with the responsible person within their organization who will be the SWaM contact and that will be responsible for reporting verifiable SWaM expenditures resulting from this contract.

**H.12.** **eVA Business-to-Government Vendor Registration.** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

1. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

**H.13.** **eVA Business-to-Government Contracts and Orders.**  It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

The Vendor Transaction Fee is:

* 1. DMBE-certified Small Businesses: 1%, Capped at $500 per order.
  2. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The eVA Transaction Fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

**H.14. Precedence of Terms.** Paragraphs H.1. through H.13. of this section shall apply in all instances. In the event there is a conflict between Mandatory Contractual Provisions, H.14. through H.20. and any of the Special Contractual Provisions in this RFP, the Special Contractual Provisions shall take precedence.

**H.15**. **Qualifications of CM's.** The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the CM to perform the services/furnish the goods and the CM shall furnish to the University all such information and data for this purpose as may be requested. The University shall be entitled to contact each reference listed in response to this RFP, and each entity referenced in any response, as well as any other persons, firms, or agencies to obtain any information relevant to this RFP. The prospective CM, by responding to this RFP, expressly agrees that any information concerning the CM in possession of said entities and references may be made available to the University. See Attachment L.2. - **Reference Contact Authorization Form**. The University reserves the right to inspect the CM's physical facilities before award to determine the CM's capabilities. The University further reserves the right to reject any proposal if the information submitted by, or investigations of, such CM fails to satisfy the University that such CM is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

**H.16.** **Testing and Inspection.** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to this RFP.

**H.17.** **Assignment of Contract.** The CM Contract shall not be assignable by the CM in whole or in part without the prior written consent of the University.

**H.18. Changes to the Contract.** Changes can be made to the CM Contract in any of the following ways:

**H.18.1.** The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification, if any, shall be agreed to by the parties as a part of the written agreement to modify the scope of the Contract.

**H.18.2.** The University may order changes within the general scope of the Contract at any time by written notice to the CM. Changes within the scope of the Contract include, but are not limited to, the services to be performed. The CM shall comply with the notice upon receipt. The CM shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any like savings. Any compensation, which results from such order, shall be determined by one for the following methods:

**H.18.2.1.** By mutual agreement between the parties in writing; or

**H.18.2.2.** By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the CM accounts for the number of units of work performed, subject to the University's right to audit the CM's records and/or to determine the correct number of units independently; or

**H.18.2.3.** By the University ordering the CM to proceed with the work and the CM keeping a record of all costs incurred and savings realized. The CM's failure to keep such records will bar any claim to payment. A markup for overhead and profit may be allowed if provided for by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The CM shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the CM as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved according to the procedures for resolving disputes provided by the University of Virginia Procedure for Contractual Claims. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of the CM Contract shall excuse the CM from promptly complying with the changes ordered by the University or with the performance of the Contract generally.

**H.19. Packaging and Marking.**

**H.19.1.** **Protection and Care.** The CM is responsible for properly delivering and protecting (and replacing if not properly delivered or protected) all sketches, reports, and other submissions transmitted to the University or the A/E’s from the CM.

**H.19.2.** **Payment of Postage and Fees.** All costs incurred by the CM for postage, courier, and other delivery and handling fees required for performance of the Contract shall be paid by the CM.

**H.19.3. Marking.** All information submitted to the CFO or the DIR shall clearly indicate the University of Virginia, Lee Street Medical Center Projects, P.C. 209-17155-01 and 209-17302-02, for which the information is being submitted. All RFP correspondence shall also clearly indicate RFP # 07-116.

**SECTION I - SPECIAL CONTRACTUAL PROVISIONS**

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I.14. CONSULTANT(S) AND SUBCONTRACT(S)

I.15. CONTRACTOR PARKING AND STAGING AREA

**I.1.** **Asbestos.** All structures in the scope of this project were constructed post 1987 and no asbestos containing materials are expected to be present. However, if during the performance of any work under this Contract, the CM discovers the presence of asbestos, suspects that asbestos is present, or is advised of the presence of asbestos by a Trade Contractor, it shall stop the work immediately, secure the area in accordance with Federal and State requirements including signage, notify the University and await positive identification of the suspect material. During the downtime in such a case, the CM shall not disturb any surrounding surfaces but shall have the area protected with suitable dust covers. The University shall allow the CM a mutually agreed extension of time to perform its work under the CM Contract in the event the discovery of asbestos or suspected asbestos delays the CM, but no additional compensation shall be paid to the CM due to the time extension.

**I.2.** **Audit - Open Book.** The CM hereby agrees to retain all books, records, and other documents for the Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period and at any time during the term of this Contract.

**I.3.** **Availability of Funds.** The CM and University understand and agree that the CM Contract will bind the University only to the extent of the funds available or which may hereafter become available to fund the CM Contract.

**I.4.** **Cancellation of CM Contract / Award by Phases.** The University reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 14 days written notice to the CM. Any Contract cancellation notice shall not relieve the CM of the obligation to deliver and/or perform all outstanding responsibilities incurred before the effective date of cancellation.

Contracts for this procurement may be awarded by phases. **Award of Contract for future phases is at the sole discretion of the University.**

**I.5.** **Contractual Claims.** Procedures for resolution of contractual claims under the CM Contract shall be per the University of Virginia Procedure for Contractual Claims, which is on file and available for review in the Office of Contract Administration Annex, Facilities Planning and Construction Department of Facilities Management, 575 Alderman Road, Charlottesville, Virginia 22903.

**I.6**. **Drug Free Workplace.** During the performance of this contract, the CM agrees to:

**I.6.1.** Provide a drug-free workplace for the CM’s employees.

**I.6.2.** Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CM’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.

**I.6.3.** State in all solicitations or advertisements for employees placed by or on behalf of the CM that the CM maintains a drug-free workplace.

**I.6.4.** Include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**I.6.5.**  Prohibit any impairment or incapacitation from the use of alcohol or other drugs (except the lawful use of drugs for legitimate medical purposes).

The CM further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of Contract and may result in default action being taken by the University, as well as any criminal action that may result from such conduct.

**I.7. Indemnification.** CM shall indemnify, defend, and hold harmless the Commonwealth of Virginia, the University, Owner, and the officers, agents, and employees of each from any and all property damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the CM, any negligent performance or non-performance of services of any kind or nature furnished by the CM, or arising from or caused by the CM's breach, error, or omission relating to any services required by the CM Contract, provided that such liability is not attributable to the negligence of the University or to failure of the University to use the materials, goods, or equipment in the manner already described by the CM on the materials, goods, or equipment delivered.

**I.8. Independent Contractor.**  The CM acknowledges that it shall not be an employee of the University, but shall be an independent contractor. The CM shall indemnify and hold harmless the Commonwealth of Virginia, the University, and the employees and agents of each with respect to all withholding, Social Security, unemployment compensation, and all other taxes or amounts of any kind relating to employment of the persons providing services to the University with respect to this RFP or any resulting Contract. The CM shall not construe anything in this RFP or any resulting Contract as authority that the CM can make commitments that shall bind the University or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

**I.9. Inspection of Job Site.** By signing and submitting a response to this RFP each CM certifies that it has inspected the job site and is aware of the conditions under which it must accomplish the work. The University will not consider or be responsible for claims as a result of failure to inspect the job site. By signing and submitting a response, each CM agrees to waive any claim based on conditions that would have been discovered from a site inspection.

**I.10. Insurance.**

**I.10.1.** **General.** By signing and submitting a proposal under this RFP, the CM certifies that if awarded the Contract, it will have the following minimum insurance coverage at the time the University awards the Contract. If the CM uses any subcontractor(s) each subcontractor will have workers' compensation insurance according to Sections 2.2-4332 and Title 65 et seq. of the Code of Virginia.

The CM further certifies that the CM, consultants, and any subcontractors will maintain this insurance coverage during the entire term of the Contract and that insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission will provide all insurance coverage. The amount of any deductible must be acceptable to the University considering the CM's financial capacity and loss history. Thirty days prior written notice by the insurer to the University of any cancellation or change in coverage shall be a requirement of all policies.

**I.10.2. Insurance Coverage and Limits Required.**

**I.10.2.1.** Worker's Compensation - Statutory requirements and benefits.

**I.10.2.2**. Employers Liability - $100,000 per occurrence.

**I.10.2.3.** Commercial General Liability - Minimum of a combined single limit of $2 million per occurrence, with a $5 million aggregate. The CM will name the Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents as additional insureds with respect to the services being performed and provided. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability. The CM shall identify any policy exclusions that are in addition to those normally appearing in the standard ISO CGL form, provide a copy of these exclusions to the University, and have its insurance company provide a certificate of insurance to the University certifying that the CM is covered specifically as defined in, and required by, the Contract.

**I.10.2.4.** Commercial Automobile Liability - Minimum of a combined single limit of $500,000 per occurrence. The CM will name the Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents as additional insureds with respect to the services being performed and provided.

**I.10.2.5.** Builder's Risk – The CM will provide Builder’s Risk Insurance up to the value of the CM Contract for new construction provided by the CM and CM Trade Contractors.

**I.11. Organizational Conflicts of Interest.** The CM certifies to the University that by entering into a Contract with the University no violation of the Virginia Conflict of Interests Act is committed or shall occur. In addition the CM acknowledges the following:

**I.11.1.** **Existence.** An "organizational conflict of interest" exists when the nature of the work to be performed under a proposed University contract may, without some restriction on future activities, **1)** result in an unfair competitive advantage to the CM or **2)** impair the CM's objectivity in performing the Contract work.

**I.11.2.** **Potential Conflict of Interest.** The CM will be significantly involved in development of the Project scope of work, design review, procurement phase services, managing and inspecting construction, and providing related technical support services. Therefore, an award to the CM of a contract for design services, construction services, or consultant services for this Project may result in a significant potential conflict of interest.

**I.11.3. Ineligibility.** Accordingly, the successful CM, including its subsidiaries, assigns, successors, and affiliates, may not be eligible for award of a contract for A/E services, construction services, or consultant services for this Project, nor shall the CM be a subcontractor or consultant to the A/E, the Construction Trade Contractors, or otherwise be a consultant for this Project.

**I.11.4. Restrictions End.** The foregoing restrictions on the CM's eligibility for future contract awards shall end when all work under the CM Contract has been completed and accepted by the University and the terms of the CM Contract so provide.

**I.12.** **CM Responsibilities.** The CM shall be responsible for completely supervising and directing the work under the Contract and all subcontractors/consultants that it may utilize, using its best skill and attention. Subcontractors/consultants who perform work under this Contract shall be responsible to the CM. The CM agrees that it is as fully responsible for the acts and omissions of its subcontractors/consultants and of persons employed by the subcontractors/consultants as it is for the acts and omissions of its own employees.

**I.13.** **Proposal Prices.** The proposal shall be in the form of a firm unit price or lump sum for each item listed in this RFP during the Contract period.

**I.14.** **Consultant(s) and Subcontract(s).** No portion of the work or services shall be performed by a consultant or subcontractor without the prior written consent of the University. In the event that the CM desires to use a consultant(s) or subcontractor(s) for some part of the work or services specified herein, including the provision of General Conditions Items, the CM shall furnish the University information on each proposed consultant(s) or subcontractor(s) for the University's approval, as required in Attachment L.1., **Technical Proposal Format**. The CM shall, however, remain fully liable and responsible for the work and services to be done or provided by its consultant(s) and subcontractor(s) and shall ensure compliance with all requirements of the CM Contract.

**I.15. Contractor Parking and Staging Area.** The construction sites for this project provide very limited on-site parking and staging opportunities. To aid in mitigating this situation, the University of Virginia Parking and Transportation Department currently has approximately 500 parking spaces in the John Paul Jones Arena Parking Lot and in the Emmet Street Parking Garage available for Construction Trade Contractor use. The Arena Parking Lot is less than two miles from the Project Site. The Emmet Street Parking Garage is approximately one mile from the Project Site. These parking spaces are available for a monthly fee. Additionally, negotiations are currently on going to make the University of Virginia Foundation’s Blue Ridge Hospital site available for parking and staging of materials. This site is approximately located at the intersection of Route 20 South and Route 53. The Blue Ridge Hospital Site is approximately 5 miles from the Project Site. Should the Blue Ridge site become available, the Construction Trade Contractors will be responsible for restoring the site to the condition that exists at the time the CM commences use. All safety and security at either site is the sole responsibility of the Construction Trade Contractors.

**SECTION J - METHOD OF PAYMENT**

**J.1.** **GENERAL.** The University shall pay the CM, for its services, the fees computed on the basis of the negotiated price schedule established by the CM Contract. The University shall not be responsible for paying any fees, expenses, taxes, or other charges of any kind except as provided in the CM Contract.

**J.2. PAYMENT SCHEDULE.** The lump sum prices for the Document Review, Procurement, and Construction Phases will apply over the periods described in F.2., **Period of Performance**, respectively. The lump sum price for Construction Phase services will be distributed as follows: 85 percent for the period prior to substantial completion; 15 percent for the 6 month period following substantial completion and the warranty inspection.

**J.3.** **PAYMENTS ACCORDING TO SCHEDULE.** Payments for CM services, i.e., payments for services covered under the lump sum Contract and exercised options, and for ordered Additional Services, will be paid in installments scheduled by and agreed to by the CM and the DIR. The payment schedule will be developed during negotiations, before the CM Contract award. The schedule will be based on anticipated outlays by the CM and include a 5% retainage. If requested by the DIR, the CM will provide evidence to support anticipated outlays. The DIR may require that the schedule of payments be linked to specific deliverables, the completion of certain activities, or the achievement of specified goals. Payments for Additional Services will be invoiced and paid separately at the discretion of the DIR.

**J.4.** **INVOICING ADDRESS.** Submit invoices to:

Christine Eppard, Senior Fiscal Technician

University of Virginia

Facilities Management/FP&C

P.O. Box 400726

Charlottesville, VA 22904

**J.5.** **INVOICE REQUIREMENTS.**

**J.5.1.** Invoices shall be submitted as an original with one copy, unless otherwise specified, to the designated invoicing address specified in J.4.

**J.5.2.** Invoices must include all of the following information:

Project: University Hospital - Emergency Power Upgrade Phase 2

UVA Project Managers: Michael Vanderweide

UVA Purchase Order # \_\_\_\_\_\_\_\_\_\_\_\_\_

UVA Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_

UVA Work Order #

Federal Identification # \_\_\_\_\_\_\_\_\_\_\_\_\_

**J.5.3.**Invoices must be received by the 5th of the following month for the month in which the work was performed and will be paid within 30 days. If invoices are received after the 5th they will be paid in the next 30 day payment cycle. In addition to the requirements for a proper invoice specified in the Contract and/or the purchase/delivery order, copies of invoices for any reimbursable expenses must be submitted with each invoice. To the extent the CM's fees are based on hourly rates or for any negotiated Additional Service, each such invoice shall be broken down accordingly and shall be further itemized as follows:

* The date on which the service of each person was performed;
* the identity of the person whose time is billed;
* a description of the service(s) performed;
* the number of billed hours by each person for each day;
* the hourly rate applicable to the hours billed;
* the total fee for services billed;
* the date on which a billed expense was incurred;
* a description of the expense;
* the amount of each expense; and
* the total amount of expenses billed.

**SECTION K -** **PRICING**

The lump sum price proposal offered for the CM services performed shall include all supervision, labor salaries, benefits, bonuses, home office and field overhead, office support and management, including materials, equipment, mobilization and relocation costs, supplies, and profit, for successful performance of all specified services and work, including the services and work performed by the CM's core staff, the CM's other employees, and the CM's consultants and subcontractors. CM's lump sum prices are to include all services except those identified under C.2.12. as **Additional Services**. The prices shall remain in effect during the entire performance period.

The undersigned understands that time is of the essence and Substantial Completion of the project is ? . Final Completion shall be achieved within 60 consecutive calendar days after Substantial Completion.

By signing the Contract based on this RFP, the undersigned certifies that this firm/entity is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, that this firm/entity is not a part of any firm or entity that is currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, that the firm name given below is the true and complete name of the firm/entity, and that the firm/entity is registered or licensed by the Commonwealth of Virginia, and authorized to transact business in the Commonwealth of Virginia and perform all work included in the scope of this RFP. In addition, the undersigned certifies that the firm/entity for which he is signing has thoroughly reviewed all aspects of this RFP, and that all information, data, and representations made by the undersigned and the firm/entity for whom he signs are true, are complete and accurate, and that the entity for which he signs will, upon award of the contract, execute and complete a contract with the University on the terms set forth herein, unless changed and agreed to in writing by the University.

**SECTION L - ATTACHMENTS**

The attached documents provide supplemental information to the CM. The documents may not fully define the scope of work.

**L.1** Project Procedure Manual Requirements

**L.2** HEP2 Construction Documents prepared by AKF dated September 14, 2009

**L.3** Material Purchase Info. / Contract ?

**L.4** [HECO-9CM - Contract Between University & Construction Manager - Template](http://www.fm.virginia.edu/fpc/HECOManual/HECOMForms/HECO-9CM.docx)

**L.5** [DGS-30-376 (Modified) - Supplemental General Conditions - Builders' Risk Insurance](http://www.fm.virginia.edu/fpc/ContractAdmin/ConstructionManagement/BuildersRiskSupplementalGeneralConditions.doc) *- renovation projects only*

**L.6**[DGS-30-377 - Supplemental General Conditions - SWaM](http://dgs.state.va.us/FormsCenter/tabid/820/Default.aspx?udt_1673_param_detail=278) *- required for all projects*

**ATTACHMENT L.1.**

**PROJECT PROCEDURE MANUAL REQUIREMENTS**

The CM will meet with both the A/E and DIR immediately upon notification of selection to develop a **Project Procedure Manual.** The purpose of the **Project Procedure Manual** is to establish administrative procedures for guidance to the CM in the performance of Construction Management services. ***This document shall not supersede the Contract.***

The **Project Procedure Manual** will contain, but is not limited to, the following items:

A: PURPOSE: Statement of purpose of the manual.

B: KEY PROJECT PERSONNEL: List of all key personnel, titles, addresses, telephone numbers, brief Project job description - includes CM, University, A/E, etc.

C: CORRESPONDENCE: List types of written communications, identify the key personnel responsible for each type of communication, who must be informed and copied, how to document meetings and record telephone conversations or instructions and confirm such, etc.

D: REPORTS TO UNIVERSITY: List the reports, due dates, contents of each, and distribution.

E: RELATIONSHIP WITH A/E AND UNIVERSITY: The following minimum items are to be covered in order to clarify relationships and responsibilities: Special Conditions, General Conditions, and Supplemental General Conditions, Drawings and Specifications, Substitution Policy, Shop Drawings, Modifications and Changes, Surveys and Testing Laboratories, Proposed RFP/Bid Packages, Approved Procurement Documents, Trade Contractor Pre-Qualification, On-Site Inspection, Plan Interpretation, etc. See C.3.11., **Construction Trade Packages and Contracts**.

F: HOME OFFICE RESPONSIBILITIES: List responsibilities to be directed and coordinated by the CM Construction Executive such as Resource Allocation, Overall Project Schedule and Cost Control, General Home Office Supervision, and what is included.

G: FIELD RESPONSIBILITIES: Responsibility for performance of all work at the job site will be delegated to the CM Senior Project Manager. List all duties and responsibilities and supplementary reporting and records requirements.

H: REPORTS AND CORRESPONDENCE SUMMARY: Summarize all the above.