



REQUEST FOR QUALIFICATIONS

General Information

	RFQ Number:	CAW #24-08
	Description:	Owner's Representative Services
	Solicitation Issued:	April 19, 2024

Submission Deadline for Response

	Opening Date:	May 9, 2024	Opening Time:	4:00 p.m., Central Time
<p>Responses shall not be accepted after the designated RFQ opening date and time. It is the responsibility of responders to submit at the designated location on or before the RFQ opening date and time. Responses received after the designated RFQ opening date and time shall be considered late and shall be returned to the responder without further review. It is not necessary to return "no bids" to CAW.</p>				

Delivery Information for Response

	Delivery Address:	Central Arkansas Water ATTN: Purchasing Section 221 East Capitol Avenue Little Rock, AR 72202
		<p>Delivery providers USPS, UPS, and FedEx deliver mail to CAW's street address on a schedule determined by each individual provider. These providers will deliver to CAW based solely on the street address.</p> <p>Note: Responder(s) are encouraged to provide submissions electronically or mail with a delivery provider; however, responders who choose to hand deliver a response, should contact the CAW Purchasing Section in advance to make delivery arrangements. Call Bridgette Johnson at 501-377-1210 or David Hindman at 501-377-1315 before planned delivery at 221 East Capitol Avenue and someone will accept your response.</p>
	Response's Outer Packaging:	<p>Bid <u>must be delivered to CAW in a sealed package.</u> The outer packaging should be properly marked with the information listed below. If the packaging is not properly marked, it may be opened for identification purposes.</p> <ul style="list-style-type: none"> RFQ Number Date and time of the opening Responder's name and return address

Central Arkansas Water Contact Information

	CAW Buyer:	Liz Tuck-Rowan, NIGP-CPP, CPPO, CPPB, C.P.M., A.P.P., CPSD	Direct Phone #:	(501) 377-1266
	Email Address:	liz.tuck-rowan@carkw.com	CAW's Main #:	(501) 377-1200
	Website:	www.carkw.com		

RESPONSE SIGNATURE PAGE

Responder's Information

Type or Print the following information.

Company:			
Address:			
City:	State:	ZIP Code:	
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit
Dun & Bradstreet #:	Business License: Y/N		

Contact Information

Contact Person:			Title:	
Phone:			Alternate Phone:	
Email:				

Conflict of Interest Disclosure

	<p>Responder should indicate below whether or not any known possible conflicts of interest exist with Central Arkansas Water. (See <i>Conflict of Interest Disclosure</i> in Section 1.)</p> <p>At the present time, and to the best of my knowledge, (responder should select one of the following choices.)</p> <p><input type="checkbox"/> No known possible conflicts of interest exist.</p> <p><input type="checkbox"/> Yes, a possible conflict of interest exists.</p> <p>If yes, responder must provide an explanation. _____</p> <p>_____</p>
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Israel Boycott Restriction Confirmation

	<p>By checking and submitting a response to this <i>Solicitation</i>, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected will not boycott Israel during the aggregate term of the contract.</p> <p><input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.</p>
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Boycott of the Energy, Fossil Fuel, Firearms, and AMO Industries

	<p>By signing below, the Contractor agrees and certifies that it does not boycott the energy, fossil fuel, firearms, and ammunition industries and will not boycott the energy, fossil fuel, firearms, and ammunition industries during the term of the contract.</p> <p><input type="checkbox"/> Prospective Contractor does not and will not boycott Energy, Fossil Fuel, Firearms, or the Ammunition Industry.</p>
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Execution of Response

	<p>Responder's signature below shall represent and warrant responders' agreement to and compliance with all requirements, specifications, and terms and conditions within this solicitation. The undersigned official must be duly authorized to bind the responder to a resultant contract. (See <i>Response Signature Page</i> in Section 1 of this solicitation).</p> <p>Authorized Signature: _____ Title: _____</p> <p>Printed/Typed Name: _____ Date: _____</p>
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SECTION 1 – GENERAL INFORMATION

1.1 PURPOSE

Central Arkansas Water (“CAW”) is soliciting qualifications from firms to provide comprehensive Owner’s Representative Services for the design and renovation of the James T. Harvey Administration building and adjacent parking lot located at 221 E. Capitol Avenue in Little Rock, Arkansas (the “Project”).

1.2 BACKGROUND INFORMATION

Central Arkansas Water (CAW or the Utility) is the largest water supplier in the state of Arkansas. The Utility plays an integral role in the quality of life for residents and the economic health of the communities it serves. As a regional water supplier serving a population of approximately 500,000, CAW contributes to the public health and wellbeing of one in every six Arkansans. In addition, CAW supplies the water needed by industries that compete in regional, national, and international markets. The Utility serves over 158,000 metered connections through retail and wholesale service to customers in Pulaski, Saline, Grant, Perry, Lonoke, White, and Faulkner counties.

1.3 ISSUING OFFICE

The issuing officer is the sole point of contact in the selection process. Questions regarding RFQ related matters should be made through the Purchasing Manager, Liz Tuck-Rowan at 501-377-1266 or via email at liz.tuck-rowan@carkw.com. Verbal questions will be answered as a courtesy and at responder’s own risk.

1.4 OPENING LOCATION

Sealed responses submitted by the opening time and date **shall** be opened at the following location:

Central Arkansas Water
221 East Capitol Avenue
Little Rock, AR 72202

1.5 CONE OF SILENCE

All communication(s) pertaining to this solicitation **shall** be directed to the CAW buyer listed on page one (1) of this solicitation, or his or her designee. CAW has imposed an absolute prohibition against any communication or contact ("Cone of Silence") with any other CAW personnel, CAW consultant, or Central Arkansas Water Commission (CAWC) member regarding this solicitation process.

The prohibition begins with the publication of this solicitation document, remains in place through the CAW solicitation and award process, and ends only after CAW has executed a contract with the successful responder. The prohibition is suspended only when the CAW Buyer, or his or her designee, initiates or consents to a meeting or communications for the purpose of clarifying a solicitation or another solicitation-related action.

A violation of this policy may result in the disqualification of an offending responder’s response.

1.6 CLARIFICATION OF RFQ AND QUESTIONS

A. Responders may submit written questions requesting clarification of information contained in this solicitation. Written questions should be submitted by 4:00 p.m., Central Time on Wednesday, May 1st. Submit written questions by email to the CAW buyer as shown on page one (1) of this solicitation.

1. For each question submitted, responder should reference the specific solicitation item number to which the question refers.
2. Responders’ written questions will be consolidated and responded to by CAW. CAW’s consolidated written response is anticipated to be posted to the CAW website by the close of business on Friday, May 3rd.

B. Responders may contact the CAW Purchasing Section with procurement-related questions at any time prior to the opening date and time. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at responder’s risk.

1.7 **DEFINITION OF REQUIREMENT**

- A. The words “**must**” and “**shall**” signify a requirement of this solicitation and that responder’s agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any requirement in this solicitation, whether submitted in the responder’s response or in subsequent correspondence, may cause the responder’s response to be disqualified.
- C. Responder may request exceptions to non-mandatory items. Responder **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.8 **DEFINITION OF TERMS**

- A. CAW has made every effort to use industry-accepted terminology in this solicitation and will attempt to further clarify any point of an item in question as indicated in *Clarification of RFQ and Questions*.
- B. "Central Arkansas Water", "CAW", and the "utility" are used synonymously in this document.
- C. "Central Arkansas Water Commission", "CAWC" and the "commission" are used synonymously in this document.
- D. The words “bidder”, “responder”, “contractor” and “vendor” are used synonymously in this document.
- E. The terms “Request for Qualifications”, “RFQ”, and “Solicitation” are used synonymously in this document.
- F. The terms “bid”, “response”, and "submission" are used synonymously in this document.

1.9 **RESPONSE DOCUMENTS**

- A. Original Response (Solicitation may be submitted electronically to the following email on or before the established opening date and time: procurement@carkw.com) Adhere to 2 a and b requirements below.
 1. Original response **must be delivered to CAW in a sealed package** on or before the established opening date and time.
 2. Original response **must** include the following:
 - a. Original signed *Signature Page*. If submitted electronically provide a copy of signed document. (See *Bid Signature Page* below)
 - b. See Section 3 Submittal Requirements, Page 8.

1.10 **ADDITIONAL SOURCE OF SOLICITATION INFORMATION:**

AR Bid: The official posting can also be found on the AR Bid website at <https://arkansas.ionwave.net> The solicitation document can be downloaded from the attachments tab of this posting. Note: it is the responder’s responsibility to properly register and utilize the AR Bid website.

1.11 **PRICING**

Pricing will be negotiated with the apparent successful responder(s) based on project(s)/scope of work. Responders **must not** include any pricing in their response. Should the hard copies or electronic copies of responder's response contain any pricing, the response **shall** be disqualified.

1.12 **NONCOLLUSION**

Responder **shall** represent and warrant that in connection to a response to this solicitation:

- A. The responder has not been a party to any collusion among responder(s) in the restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.
- B. The responder has not been a party to any collusion with any official or employee of CAW as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract.
- C. The responder has not been a party in any discussion between bidders and any official of CAW concerning exchange of money or other things of value for special consideration in the letting of a contract.

1.13 CONFLICT OF INTEREST DISCLOSURE

- A. Responder should complete the *Conflict-of-Interest Disclosure* section on the *Response Signature Page* of this solicitation.
- B. Responder **must** disclose all known possible conflicts of interest, which exist at the time of responder's response submission. Conflicts of interest include, but are not limited to the following:
 - 1. Relationships between responder's employees, principals, officers, and agents and the employees of CAW.
 - 2. Relationships between responder's employees, principals, officers, and agents and the CAWC.
 - 3. Those resulting from material adverse matters, as distinguished from the conduct of business as usual.
- C. Responder's failure to disclose such a relationship may result in one of the following:
 - 1. CAW's rejection of responder's response.
 - 2. CAW's cancellation of any resultant contract.

1.14 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint response submitted by two or more responders is acceptable. However, a single responder **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.
- C. The prime contractor **shall** give CAW immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to this contract or CAW.

1.15 PROPRIETARY INFORMATION

- A. Response documents pertaining to this solicitation will become the property of CAW and **shall** be subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary and/or confidential information has been redacted should be submitted via preferred secure FTP method in the responder's response.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- D. The responder **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the responder.
- F. If a redacted copy of the submission documents is not provided with responder's proposal, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If CAW deems redacted information to be subject to FOIA, the responder will be contacted prior to release of the documents.

1.16 ISRAEL BOYCOTT NOTICE

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. Responder's signature on the Signature Page **shall** represent and warrant they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

1.17 BOYCOTT OF THE ENERGY, FOSSIL FUEL, FIREARMS, AND AMO INDUSTRIES

- A. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction: For contracts valued at, or exceeding, \$75,000. A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the

contract not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.

- B. Responder's signature on the Signature Page **shall** represent and warrant they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

1.18 **REQUIREMENT OF ADDENDUM**

- A. This solicitation **shall** be modified only by an addendum written and authorized by CAW.
- B. The responder **shall** be responsible for checking the Purchasing Section of the CAW website www.carkw.com for any and all addenda up to the established opening date and time.

1.19 **QUALIFICATION AND AWARD PROCESS**

A. Successful Responder Selection

The ranking of responders **shall** be determined by the total score each response receives in evaluation. The responder receiving the highest-ranking score for their response **shall** be selected as the apparent successful responder. **Important Notice:** Receipt of a successful responder award letter/notification **does not guarantee** project work will commence during the solicitation calendar year.

B. Negotiations

1. CAW will enter pricing negotiations with the highest-ranking responder after completion of the evaluation process.
2. If CAW so chooses, it **shall** also have the right to enter discussions with the highest-ranking responder to further define contract details. All negotiations **shall** be conducted at the sole discretion of CAW. CAW **shall** solely determine the items to be negotiated.
3. If CAW and responder cannot reach an agreement regarding contractual matters, including pricing, CAW **shall** declare the responder as non-responsive and will begin the negotiation process with the next highest-ranking responder. The negotiation process will be repeated until an anticipated successful responder has been determined, or until such a time CAW decides not to move forward with an award.

C. Central Arkansas Water Commission Approval

Any resultant contract of this solicitation **shall** be subject to CAW approval processes which may include CAWC review and approval.

D. Issuance of a Contract

A CAW Purchasing Official, with approval by the CAWC, **shall** be responsible for award and administration of any resulting contract. A contract **shall not** be effective prior to award being made by a CAW Purchasing Official.

1.20 **CAUTION TO RESPONDERS**

- A. Responder **must not** alter any language in any solicitation document provided by CAW.
- B. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- C. Responses **must** be submitted only in the English language.
- D. CAW **shall** have the right to award or not award a contract, if it is in the best interest of CAW to do so.
- E. CAW **shall** have the right to accept or reject all or any part of a response, if it is in the best interest of CAW to do so.
- F. Responder **must** provide clarification of any information in their response documents as requested by CAW.
- G. Responder's qualifications **must** meet or exceed those set forth in this solicitation.

- H. Services provided by the successful responder **must** meet or exceed those as set forth in this solicitation and/or as negotiated between the responder and CAW.
- I. Responder may withdraw their response. In order to withdraw a response, responder **must** provide a written request to the CAW Purchasing Section
- J. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and responder **must** identify the specific page and paragraph being referenced.

1.21 PAST PERFORMANCE

A responder's past performance with CAW may be used to determine if the responder is "responsible". Responses submitted by responders determined to be non-responsible **shall** be disqualified.

1.22 PUBLICITY

Responder **shall not** issue a news release or article pertaining to this solicitation or any portion of the project, in any medium, at any time during the pendency of the solicitation or fulfillment of the terms of this contract without CAW's prior written approval. Responder's failure to comply with this requirement may be cause for CAW's rejection of Responder's response or CAW's cancellation of this contract.

1.23 RESERVATION

This solicitation does not commit CAW to issue an award or contract for services. CAW **shall not** pay costs incurred in the preparation of a response.

1.24 SUBCONTRACTORS

If any part of the work **must** be subcontracted, responder should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted with their response. This information **must** be provided prior to any contract award.

SECTION 2 – SCOPE OF SERVICES

The Owner's Representative will assist in the design of the Project and oversee the planning and construction of all aspects of the Project. Russ Fason of WER Architects has been retained by CAW as the principal architect of the Project.

As a condition of the contract award, the selected Owner's Representative is required to enter into an agreement with CAW for the performance of the services defined herein. The selected Owner's Representative shall not be permitted to bid on or perform any of the actual construction on the Project, nor shall any construction firm controlled or partially owned by the Owner's Representative be allowed to bid on or perform work on the Project. The Owner's Representative shall be allowed to provide basic services for which specific reimbursement provisions are included in the general conditions of the Owner's Representative's contract with CAW. The actual construction work on the Project shall be awarded through a design-build or competitive bid process.

The Owner's Representative, in general, shall have primary management responsibility for the Project and shall coordinate all Project matters. As such, the Owner's Representative shall serve as CAW's main point of contact and liaison between the architect/engineer, general contractor, and other consultants and vendors throughout the duration of the Project.

The Owner's Representative shall advocate for CAW's interests of quality, timely and cost-sensitive design and construction of the Project while maintaining professional relationships with all consultants, partners, and vendors. The Owner's Representative will be responsible for overseeing the delivery of the Project at the best and lowest price in the marketplace and with the highest degree of functionality and quality. However, the Owner's Representative will not replace the architect/engineer, general contractor, and other consultants, though the Owner's Representative may provide evaluations and recommendations on the same.

The Owner's Representative shall be able to perform all services identified on Exhibit A – Scope of Services, for the project.

SECTION 3 - SUBMITTAL REQUIREMENTS

Responses must be organized according to the sections listed below. Responses should be of sufficient length and detail to demonstrate the proposer has a thorough understanding of the skills necessary to deliver the services requested.

1. General Information

Provide a company profile including principal areas of expertise and experience providing Owner's Representative Services in the State of Arkansas. Proposals must also include the following information:

- Date, state, and type of business organization (Close, General, or S corporation; LLC or PLLC; Sole Proprietorship).
- Federal and State Tax ID numbers.
- Names of Owners, Principals and/or Officers. • The name, title, email address, mailing address, and telephone number of the officer authorized to represent the proposer in any correspondence, negotiations and sign any contract that may result.
- The project manager's name, title, email address, mailing address, and telephone number.

2. Project Understanding & Approach

Please determine whether your firm can execute the services outlined in "Exhibit A", specify which services your firm will use and why, describe your approach to executing them, and indicate if any third-party consultants are needed to fulfill these services.

3. Staffing Proposal and Staff Experience

Provide a staffing proposal that includes an organization chart of the proposed team and résumés of key personnel. Proposals must include the following information:

- Provide a single point of contact for the Project.
- Key personnel's resumes including name, title, education, experience, references, professional affiliations, certifications, licenses and registrations. Clearly define projects managed by those individuals in the role of an Owner's Representative (not Architect, Engineer, General Contractor or any other role on the Project). Clearly define projects managed by those individuals that are similar to this Project type in scope of work and purpose. Only include résumés for individuals that will be actively engaged in the Project.
- Identify any external sub-consultants and describe their roles and responsibilities with the project team.
- Describe the firm's contingency plan to respond with appropriate backup staff in the case of death, disability, illness or separation.
- The firm should have some experience with use of environmentally sustainable improvements.

4. Similar Project Experience & References

Please provide a chronological list of all projects completed by your firm in the role of Owner's Representative or Construction Manager during the last five (5) years. Do not include any projects that your firm or staff members were involved with while performing any role other than the Owner's Representative. Doing so will be grounds for rejection.

Please include the client's name, brief descriptions of the project, completion date, constructed value, the name of the proposed staff that was involved (and their role), and an owner reference including name, title, phone number, and email address. CAW reserves the right to obtain a copy of your contract with the client to verify project timing and your firm's role as an Owner's Representative or Construction Manager.

SECTION 4 - CRITERIA FOR SELECTION

Proposals will be evaluated using the following criteria:

- The specialized experience and technical competence of the firm as well as personnel who will manage the Project;
- The capacity and capability of the firm to perform the work, including specialized services, within the time limitations fixed for the completion of the Project;
- Demonstration of good faith efforts to achieve compliance with Federal, State, and local requirements;
- The firm's proximity to and familiarity with the area;
- The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules; and
- References from owners for whom Owner's Representative services have been performed.

SECTION 5 - CONTRACT AWARD

CAW will evaluate and rank responses to the Request for Qualifications based on the established selection criteria. Recommendation for contract award will be contingent on the successful negotiation of contract terms. If a contract cannot be successfully negotiated with the selected firm at a price determined to be fair and reasonable, CAW reserves that right to negotiate with another proposer.

SECTION 6 - GENERAL TERMS

1. Nothing contained here will create any contractual relationship between CAW and the firm submitting a proposal. Statements contained in the response of the successful proposer may become part of the agreement for services.
2. Information received from each firm will become the property of CAW.
3. CAW reserves the right to accept or reject any or all submittals, or any part thereof, or waive any irregularities or defects in same, and to award the contract to any firm deemed to be in the best interest of CAW.
4. CAW is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the response or subsequent negotiations of a contract for the services described herein.
4. The selected Owner's Representative is required to enter into an Agreement with CAW for the Project, which shall include but not be limited to the following terms and conditions:
 - Indemnification. Owner's Representative agrees to indemnify and defend and hold harmless CAW, together with its Commissioners, officers, employees, representatives, agents, successors and assigns from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Owner's Representative, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of services pursuant to this Agreement.
 - Insurance. Owner's Representative shall procure and maintain during the period of this Agreement insurance, as follows:

- (a) Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$2,000,000.
- (b) Commercial general liability which provides combined single limit coverage, including property damage and bodily injury, including:
- | | |
|-----------------|---|
| Death | \$2,000,000 each person
\$2,000,000 each occurrence |
| Property Damage | \$2,000,000 each person
\$2,000,000 each occurrence
\$2,000,000 general aggregate |
- (c) Automobile liability, which provides combined single-limit coverage, including:
- | | |
|-----------------|--|
| Death | \$2,000,000 each person
\$2,000,000 each occurrence |
| Property Damage | \$2,000,000 each accident |
- (d) Professional liability \$2,000,000 each occurrence
\$2,000,000 general aggregate

The commercial general liability policy shall be endorsed to cover the liability of the Owner's Representative hereunder. CAW shall be named as an additional insured on the commercial general liability and automobile liability policies and such insurance shall be primary and noncontributory with respect to any insurance maintained by CAW. Each such policy shall be written by a company, or companies licensed to do business in the State of Arkansas and acceptable to CAW. Certificates of Insurance shall be furnished to CAW prior to the commencement of the work. Each such policy shall provide that it shall not be canceled or altered without fifteen (15) days prior written notice to CAW. The Certificate of Insurance must state "Central Arkansas Water is an additional insured on a primary and noncontributory basis."

- Immunity Retention. By execution and performance of this Agreement, CAW does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of CAW, together with its Commissioners, officers, employees, representatives, agents, successors and assigns.

EXHIBIT A

1 - Preconstruction Phase Services

1.1. Except for the architect, which has already been selected, the Owner's Representative shall assist CAW in selecting, retaining, and coordinating the professional services of all consultants, surveyors, and testing laboratories required for the Project.

1.2. The Owner's Representative shall consult with and advise CAW on strategies for the procurement of all required professional services.

1.3. The Owner's Representative shall assist with the negotiation of all professional service contracts.

1.4. The Owner's Representative shall consult with and advise CAW concerning appropriate construction delivery methods, such as separate prime contractors and sequenced bid packages.

1.5. The Owner's Representative shall (1) coordinate the preparation by the architect of a written and graphic description of the program for the Project, including room uses, sizes and adjacency requirements, in accordance with CAW's goals and objectives; (2) prepare and submit to CAW a preliminary estimated schedule for completion of the design and construction of the project, the various major activities to be undertaken in connection with the project, and the approximate timing of the commencement and completion of such activities, which the Owner's Representative shall monitor and revise from time to time throughout the term of the Project; (3) assist CAW in establishing a Project budget based on a preliminary estimate of Project costs, including without limitation CAW's internal costs, which the Owner's Representative shall update with increased detail as the design of the Project progresses, and (4) manage the Project schedule and Project budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.

1.6. The Owner's Representative shall assist the architect in obtaining permits for the Project; coordinate with the various governmental agencies having permit responsibilities for the Project; represent CAW at meetings of the applicable governmental units; recommend to CAW appropriate policies or decisions to be followed on public matters affecting the Project; direct the architect to ascertain whether there are any significant building code or other governmental compliance issues; coordinate with the contractor the obtaining of necessary building permits or other necessary construction approvals for the Project; and advise CAW as to any material issues noted by the architect.

1.7. The Owner's Representative shall attend regular meetings with the design team and CAW during design development.

1.8. The Owner's Representative shall prepare and submit to CAW a preliminary estimated schedule for completion of the design and construction of the Project, the various major activities to be undertaken in connection with the Project, and the approximate timing of the commencement and completion of such activities, which the Owner's Representative shall monitor and revise from time to time throughout the Project term.

1.9. The Owner's Representative shall provide recommendations to CAW and architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project program, budget and schedule, and possible cost reductions and economies if and when necessary to reconcile the project Program, budget and schedule.

1.10. The Owner's Representative shall review and comment on the drawings and specifications for the Project as they are prepared by the architect. The Owner's Representative shall assist CAW in the evaluation and recommendation of appropriate design alternatives in light of CAW's Project program, budget and schedule, provided the Owner's Representative shall not assume any of the architect's responsibilities for design or any of the general contractor's responsibilities for construction means, methods or costs.

1.11. Upon approval by CAW of design development plans and specifications, the Owner's Representative shall (a) lead the process on behalf of CAW in reviewing and coordinating the preparation by the architect and other Project consultants of the construction documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the Project program, budget or schedule; or (ii) cause the Project to deviate from the approved drawings or requirements of CAW.

1.12. The Owner's Representative shall (a) prepare and update cost estimates for the estimated Project costs to be incurred by CAW in designing and constructing the Project. The Project cost estimate shall be general contractor grade with detailed material quantity "take-offs" and unit cost. The Project cost estimate shall also include a summary sheet with separate line items for each cost category included in the Project cost; with line items for anticipated contracts and subcontracts, and (b) evaluate pricing for alternative building and engineering systems.

1.13. The Owner's Representative shall revise such Project budget from time to time as the design of the Project is finalized, the working drawings are prepared, construction contracts for the Project are negotiated, awarded and executed and shall provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then current Project budget.

1.14. The Owner's Representative shall recommend modifications to the Project design, Project budget, Project schedule and Project program to reconcile each with the others, for final decision by CAW.

1.15. The Owner's Representative shall assist CAW in setting a final Project budget, based on the approved design and the Project program, Project schedule, Project cost estimate, and financial constraints identified by CAW. If CAW with the advice of the Owner's Representative, elects to proceed with separate Project construction contracts or separate bid packages, the Project cost estimate and final Project budget shall include a separate budget for each Project construction contract or bid package.

1.16. The Owner's Representative shall act as CAW's representative in coordinating and assisting the architect in the preparation of bid documents. The Owner's Representative shall manage the bid process and execution of contracts in accordance with CAW's requirements.

1.17. If any portions of the work are to be separated into separate bid sections, the Owner's Representative shall review the working drawings and make recommendations to the architect to (a) coordinate the work of the separate bid portions, (b) allocate the work to the separate bid portions, (c) provide the proper coordination for phased construction, and (d) advise CAW with respect to whether major portions of the work should be bid as separate prime contracts.

1.18. The Owner's Representative shall assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

1.19. The Owner's Representative shall review bids, prepare analyses and make recommendations to CAW for the award of a contract for the Project.

1.20. The Owner's Representative shall assist with the design, procurement and coordination of FF&E (Furniture, Fixtures and Equipment) Information Technology, Security, Audio/Visual, Signage, Testing Services, Temporary Facilities and other CAW directly procured building systems.

2 - Construction Phase Services

2.1. The Owner's Representative shall have the ability to perform construction management services required to manage multiple primes in lieu of a general contractor.

2.2. The Owner's Representative shall provide recommendations regarding each contractor's proposed mobilization schedule, temporary project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.

2.3. The Owner's Representative shall conduct pre-award conferences with the best and lowest respondent for a Project construction contract; advise CAW regarding the negotiation of business terms of each Project construction contract and advise CAW on the acceptability of contractors for the Project.

2.4. The Owner's Representative shall review and process vendor insurance certificates, surety bonds, sworn statements and waivers for contract compliance.

2.5. The Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment and monitor the purchase of such items.

2.6. After CAW awards each Project construction contract and before the contractor commences work on the site, the Owner's Representative shall assist CAW in the preparation of all necessary site logistics plans, traffic flow diagrams and

plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the rerouting of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

2.7. The Owner's Representative shall represent CAW in its communications with the architect, contractor, and consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to CAW concerning CAW's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise CAW concerning, change orders, submittals and requests for information.

2.8. The Owner's Representative shall (a) assist and review the processing of change orders, (b) advise CAW concerning the change orders necessity and recommended cost of change orders, and (c) negotiate, on CAW's behalf, all change orders with the contractor. The final Project budget and/or Project schedule, as applicable, will be revised to reflect approved change orders.

2.9. The Owner's Representative shall review applications for payment by the contractor and make written recommendations to CAW concerning the payment.

2.10. The Owner's Representative shall direct the contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, the Owner's Representative shall make recommendations to CAW for corrective action by the contractor and review the contractor's recommendations for corrective action.

2.11. The Owner's Representative shall coordinate the architect's review and approval of shop drawings, product data and other submittals by the contractor.

2.12. In conjunction with the contractor who has prime contractual responsibility, the Owner's Representative shall additionally review and advise CAW concerning the adequacy of the contractor's personnel and equipment, and the availability of materials and supplies to meet the contractor's schedules in relation to the Project schedule.

2.13. The Owner's Representative shall enforce the contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as CAW may require. Although the Owner's Representative shall not guarantee the performance by contractor, the Owner's Representative shall recommend courses of action to CAW when CAW or the Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when the contractor falls behind in its schedule; shall communicate recommendations, as directed by CAW, to the contractor on behalf of CAW; shall monitor the contractor's performance of such recommendations; and shall report the contractor's progress to CAW on at least a monthly basis.

2.14. The Owner's Representative shall notify CAW in writing, with photos and supporting documentation if the Owner's Representative becomes aware that the work of the contractor is not being performed in accordance with the requirements of the contract documents. As appropriate, the Owner's Representative shall have authority, with written authorization from CAW, to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is covered, installed or completed. The Owner's Representative shall review any and all test reports and notify CAW, the architect and the contractor, as appropriate, of deficiencies in the work of which the Owner's Representative becomes aware and shall advise CAW of projected consequences of such default and shall make recommendations to CAW with respect thereto. With the written authorization of CAW, the Owner's Representative shall reject work that does not conform to the requirements of the applicable contract documents.

2.15. The Owner's Representative shall advise CAW concerning the procurement of building materials by the contractor regarding budget and schedule implications.

2.16. The Owner's Representative shall attend the on-site review of the Project to confirm substantial and final completion of the construction of the Project and notify CAW when the Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

2.17. The Owner's Representative shall coordinate with the architect in its review of the work to enable the architect to determine the date of substantial completion. At the substantial completion by the contractor of the work, monitor the architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction, or repair. The Owner's Representative will consult with CAW and/or architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

2.18. The Owner's Representative shall obtain from contractor record drawings or, if required by the applicable project construction contract, "as-built" drawings, as construction completes.

2.19. Together with the architect and CAW, the Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.

2.20. The Owner's Representative shall complete the final close-out of the Project by (a) obtaining, or causing the contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (b) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (c) obtaining all affidavits, waivers, and releases the contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project, (d) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the contractors and the architect, (e) collecting and/or otherwise resolving any and all back charge claims that CAW may assert against any architect or contractor, including assistance with any legal proceedings instituted by the City and/or any architect or contractor and/or (f) representing CAW at meetings and/or inspections scheduled by CAW and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

3 - CAW Facility Analyses

3.1 To assist CAW in determining short and long-term space planning needs, CAW may engage the Owner's Representative to assist in the review of other CAW facilities.

3.2 This review of CAW facilities may include, but not necessarily be limited to:

- Assessing the ability of each existing building to serve current and future needs including its ability to accommodate the number of employees housed in each facility and identify if the building is meeting the overall needs of the department. Storage and accessory building needs may be included in the assessment.
- Assessing whether each building is best serving the intended role, and if such are optimally utilized in their current capacity. This includes determining if the structures and designs lend themselves to rearranging functions and/or departments.
- Identifying and making recommendations as to if any buildings should be renovated to improve efficiencies. This includes determining if the physical design and functional layout of facilities best meet departmental needs.
- Determining the modification or expansion potential of facilities based on building designs and site size, location and configuration. This could include reviewing alternate sites.
- Exploring the potential for consolidation, elimination or relocation of facilities (or portions thereof) including offices, common areas, meeting rooms, indoor and outdoor storage areas and parking to enhance efficiency, reduce costs and increase effectiveness of delivering municipal services.
- Working with CAW toward assigning priority and phasing of determinations made during the course of the review.