#### **City of Fayetteville Staff Review Form**

2019-0783

**Legistar File ID** 

12/3/2019

City Council Meeting Date - Agenda Item Only N/A for Non-Agenda Item

Wade Abernathy	11/15/2019	FACILITIES MANAGEMENT (140)
Submitted By	Submitted Date	Division / Department

## **Action Recommendation:**

Approval of an agreement for Construction Manager at Risk Services, procured thru RFQ 19-05, with Flintco, LLC for Phase 1 pre-construction services in a not to exceed amount of \$82,500 and authorizing a project contingency in the amount of \$10,000. At a later date, the city will consider a change order for phase 2 for the construction services which will establish a Guaranteed Maximum Price (GMP) for the new police headquarters facilities, and approval of a Budget Adjustment.

### **Budget Impact:**

Account Number			Fund			
46090.7900.8040		Police Bui	Police Building, Construction			
Project Numbe	r	P	roject Tit	le		
Budgeted Item? Yes		Current Budget	\$	39,041,643.00		
-		Funds Obligated	\$	5,426,966.73		
	_	Current Balance	\$	33,614,676.27		
Does item have a cost?	Yes	Item Cost	\$	92,500.00		
Budget Adjustment Attached? Yes		Budget Adjustment	\$	-		
-		Remaining Budget	\$	33,522,176.27		

Purchase Order Number:	Previous Ordinance or Resolution #	V20180321
Change Order Number:	Approval Date:	
Original Contract Number:		

**Comments:** 



#### CITY COUNCIL MEMO

#### **MEETING OF DECEMBER 3, 2019**

TO: Mayor and City Council

**THRU:** Don Marr, Chief of Staff

Paul Becker, Chief Financial Officer

Police Chief, Mike Reynolds

FROM: Wade Abernathy, Facilities and Building Construction Manager

DATE: November 15, 2019

**SUBJECT:** Construction Manager at Risk Services for the Police Headquarters

Facilities-Phase 1

#### **RECOMMENDATION:**

Approval of an agreement for Construction Manager at Risk Services procured thru RFQ 19-05, with Flintco, LLC, for Phase 1 pre-construction services in the not to exceed amount of \$82,500, and authorizing a contingency in the amount of \$10,000. Later, the City will consider a change order for Phase 2, for construction services. That change order will establish the Guaranteed Maximum Price (GMP) for the Police Headquarters Facilities.

#### **BACKGROUND:**

In April 2019, Fayetteville voters approved the public safety bond question 9 in the 2019 bond initiative, which included a new police headquarters, and identified \$38,801,126 for the new facilities.

In September, Resolution 202-19 authorized the approval of the Land Sale Agreement with the University of Arkansas System Division of Agriculture in the amount of \$2,590,000 for 11.50 acres with PD utilizing 10 acres and Fire utilizing 1.5 acres. The Close of the Land is ongoing.

A contract with Brinkley Sargent Wiginton for Architectural Services will go before council on November 19<sup>th</sup> for approval.

#### **DISCUSSION:**

The City of Fayetteville Purchasing Division managed the RFQ process of selecting a construction manager at risk for the Police Headquarters Facilities. The request for statement of qualifications (RFQ) was advertised on 9-3-19 with a deadline of 9-26-19. Ten responses were received. Three construction management firms were short listed for interview. The selection committee chose Flintco to negotiate a CMAR contract for the Police Headquarters. Their experience with Police facilities, gun ranges, and their local presence were among the deciding factors in their selection.



Contract for Construction Manager at Risk Services FAYETTEVILLE FOR THE CONSTRUCTION A NEW POLICE HEADQUARTERS FACILITY BETWEEN City of Fayetteville, Arkansas and Flintco, LLC

THIS AGREEMENT is made this _	day of			2019,	by	and	between	City	of
Fayetteville, Arkansas, acting by	and through its Mayor	(hereinafter called	CITY O	F FAYETTI	EVILL	E or (	CITY) and F	lintco,	LLC
(construction manager at risk, he	ereinafter called CMAR,	Construction Man	nager, or	FLINTCO	), and	d			

CITY OF FAYETTEVILLE from time to time requires professional CMAR services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and CMAR in consideration of their mutual covenants agree as follows:

CMAR shall serve as CITY OF FAYETTEVILLE's professional CMAR consultant in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a CMAR registered in the State of Arkansas and licensed by the Arkansas Contractor's Licensing Board.

- 1. Contracted parties and relationship:
  - a. This agreement shall be binding between all parties. Fees for CMAR services shall be provided as identified in appendices.
    - i. CMAR Tax identification number (TIN) ending in 1079
    - ii. CMAR Arkansas Contractor License No. 1976870620
    - iii. CMAR Secretary of State Filing No. 800188970
  - b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.
- 2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
  - a. Appendices included under this agreement include the following:
    - i. Appendix A: Scope of Services
    - ii. Appendix B: CMAR Fee Schedule
    - iii. Appendix C: RFQ 19-05, Construction Manager at Risk for Police Facilities
    - iv. Appendix D: Flintco's Response to RFQ 19-05
    - v. Appendix E: Flintco's current Certificate of Insurance
  - b. This agreement may be modified only by a duly executed written instrument signed by the CITY and CMAR.
  - c. ORDER OF PRECEDENCE: In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written

RFQ 19-05, Construction Manager at Risk for Police Facilities Page 1 of 23 Last Revised 11.18.19

amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) CMAR's response to RFQ 19-05 (d) City's published RFQ 19-05 and associated Addenda.

- 3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:
  - a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
  - b. Flintco, LLC: Attention: Brent Farmer, 184 E. Fantinel Blvd., Springdale, AR 72762

#### 4. General Provisions:

- i. ETHICS: All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Subsubcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- ii. When the Construction Documents, Guaranteed Maximum Price (GMP), and other descriptive documents defining the work are complete, they shall be identified and included in this Agreement by mutually agreed upon amendment to this Agreement.
- iii. Workmanship: The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- iv. MATERIALS FURNISHED BY OWNER OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from Construction Manager of defects, City and Design Professional shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.
- v. WORKSITE VISIT: Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- vi. Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.
  - 1. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.
- vii. COMPLIANCE WITH LAWS: Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.

- CHANGES IN THE LAW: The GMP, estimated Cost of the Work, Construction Manager's
  Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the
  Compensation for Preconstruction Services shall be equitably adjusted for additional
  costs or time needed resulting from Laws enacted after the date of this Agreement,
  including taxes.
- viii. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to Construction Manager, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement. Any equitable adjustment shall be approved by all parties.
- ix. Taxes and Permits: Construction Manager shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
  - 1. Construction Manager shall pay applicable taxes and permit fees associated with the entire project.
- x. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.
- xi. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use.
- xii. JOINT DRAFTING: All Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.
- xiii. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.
- xiv. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.
- xv. Where figures are given, they shall be preferred to scaled dimensions.

- xvi. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

  CMAR shall seek clarification from Design Professional for any discrepancies.
- xvii. In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to City and Design Professional for clarification. Design Professional's clarifications are final and binding.
- xviii. DEBARMENT AND SUSPENSION: By execution of this agreement, CMAR certifies that to the best of its knowledge and belief that the CMAR and its principals:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  - 5. CMAR understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.
  - 6. Certifications for subcontracts or subsubcontracts executed under this agreement shall include all language in this section.

#### 5. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. "Cost of the Work" means the total costs and discounts charged to the City.

- f. The "Construction Manager at Risk" (CMAR or CM) is the person or entity identified in this contract and includes Construction Manager's Representative.
- g. "Day" means a calendar day unless otherwise specified.
- h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.
- i. "Design Professional" means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.
- j. "Final Completion" occurs on the date when CMAR's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.
- I. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.
- n. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- o. "Overhead" means (a) payroll costs, burden, and other compensation of CMAR's employees in CMAR's principal and branch offices for work associated with this project.
- p. "Owner" is the City of Fayetteville, Arkansas (City).
- q. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.
- r. The "Parties" are collectively City and CMAR.
- s. The "Project," is the building, facility, or other improvements for which CMAR is to perform Work under this Agreement. It may also include construction by Owner or Others.
- t. The "Schedule of the Work" is the document prepared by CMAR that specifies the dates on which CMAR plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.
- u. "Subcontractor" is a person or entity retained by CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.
- v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.

- w. A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.
- x. A "Supplier" is a person or entity retained by CMAR to provide material or equipment for the Work.
- y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- z. "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- aa. "Worksite" means the area of the Project where the Work is to be performed.
- bb. "Bi-monthly basis" means every fourteen to sixteen calendar days.

#### 6. Contract Document Review and Administration

- a. Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.
- Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract
  Documents, Construction Manager shall promptly report them to the City and Design Professional.
  Following receipt of written notice from Construction Manager of defects, City shall promptly inform
  Construction Manager what action, if any, Construction Manager shall take with regard to the defect.
- Nothing in this section shall relieve CMAR of responsibility for its own errors, inconsistencies, or omissions.
- d. COST REPORTING: Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. City shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

#### 7. Warranty

a. Construction Manager warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's

- warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Construction Manager's warranty shall commence on the Date of Final Completion of the Project.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- c. Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Construction Manager shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.
- d. Correction of Work within Two Years
  - i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Construction Manager in writing. Unless City provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, City waives Construction Manager's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.
  - ii. If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to City.
  - iii. Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Construction Manager, City shall promptly provide Construction Manager with an accounting of the actual correction costs.

- iv. If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.
- v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.
- vi. Before final payment, at City option and with Construction Manager's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work.

#### 8. Safety of Persons and Property

- a. SAFETY PROGRAMS: Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.
- b. CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE: Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to City, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to City.
- c. Construction Manager shall provide City with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
  - Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.
- d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Construction Manager's safety program, may require Construction Manager to stop performance of the Work, take corrective measures satisfactory to City. If Construction Manager does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with City's reasonable request.

#### 9. Subcontracts:

a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Construction Manager agrees to bind every Subcontractor and Supplier, and require every Subcontractor to so bind its subcontractors and significant

- supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.
- b. Construction Manager agrees not to subcontract construction manager at risk related services without prior written consent from the City.

#### 10. Fees, Expenses, and Payments:

a. The maximum not-to-exceed amount authorized for this agreement is included in the breakdown shown below. Fees shall be paid to the CMAR as described in Appendix B.

#### b. Phase 1: Pre-Construction Services

i. The maximum not-to-exceed amount authorized for this phase is \$82,500.00 US Dollars. Fees shall be paid to the CMAR from the City based Lump Sum basis as described in Appendix B.

#### c. Phase 2: Guaranteed Maximum Price (GMP) for the construction of a new Police Headquarters

- i. If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by the City, then the GMP and its basis shall be set forth in a GMP Change Order.
- ii. In the event all Parties agree the drawings and specifications are sufficiently complete after bids are received, Construction Manager shall prepare and submit to the City in writing a GMP. The GMP proposal shall include the cost of the Work, Construction Manager's Fee, the clarifications upon which it is based, but shall not include compensation for Preconstruction Services (Phase 1).
- iii. FAILURE TO ACCEPT THE GMP PROPOSAL: Unless the City accepts the GMP Proposal in writing the GMP Proposal shall not be effective. If City fails to accept the GMP Proposal, or rejects the GMP Proposal, City shall have the right to:
  - 1. suggest modifications to the GMP Proposal
  - 2. terminate the Agreement for convenience
- iv. PRE-GMP WORK: Before City acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as City may specifically authorize in advanced writing.
- v. GMP shall include an itemized cost items from the CMAR, including but not limited to:
  - 1. Labor wages directly employed by Construction Manager in performing of the Work.
  - 2. Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
  - 3. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work.

- 4. Transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.
- 5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.
- 6. Payments made by Construction Manager to Subcontractors for work performed under this Agreement.
- 7. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.
- 8. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
- Cost of the premiums for all insurance and surety, performance or payment bonds which
  Construction Manager is required to procure or deems necessary and approved by City
  including any additional premium incurred as a result of any increase in the GMP at fixed
  rates approved by the City.
- 10. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.
- 11. Permits, taxes, fees, licenses, tests, royalties.
- 12. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
- 13. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office.
- 14. Water, power, and fuel costs necessary for the Work.
- 15. Cost of removal of all nonhazardous substances, debris, and waste materials.
- 16. Costs incurred due to an emergency affecting the safety of persons or property.
- 17. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee, which are reasonably inferable from the Contract Documents.

- d. Fees set for the construction of this project are intended to be executed upon agreement of all parties in a not to exceed form via change order. Due to the bond funding nature of this project, all parties agree payment to the CMAR shall be made as follows:
  - i. The City shall be responsible for a not to exceed cap.
  - ii. Final amounts shall be identified with a Change Order, pursuant to agreement of all parties of a Guaranteed Maximum Price.
- e. CMAR shall track, log and report expenses directly related to this Agreement along with invoice which shall include schedule of values for payment for each month. Invoices shall be itemized. Invoice and payment requests shall not exceed the percentage for work completed as defined.
- f. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise CMAR in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
- g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.
- h. Monthly invoices for each calendar month shall be submitted to City or such parties as City may designate for professional services consistent with CMAR's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by CMAR and approved by City. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.
  - i. Retainage in the amount of five percent (5%) will be withheld from each payment until project final completion.
  - ii. Upon Substantial Completion, the City may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which City have accepted.
- i. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, CMAR shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by CMAR to be set forth therein.
  - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against CMAR or sureties under this Agreement.

- 11. Project Bonding: Performance and payment bonding. After execution of this contract by all parties, CMAR shall provide a 100% separate performance and payment bond from a bonding company, licensed to do business in the state of Arkansas, to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office. Bonds shall be provided within ten (10) calendar days after GMP change order has been executed and approved by all parties.
  - a. Construction contracts for the project shall not be entered into between the CMAR and sub-contractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.
  - b. A maintenance bond shall be provided for the duration of the entire warranty period.
  - c. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

#### 12. Time:

- a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in a GMP Change Order to this Agreement (GMP) as a hard not to exceed date. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion and Date of Final Completion of the Work shall be established in a GMP Change Order.
- b. Time is of the essence with regard to the obligations of the Contract Documents.
- c. Unless instructed by City in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance and bonds.
- d. Schedule of Work: Before submitting its first application for payment, Construction Manager shall submit to City and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager.
  - i. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedencestyle critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work.
  - ii. Construction Manager shall update the Schedule of the Work on a bi-monthly basis or as mutually agreed by all Parties.
  - iii. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the GMP as a result of a delay described, Construction Manager shall give

City written notice of the claim. If Construction Manager causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

f. MONITORING PROGRESS AND COSTS: Following acceptance by City of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager shall provide written reports to City at intervals as agreed to by all Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

#### 13. Substantial Completion:

- a. Construction Manager shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly and accurately complete all items on the list.
- b. When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.
- c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- d. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Construction Manager the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe.

#### 14. Final Completion:

- i. Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- ii. When the Work is complete, Construction Manager shall prepare for City's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and

RFQ 19-05, Construction Manager at Risk for Police Facilities Page 13 of 23 Last Revised 11.18.19 based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

- iii. Final payment of the balance of the GMP shall be made to Construction Manager within thirty (30) Days after Construction Manager has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- iv. Final payment shall be due on Construction Manager's submission of the following to the City:
  - an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;
  - 2. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
  - 3. release of any liens, conditioned on final payment being received;
  - 4. consent of any surety; and
  - 5. any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.
- v. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.
- vi. ACCEPTANCE OF FINAL PAYMENT: Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- b. CMAR shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and before work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:
  - i. 'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (\_\_\_\_\_\_name of surety\_\_\_\_).'
  - CMAR shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

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#### 15. Liquidated Damages:

- a. SUBSTANTIAL COMPLETION: Liquidated damages based on the Substantial Completion date, to be determined in a GMP Change Order, shall apply.
  - i. City will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay City twenty-five hundred US dollars (\$2,500 USD) per calendar day as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date.
- 16. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
- 17. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
- 18. Venue: Venue for all legal disputes shall be Washington County, Arkansas.
- 19. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the CMAR shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.
- 20. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

#### 21. Insurance:

- a. Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in Appendix E.
- b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
- c. Construction Manager shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.
- d. To the extent commercially available to Construction Manager from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is

nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give City prompt written notice upon actual or constructive knowledge of such condition.

- e. Certificates of Insurance shall list the City as Additional Insured Parties.
- f. PROPERTY INSURANCE:
  - i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.
  - ii. Unless otherwise directed in writing by City, before starting the Work, CMAR shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:
    - the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;
    - 2. damage resulting from defective design, workmanship, or material;
    - 3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;
    - 4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;
    - testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and
    - 6. physical loss resulting from Terrorism.
  - iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This

insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

- iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.
- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, subcontractors, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.
  - 1. To the extent of the limits of Construction Manager's Commercial General Liability Insurance, Construction Manager shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Construction Manager to purchase and maintain additional liability coverage. Construction Manager shall provide:
  - i. Additional Insured. City shall be named as an additional insured on Construction Manager's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

- ii. OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.
- i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by CMAR. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.
  - i. ROYALTIES, PATENTS, AND COPYRIGHTS: Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.
- j. PROFESSIONAL LIABILITY INSURANCE: To the extent Construction Manager is required to procure design services, Construction Manager shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.
- 22. Professional Responsibility: CMAR will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to CMAR any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so CMAR can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of CMAR.

#### 23. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of CMAR:
  - i. Provide full information as to the requirements for the Project.
  - ii. Assist CMAR by placing at CMAR's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
  - iii. Assist CMAR in obtaining access to property reasonably necessary for CMAR to perform its services.
  - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CMAR and render in writing decisions pertaining thereto.
  - v. Review all documents and provide written comments to CMAR in a timely manner.
  - vi. The City of Fayetteville Facilities Director is the project representatives with respect to the services to be performed under this Agreement. The Facilities Director Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

- 24. Cost Opinions and Projections: Cost opinions and projections prepared by the CMAR relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on CMAR's experience, qualifications, and judgment as a CMAR professional.
- 25. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
  - a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. CMAR shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included with Appendix B.

#### 26. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
  - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
  - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that CMAR is given:
  - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
  - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
  - No amount shall be allowed for anticipated profit on unperformed services or other work,
  - ii. Any payment due to CMAR at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of CMAR's default.
- d. If termination for default is effected by CMAR, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to CMAR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CMAR relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action under Paragraphs above, CMAR shall:
  - i. Promptly discontinue all affected work (unless the notice directs otherwise),
  - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAR in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of CMAR to fulfill contractual obligations, it is determined that CMAR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the

convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

#### 27. Delays

- a. In the event the services of CMAR are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond CMAR's reasonable control, CMAR shall be entitled to additional compensation and time for reasonable documented costs incurred by CMAR in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by CMAR, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

#### 28. Rights and Benefits

a. CMAR's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

#### 29. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and CMAR which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or CMAR in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

#### c. Notice of Dispute

- i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
- ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give CMAR written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and CMAR shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of CMAR, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.
- **30. Sufficient Funds**: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to CMAR for services rendered by CMAR. All parties agree if funding should become insufficient to complete the project, CMAR shall be notified in a timely manner.

#### 31. Publications:

a. Recognizing the importance of professional services on the part of CMAR's employees and the importance of CMAR's public relations, CMAR may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to CMAR's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to CMAR, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of CMAR's activities pertaining to any such publication shall be for CMAR's account.

#### 32. Indemnification:

a. The CITY requires the CMAR to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the CMAR, or their employees, agents, Subcontractors, sub consultant and Suppliers of the CMAR.

#### 33. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. CMAR may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by CMAR as part of the Services shall become the property of CITY OF FAYETTEVILLE when CMAR has been compensated for all Services rendered, provided, however, that CMAR shall have the unrestricted right to their use. CMAR shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CMAR.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CMAR makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

#### 34. Additional Responsibilities of CMAR:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve CMAR of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. CMAR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by CMAR's negligent performance, except beyond the CMAR's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. CMAR's obligations under this clause are in addition to CMAR's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against CMAR for faulty materials, equipment, or work.

#### 35. Audit and Access to Records:

- a. CMAR shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. CMAR shall also maintain the financial information and data used by CMAR in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. CMAR will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
  - i. Negotiated prime agreements
  - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement
  - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
    - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of CMAR;
    - 2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
    - 3. If the sub agreement is terminated for default or for convenience.

#### 36. Covenant Against Contingent Fees:

a. CMAR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CMAR for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 37. Gratuities:

a. If CITY OF FAYETTEVILLE finds after a notice and hearing that CMAR or any of CMAR agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to CMAR terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and

remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

b. The CITY may pursue the same remedies against CMAR as it could pursue in the event of a breach of the Agreement by CMAR. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs CMAR incurs in providing any such gratuities to any such officer or employee.

#### 38. Clarification and Understanding of all parties:

- a. The citizens of Fayetteville voted to authorize the Fayetteville City Council to issue bonds to fund this project.
- b. All parties agree and acknowledge that all funds derived from the City's sale of the bonds may only be spent or used for purposes authorized by the City voters and applicable state law.
- c. The CMAR agrees to work with the City of Fayetteville to prominently display a bronze or comparable material plaque inside the Fayetteville Police Headquarters main lobby stating "The City of Fayetteville thanks the citizens and taxpayers of Fayetteville for their over \$XX million investment for the project name and year". Wording shall be finalized with the CITY prior to procuring the plaque.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and FLINTCO, LLC by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS	FLINTCO, LC
Ву:	By: Duta
Lioneld Jordan, Mayor	Brent Farmer, Vice President / Area Manager
ATTEST:	
By: Lisa Branson, Deputy City Clerk	
D-t- C:	Data Ciana d
Date Signed:	Date Signed:

END OF AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGER AT RISK SERVICES

# APPENDIX A - SCOPE OF SERVICES CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONSTRUCTION OF A NEW POLICE HEADQUARTERS AND RELATED FACILITIES

#### 1. General Conditions

- a. CMAR shall provide construction manager at risk services to the City for bidding, construction observation and ancillary services, including coordination with the Design team to prepare necessary documents for permitting approval through the Large-Scale Development process, necessary to construct an, at minimal, LEED Silver (or greater) for the construction of a new police headquarters for the City of Fayetteville Police Department. This minimum LEED Silver certified headquarters of approximately 56,000 square feet includes additional support buildings and an indoor shooting range of approximately 25,000 square feet. The site is up to 10 acres and will include approximately 230 secured parking spaces and 77 public spaces.
- b. The bond issue passed by the citizens of Fayetteville identified the bond issue approved by the citizens of Fayetteville provides funding for the project.
- c. The City of Fayetteville has completed a Space Needs Assessment, dated July 2018, identifying space needs through 2038. It is intended for this Study to serve as the starting point for design. The new headquarters and related facilities shall achieve a minimum standard of LEED Silver Certification as designated by the U.S. Green Building Council (USGBC.).
- d. Construction contracts for the project shall not be entered into between the CM and sub-contractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.

#### 2. Construction Manager's (CMAR) Responsibilities:

#### a. General Responsibilities

- i. Provide industry standard construction manager services, including but not limited to development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.
- ii. Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents.
- iii. Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.
- iv. Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.
- v. Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.
- vi. Construction Manager understands the following conditions of urgency for this project as it relates to bond funds issued by the City
  - 1. Time is of the essence, given understanding and acknowledgement the City shall have this project completed no later than **June 30, 2022**.
  - 2. Construction time established shall be in accordance with completing the project as previously stated.

Contract for Construction Manager at Risk Services – Police Headquarters and Related Facilities

Appendix A - SCOPE OF SERVICES

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#### b. Construction Personnel and Supervision

- i. Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify City in writing of the name and qualifications of its proposed superintendent(s) and project manager, so City may review qualifications. If, for reasonable cause, City refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for City review.
- ii. Construction Manager shall be responsible to City for acts or omissions of entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.
- iii. Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If City determines a person(s) does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of City's written notice to do so.
- iv. CONSTRUCTION MANAGER'S REPRESENTATIVE: Construction Manager's authorized representative shall be approved by the City. Construction Manager's Representative shall possess full authority to receive instructions from City and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify City in writing.

#### c. CLEAN UP

- i. Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.
- ii. If Construction Manager fails to commence compliance with cleanup duties within two (2) calendar days after written notification from City of non-compliance, City may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

#### 3. Phase 1: General Pre-Construction Services

#### a. Conceptual Estimate

- CMAR identifies it has a long history of providing accurate and efficient estimating and budgeting services. The budgeting process shall begin with the development of a conceptual estimate.
  - The conceptual estimate will be developed with minimal information, such as program goals and building square footage using an extensive cost database of educational facilities, which is managed with software licensed by the CMAR. CMAR shall apply those costs to the project to accurately establish preliminary

- budget expectations. Upon establishing realistic budget expectations for the project, CMAR shall further develop a conceptual estimate based on the specific size, location, and use of the project.
- ii. A detailed conceptual estimate shall include information such as an itemized breakdown of all direct construction costs, expected quantities of all work items, preliminary specification expectations, preliminary general condition and fee costs, and a detailed list of scope assumptions. The conceptual estimate shall become the basis on which all other estimates are based.
- iii. CMAR guarantees the conceptual estimate, which may include up to a 10% contingency between the City and CMAR, to be within 3% of the final GMP.
- iv. PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to City and Design Professional.
- v. CONSULTATION: CMAR shall attend regular meetings as scheduled by the Design Professional with project team. Construction Manager shall consult with City and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.
- vi. SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and City approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of City, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, City occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to City. If the Project is to be completed in phases, Construction Manager shall make recommendations to City's Design Professional regarding the phased issuance of the drawings and specifications.

#### vii. Estimates

- 1. When City has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.
- 2. When schematic or preliminary design documents have been completed by Design Professional and approved by City, Construction Manager shall prepare for the review of Design Professional and approval of City, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall

- update and refine this estimate at appropriate intervals agreed upon by all Parties.
- 3. When design development documents or documents of comparable detail have been completed by Design Professional and approved by City, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by City. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by all Parties.
- 4. If any estimate submitted to City exceeds previously approved estimates, Construction Manager shall notify and make recommendations to City.
- 5. TEMPORARY FACILITIES: Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.
- 6. LONG-LEAD-TIME ITEMS: Construction Manager shall recommend to City and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.
- 7. SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS: Construction Manager shall have the capability to sub-contract portions of work with written approval from the City and in coordination with the City's Procurement laws and Arkansas state laws.
- 8. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with City regarding equal employment opportunity and affirmative action programs.
- 9. CONSULTANTS: Construction Manager shall assist City in coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.
- 10. PERMITS: Construction Manager shall assist City in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.
- 11. OTHER PRECONSTRUCTION SERVICES: Construction Manager shall provide such other preconstruction services as are agreed upon by all Parties and identified in an attached exhibit to this Agreement.

#### b. Schematic Design

- i. Coordinate with the Design Team to and identify LEED design principles that may impact design, cost, and LEED evaluation for a minimum certification of Silver.
- ii. Evaluation of the site based upon topography, utilities, and environmental Conditions

- iii. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- iv. Participate in meetings with architectural team, City staff to review building square footage, required utilities, drainage, zoning and traffic needs to develop Schematic Design Documents.
- v. Attend Pre-Development meeting and address points of clarification regarding the project.
- vi. Review and provide feedback to Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule (15% plan review). Also review and provide feedback to necessary documents for Large-Scale Development review through the City Planning Office.
- vii. After receiving schematic design comments, coordinate with Design Professional and applicable divisions to resolve comments in preparation for review by Planning Commission.
- viii. Respond in writing to all comments on plans, as necessary
- ix. Coordinate with private utilities and service providers
- x. Design Professional will be responsible for presenting plans to the Planning Commission for Large-Scale Development approval
- xi. Provide a schematic cost estimate and conceptual project schedule.

#### c. **Design Development Phase**

- i. CMAR shall serve as an involved party during the Design phase with the City's selected architect team. CMAR shall work synergistically alongside architectural team to ensure project costs are aligned with the conceptual estimate.
- ii. Each aspect of the project, including material selection, construction installation means and methods, product lead times, and market conditions, shall thoroughly be discussed and the estimate shall be updated in real time.
- iii. As the need arises, CMAR shall consult with local subcontractors and suppliers to get opinions of probably cost on any unique items or materials the design is proposing. With real time updates to the estimate, CMAR shall deliver a Design Development Estimate at the time the design team delivers the Design Development documents. This shall result in the elimination of a pause in design work in order for a Design Development budget to be established.
- iv. CMAR shall define and develop all trade bid packages. Bid packages shall be reviewed and approved by the City of Fayetteville Purchasing Division prior to being released for the bidding process. All communication for trade package review shall be coordinated through the City Purchasing Division. The City Purchasing Division shall be solely responsible for management and oversight of the bidding process for all trade packages.
- v. Coordinate with the architectural team to prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City staff for review and approval. (50% plan review). Components to include:
  - 1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
  - 2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Fire Protection and landscaping
  - 3. Exterior elevations, rendering and color palette
  - 4. Building sections and details
  - 5. Interior elevations, casework and millwork elevations

- 6. Drainage Study and calculations, as required by City
- 7. Report addressing all City's Design Criteria and Code requirements
- vi. Assist architectural team to respond in writing to all City comments on plans
- vii. Assist architectural team in coordination of final utility plans
- viii. Facilitate with architectural team and City cost-benefit analyses to determine most costeffective construction after evaluation of life-cycle cost impact.

#### d. Construction Documents Phase

- i. Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems which could impact Construction Manager's ability to perform the Work in an expeditious and fiscally responsible economical manner. Construction Manager shall issue a report to City and Design Professional for review and action as appropriate. In addition, Construction Manager shall promptly report to City and Design Professional any errors or omissions which it discovers in the drawings and specifications.
- ii. Bid packages shall be developed for all facilities identified
- iii. Bid packages shall be developed to accurately bid the procurement of trade contractor and supplier contracts. Bid packages shall be inclusive and encompass a portfolio of all the documents need to take part in the project. Potential bidders shall be given a description of skills and qualification requirements needed to complete the project on time, and within budget, and meet quality requirements.
- iv. Unique bid packages shall be developed for each trade and be customized to reflect requirements due to project location, complexity, schedule requirements, and current construction economy. Bid packages may be combined when practically and financially feasible, or when an economy of scale savings can be obtained. Partial bid packages can also be constructed when project requirements are unique and limited to a small number of skilled craftsmen. The ability to submit partial bid packages shall be encouraged to enable small, local firms within the community to participate. The final make-up of the bid packages shall ensure the most cost-effective procurement process for the project and offer the City the greatest overall value. Bid packages at a minimum shall include:
  - 1. Design documents
  - 2. Detailed specifications
  - 3. Synopsis of the project
  - 4. Timelines for overall project completion and including timelines for subcontractor's completion
  - 5. Project background information
  - 6. A detailed scope of work required for each trade
- v. Assist architectural team in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City for cost analyses. (90% plan review).
- vi. Attend follow up meetings with City Development Services and Fire Marshall
- vii. Complete final coordination with private utilities and service providers
- viii. Assist Design Professional team to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and CMAR prepared Cost Estimate and schedule to:
  - 1. City of Fayetteville Development Services for review and approval (100% plan review)

- ix. Assist architectural team in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
- x. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

#### e. Bid Phase

- i. All trade contracts shall be publicly bid by the City of Fayetteville Purchasing Division. If CMAR chooses to pursue a specific scope of work as a Trade Contractor, it shall do so at the same guidelines and requirements as outlined by the bid packages stipulated to all bidders and shall submit a bid for any trade package a minimum of 24 hours prior to the bid deadline established by the City of Fayetteville Purchasing Division. This ensures a competitive and equal bidding opportunity for all parties.
  - 1. All overhead costs and fees shall be included in the bids submitted by the CMAR for self-performed work. There shall be no additional charges to the City. Any trade bid submitted by the CMAR shall be a sealed bid, in the same manner as all other subcontractors and suppliers and in advance as previously described.
- ii. Coordinate with CMAR and City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Policies.
- iii. Assist Design Professional in providing an electronic set of bid documents to the City Purchasing Division. The City Purchasing Division will be responsible for distribution to all interested parties and for management of a project plan holder listing.
- iv. CMAR's or designated representative shall be in attendance for the pre-bid meeting and shall be available as needed to finalize addendum documents. Final clarifications and responses shall be issued to all interested parties via formal addenda to ensure all parties receive the information at the same time.
- v. Coordinate with architect team and City Purchasing Division during any process involving Request for Information (RFI).
- vi. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same manner as other interested parties and in advance as described.
- vii. Bid opening shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance by the City Purchasing Division.
- viii. All bid shall be submitted to the City of Fayetteville Purchasing Division.
- ix. The bid tabulation shall be constructed by the City. Due to the fact the CMAR may wish to self-perform, the CMAR shall not assist in the preparation of the bid tabulation unless the CMAR does not bid on any trade packages.
- x. Once subcontractor and supplier bids have been confirmed to be complete and each company's ability to complete the project has been confirmed, the CMAR shall make recommendations to the entire project team for review. The 'open book' nature of this process shall ensure the most qualified responsive responsible bidder is contracted with for each trade. All parties shall agree to all subcontractors in advance of GMP.
- xi. CMAR shall coordinate with the Architect's to prepare Recommendation of Award Letters that includes the following required content:
  - 1. Check for and identify math errors and any mathematical discrepancies
  - 2. Review for unbalance bid items
  - 3. Explanation of discrepancies between the final estimate and bids. Provide value engineering services as necessary to insure the project is being designed within the established budget.

- 4. Coordinate with City and Design team to develop a Value Engineering list, if necessary, at no additional fee.
- 5. Recommendation to award
- xii. Attend City Council meeting(s) related to any change orders.
- xiii. Produce and transmit to selected contractor electronic versions of project manuals ready for execution with City's Notice of Intent to Award (NOI).
- xiv. Attend City Council meeting(s) for the recommendation for award of Contract(s) for Construction.

# 4. Phase 2 (applicable upon successful change order authorized by all parties) CMAR Services with a Guaranteed Maximum Price (GMP):

#### a. Construction Administration

- i. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.
- ii. Attend Pre-Construction meeting and conduct regular, as jointly determined by City and Design Professional, construction progress meetings, OAC.
- iii. Coordinate with City and Architect on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
- iv. Design Professional is contracted to provide regular construction administration services. CMAR shall provide field services, progress meetings, and progress payment review and assistance on a bi-monthly basis.
- v. Review site visit report from the architectural team, City of Fayetteville Facilities Management Division at least one (1) time per month.
- vi. Coordinate with the Design Professional to conduct Substantial Completion Inspection. CMAR shall create punch list, substantiate that items noted are completed. Design Professional to issue Substantial Completion Certificate.
- vii. City of Fayetteville Facilities Management Division and CMAR, shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.
- viii. Facilitate Pre-Construction meeting and conduct regular, as jointly determined by City and Design Professional, construction progress meetings to include City Development Services Department.
- ix. Provide Construction Administration.
  - 1. Review, log and approve submittals, shop drawings, Request for Information etc.
  - 2. Review Construction Materials Testing reports.
  - 3. Prepare, review and submit applications for payment.
  - 4. Coordinate with architect team on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
- x. Conduct Substantial Completion Inspection, coordinate with architect team to review, supplement and finalize punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

#### b. Change Order Management

i. A change order or variation request shall identify a verified change in scope from what is documented in the project contract. CMAR shall completely state the extent and implications of any change in design or scope of work to provide a clear baseline for the ensuing discussions between all parties. Within the collaborative culture of the project, any participating organization that identifies a change in the contracted scope of works is expected to report that change and provide evidence to support it. Common sources of change order generation include:

- 1. DESIGN MODIFICATIONS: Involves revisions to contract documents which shall only be initiated by the City.
- 2. ADDITIONAL OR REDUCED SCOPE OF WORK: At the City's discretion, the contract scope of may be expanded as a result of enhancements to the design or reduced because of budget considerations and value engineering.
- 3. CITY DIRECTED SCHEDULE ACCELERATION OR SLOWDOWN: Based on the City's directive to modify the contractor's planned performance on a project which may cause additional costs to be incurred as a result of acceleration or delay requirements.

#### c. Scheduling

- i. Pre-Construction Phase: Scheduling the Pre-Construction phase of the project is critical and requires a team effort between the City, Design Professionals, and the Construction Manager. A successful collaborative effort will ensure the construction phase of the project begins on time. Pre-Construction schedule shall provide the following
  - 1. Design durations and milestones
  - 2. Durations for local government approval processes
  - 3. Milestones for Owner decisions, such as product colors
  - 4. Estimating durations and milestones for update submissions
  - 5. Milestones for ordering long lead time products
- ii. Construction Phase: CMAR project management team shall utilize extensive facility construction experience and understanding of proper sequencing of construction activities to produce accurate and realistic schedule expectations. Tasks and guidelines used in schedule creation and maintenance include the following:
  - 1. Schedule all submittal and approval tasks
  - 2. Structure the schedule by phase
  - 3. Milestones, such as notice to proceed, rebar delivery, slab completions, steel delivery date, building dry-in, HVAC start-up, etc.
  - 4. Update the schedule every 15 days
  - 5. Review the schedule with subcontractors weekly
  - 6. Report to the team any schedule impact occurrence
- iii. Schedule Adherence: Creating and maintaining strong schedules shall be taken very seriously. As the Construction Phase approaches the Pre-Construction Team shall partner with the Construction Team and ensure the schedule milestones and demands are thoroughly communicated.
  - 1. During the Construction Phase the schedule shall be constantly monitored by the Project Manager and Superintendent. The Superintendent shall create a "three week look ahead" schedule for the entire Project Team Owner, Architects, Engineers, Subcontractors, etc to ensure schedule expectations are thoroughly communicated. These schedules, along with other objectives, shall be discussed at weekly progress meetings with the entire project team. Minutes of these meetings shall be issued weekly to all parties to ensure all parties maintain evaluation of the project and schedule at all times. Any changes to this schedule shall be discussed with the City as well as other project team members regularly to encourage project efficiency and collective team synergy.

#### d. Cost Control

- i. CMAR shall be responsible for cost control the project and completing the project on time and within budget. CMAR shall maintain quality-control tests to ensure no cost overruns are encountered.
- ii. CMAR shall be responsible for the project's budget.
- iii. Should the City initiate changes or should unforeseen circumstances arise, CMAR shall work within the budget without incurring burdensome extra costs.

#### e. Quality Control

- i. CMAR shall employ highly trained and committed staff that applies quality control measures to ensure oversight to all aspects of the project. Aspects of the CMAR's Quality Control Program shall include but not be limited to:
  - 1. Pre and Post Install Meetings ensure all parties know and understand responsibilities before a task is started and quality checks after the task is completed
  - 2. Subcontractors shall be required to install quality work which meets or exceeds the plans and specifications. Steps to correct deficient work shall be at the CMAR's expense.
  - 3. Storm Water Best Managed Practices (BMPs) shall installed prior to the start of construction and maintained throughout construction
  - 4. Software Implementation
  - 5. 3rd Party Testing reports will be shared with the design team and City
  - 6. Material storage and maintenance ensure no material is damaged by weather
  - 7. Daily inspections by Superintendent
  - 8. Diligent housekeeping
  - 9. Bi-monthly City--Architect-Contractor Meetings (OAC meetings)

#### f. Site Security

- i. CMAR shall take proper security measures to protect property and the general public. Project security measures shall include but not be limited to:
  - 1. Site perimeter fence with controlled access through all gates
  - 2. Security Camera Monitoring
  - 3. Coordinated and well-defined traffic control

#### g. Site Coordination

- i. CMAR shall apply effective communication to the entire team of construction activities. CMAR shall ensure the site to be highly coordinated in order to be efficient, safe, and cost effective. CMAR shall coordinate with the team in the following ways, at minimal:
  - 1. Pre-Construction Meeting
  - 2. Pre-installation (Project Requirements Review) meetings with the subcontractors
  - 3. City, Design Professional and CMAR Meetings
  - 4. Weekly Subcontractor Coordination Meetings
  - 5. Daily communication between office and field personnel

#### h. Project Close Out

- i. Provide Warranty Administration Services during the entire Warranty Period. Architect shall issue Warranty Reports and review items after the CMAR has notified the City that these items are complete.
- ii. Produce and provide services as needed during the project close out process.

- iii. Obtain and review close out submittal from the contractor for completeness before transmitting to the City which includes but is not limited to:
  - 1. Punch Out
  - 2. Project Directory
  - 3. Substantial Completion
  - 4. Final Inspection
  - 5. Certificate of Occupancy
  - 6. Commissioning
    - a. Start up and testing reports
    - b. Building commissioner report
    - c. Training records
  - 7. Final Documentation
    - a. Warranty information
      - i. CMAR's Statement of Warranty
      - ii. Manufacturer's Warranties
      - iii. One Year Materials & Workmanship from each Subcontractor
      - iv. Special Requested Warranties
    - b. Approved Submittals for each scope of work
    - c. As-Built Drawings and notes
    - d. Release of Liens and Lien Waivers
    - e. Consent of surety
    - f. Material Safety Data Sheet (MSDS)
    - g. Operator and Maintenance Manuals
      - i. O&M for Plumbing, Electric, HVAC, & Misc. Equipment and Systems
    - h. O&M manuals and all as-builts shall be provided in a neat organized fashion, in a bound format, tabbed and labeled by trade
      - i. The final O&M manuals and as-builts shall also be provided in an electronic format
    - i. Spare parts and maintenance products
  - 8. Final Completion
    - a. Review final as-built drawings for accuracy (as-builts to be provided by CMAR).
- iv. Issue Final Completion and Acceptance letter to the City recommending acceptance.
- v. Final retainage released upon City approval

#### 5. City Responsibilities:

- a. Right of entry to the properties
- b. Adjacent property owner notifications and public meeting notices.
- c. Previous available surveys, reports, etc.
- d. Paying all plan review fees and advertising costs.
- e. Furnishing all permits and providing permit review fees.
- f. Provide basemap drawing based upon city planimetrics showing contours, structures, right-of-way, property lines, easements, and all utilities including private sewer service connections.
- 6. CMAR Fee Schedule: Refer to Appendix B

## APPENDIX B— CMAR FEE SCHEDULE CONSTRUCTION MANAGER AT RISK SERVICES FOR THENEWPOLICE HEADQUARTERS AND RELATED FACILITIES

## 1. Compensation for Preconstruction Phase Services

- a. The Construction Manager's Fee for Preconstruction Phase Services shall be a not-to-exceed lump sum of \$82,500.00.
- b. Any miscellaneous costs associated with the delivery of preconstruction services (printing, advertising, etc.) shall be invoiced at direct cost of the item without markup or profit for the Construction Manager.
- c. Travel outside of the State of Arkansas, if required, is not included in the not-to-exceed amount for this phase and will be billed as a reimbursable expense based on actual documented cost.
- d. If the Preconstruction Phase services covered by this Agreement have not been completed within (365) days of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.
- e. The Fee for Preconstruction Phase Services shall be invoiced as follows:
  - i. 25% upon completion of Conceptual Estimate
  - ii. 25% upon completion of Schematic Estimate
  - iii. 25% upon completion of Design Development Estimate
  - iv. 25% upon completion of Bidding Phase
- f. Rates are as follows:

i. Project Director	\$120.00/hr
ii. Preconstruction Man	ager \$100.00/hr
iii. Sr. Project Manager	\$95.00/hr
iv. Sr. Superintendent	\$95.00/hr
v. Project Manager	\$90.00/hr
vi. Superintendent	\$85.00/hr
vii. Estimating Assistant	\$70.00/hr
viii. Chief Scheduler	\$70.00/hr
ix. Technology Coordina	tor \$55.00/hr

## 2. Compensation for Construction Phase Services

a. The Construction Manager's Fee for Phase 2 CMAR Services with a Guaranteed Maximum Price (GMP) listed in Appendix A is to be determined upon issuance of change order for this phase of services.



City of Fayetteville, AR Purchasing Division, Room 306 113 W. Mountain Street Fayetteville, AR 72701 Phone: 479-575-8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

## **RFQ (REQUEST FOR QUALIFICATIONS)**

RFQ 19-05, Construction Manager at Risk for Police Facilities

DEADLINE: Thursday September 26, 2019 prior to 2:00:00 PM, local time

**DELIVERY LOCATION:** Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, <a href="mailto:lmcgaugh@fayetteville-ar.gov">lmcgaugh@fayetteville-ar.gov</a>
DATE OF ISSUE AND ADVERTISEMENT: 9.3.19, 9.4.19, and 9.5.19

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes tabeled with the project name, contact name, and address of the Proposer. RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and name and address of the firm.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm:	401	C. Y			
Contact Person:	No Hair	<b>)</b>	Title:		
E-Mail:	Chil Colli		Phone:		
Business Address:	<del></del>				
City:		_ State:		Zip:	
Signature:			Date:		

## City of Fayetteville, Arkansas Request for Statements of Qualification RFQ 19-05. CMAR for Police Facilities

The City of Fayetteville is accepting statements of qualifications from construction management firms licensed to do business within the State of Arkansas to provide, construction management / general contractor (CM/GC) services as a construction management at risk (CMAR) / guaranteed maximum (GMP) project for the LEED certified construction of a new Police Headquarters for the Fayetteville Police Department.

Professional Services required include:

- 1. Ensure all funds are spent in accordance with State of Arkansas Procurement laws
- 2. Guaranteed maximum price construction

3. Estimating
4. Sub-contractor bidding
5. Project and change order pricing
6. Street Demolition
7. Schedule control
8. Cost reduction and control
9. Project coordination
10. Project close out
11. Warranty

To be considered, statements of qualification shall be received at the City Administration Building, City Hall,
Purchasing – Room 306, 113 West Mountaint Fayetteville, Arkansas by Thursday September 26, 2019 before
2:00:00 PM, local time.

Forms & addendums can be downloaded from the City's web site at http://fayetteville-ar.gov/bids. questions regarding the process should be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov or (479)575-8220.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also,

City of Fayetteville, AR RFQ 19-05. CMAR for Police Facilities Page 2 of 23

City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh

Title: Purchasing Agent Ad dates: 9.3, 9.4. and 9.5.19

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SECTION:	PAGE NUMBER
Cover Page	01
Advertisement	04
SECTION A: General Terms & Conditions	05
SECTION B: Vendor References	12
SECTION C: Signature Submittal	13
SECTION D: Project Summary and Scope of Work	16
SECTION E: Draft Agreement for Architectural Services – to be issued via Addendum or negotiated after selection	

CMAR for Police Facilities
CMAR for Police Facilities
CMAR for Police Facilities

## 1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- **a.** A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in these documents as equal to statement of qualification.
- **b.** A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- c. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are also allowed to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, coversheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms projected by the City for completion.
- d. All Proposers shall submit eight (8) identical paper copies of their statement of qualification as well as one (1) electronic copy on a properly labeled CD or other electronic media device. The electronic copy submitted should be submitted as a SINGLE FILE in format acceptable to Adobe in a save able format. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- **e.** Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposer documents will not be available until after a valid contract has been executed and at that time only for the intended selection.
- **f.** Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in scaled envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- **h.** Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- i. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- **k.** Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

## 2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via email to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

## 3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- **a.** The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- **b.** The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- **c.** The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical promaterial errors in the request for statements of qualification or resulting submittal.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

## 4. **EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be twarded to the most qualified Proposer, per the evaluation criteria listed in this RFQ. Proposers are not guaranteed to be ranked.

## 5. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

## 6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

#### 7. CONFLICT OF INTEREST:

- **a.** The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

## 8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

## 9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- **b.** The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

## 10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

#### 11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

## 12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Reedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

## 13. <u>CITY INDEMNIFICATION:</u>

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

## 14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

## 15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

## 16. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

## 17. CANCELLATION:

- **a.** The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- **b.** Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Navetteville.
- **d.** In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

## 18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- **a.** The CMAR shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal subjected as a result of this RFQ.
- b. In the event of a corporate acquisition and/or merger, the CMAR shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

## 19. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

## 20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

## 21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the Fayetteville City Council for approval and signature of the Mayor.

## 22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFQ form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response. Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

## 23. LOBBYING:

Lobbying or communicating with selection committee members, City of Faveteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal eptity iffiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities or communication shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, respect for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

## 24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred company with the federal, any state, or local government.

#### 25. OTHER GENERAL CONDITIONS:

- **a.** Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- **b.** The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- **d.** If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- e. Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (<a href="mailto:lmcgaugh@fayetteville-ar.gov">lmcgaugh@fayetteville-ar.gov</a>). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (<a href="mailto:lmcgaugh@fayetteville-ar.gov">lmcgaugh@fayetteville-ar.gov</a>) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- **g.** At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFQ's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of julisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of City of Fayetteylle. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior lens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

#### 26. INSURANCE:

- **a.** Any project selected under this RFQ shall require professional liability insurance in the amount of \$5 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar days after contract award. The City reserves the right to provide builder's risk insurance in the event it results in a cost savings to the overall project.
  - i. Professional/Comprehensive General Liability Insurance: Minimum \$5 million
  - ii. Builder's Risk (if not provided by the City)
  - iii. Worker's Compensation: Statutory amount
  - iv. General Automotive Insurance as required by state law

## 27. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

- 1. 30 Points Specialized experience and technical competence of the firm with respect to the type of professional services required
- 2. 25 Points Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project
- **3.** 25 Points 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 deadlines
- 4. 20 Points Firm's proximity to and familiarity with the area in which the project is located

\*\*\*\*NOTE: Fees shall NOT be included with any statement of qualification. Price shall not be a considered a factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

City of Fayetteville, AR RFQ 19-05, CMAR for Police Facilities Page 11 of 23

# City of Fayetteville RFQ 19-05, CMAR for Police Facilities SECTION B: Vendor References

The following information is required from all firms so al	statements of qualification may be reviewed and properly evaluated:
COMPANY NAME:	
NUMBER OF YEARS IN BUSINESS:	_HOW LONG IN PRESENT LOCATION:
TOTAL NUMBER OF CURRENT EMPLOYEES:	FULL TIME PART TIME
NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT	: FULL TIME PART TIME
PLEASE LIST FOUR (4) REFERENCES IN WHICH CMAR HAS (5) YEARS FOR PROJECTS OF SIMILAR SCOPE AND SIZE <u>(A</u>	PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST Il fields must be completed):
1.	2.
1COMPANY NAME	COMPANY NAME
CITY, STATE, ZIP	CITY, STATE, YR
CONTACT PERSON	CONTACT PERSON
TELEPHONE	TELEPFONE
FAX NUMBER	EAX NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS
TELEPHONE  FAX NUMBER  E-MAIL ADDRESS  3.  COMPANY NAME	4COMPANY NAME
CITY, STATE, ZIP	CITY, STATE, ZIP
CONTACT PERSON	CONTACT PERSON
TELEPHONE	TELEPHONE
FAX NUMBER	FAX NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS
E-MAIL ADDRESS	E-MAIL ADDRESS

City of Fayetteville, AR RFQ 19-05, CMAR for Police Facilities Page 12 of 23 City of Fayetteville RFQ 19-05, CMAR for Police Facilities SECTION C: Signature Submittal

#### 1. Disclosure Information

Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville or Fayetteville Police Department, including, but not limited to, any relationship with any City of Fayetteville or Fayetteville Police Department employee. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Fayetteville employee, Fayetteville Police Department employee, or elected City of Fayetteville Official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING I	TWO OPTIONS, AS IT APPRO	PRIATELY APPLIES OF	OUR FIRIVI:	
1) NO KNOWN RELAT	FIONSHIP EXISTS			
2) RELATIONSHIP EXIS	STS (Please explain):	CIII. C		
I certify that; as an officer of this organ the information provided herein is accu Opportunity and Non-Discrimination re 2. Additional Information	urate and true; and no orga	anization shall comply	n, I am duly authorized to c with all State and Federal E	ertify qual
At the discretion of the City, one or mo	1 01	<u>.</u>		
firms, which may also include oral intermail address, and phone number (prefectarification or interview via telephone)  Name of Firm:	rviews NOTE: Each Propose rably a cell phone number)	r shall submit to the Ci	ty a primary contact name,	
Name of Primary Contact:			_	
Title of Primary Contact:			-	
Phone#1 (cell preferred):	Phone#2:			
E-Mail Address:				
3. Please acknowledge receipt of addend	Ia for this invitation to bid, i	equest for proposal, o	r request for qualification h	ΣУ

**3.** Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

**4.** As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

- **5.** Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 6. Pursuant to Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

## 7. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer hereby certifies that proposals from the following consultant; were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.

Type of Work:	XO.		 
Subcontractor's Name:	2,0	<u> </u>	 
Arkansas License No:	Wy. Ul.		 
Address:	C/A C/O.		 
Date Firm Established:			 
Percentage of Work:			 
Type of Work:			 
Arkansas License No:			 
Address:			 
Date Firm Established:			 
Percentage of Work:			 

City of Fayetteville, AR RFQ 19-05, CMAR for Police Facilities Page 14 of 23

Questions regarding this fo	rm should be directed to the City of Fayetteville Purchasing Division.
NAME:	
COMPANY:	
PHYSICAL ADDRESS:	
MAILING ADDRESS:	
TAX ID#:	DUNS#:
PHONE:	FAX:
E-MAIL:	
Signed by :	iie <sup>5</sup>
SIGNATURE:	
PRINTED NAME :	Kacilitie C
TITLE:	
DATE:	0000000
	"City Phy"
	2,000
	CMAR for Police Padit  CMAR for Pact Appendix
	C/2 C/2

## A). PROJECT SUMMARY

- I. The City of Fayetteville is accepting statements of qualifications from licensed professionals to provide construction management at risk (CMAR) services for the construction of a new police headquarters for the City of Fayetteville Police Department. This will be a LEED certified building of approximately 56,000 square feet and include additional support buildings and an indoor shooting range of approximately 25,000 square feet. The site is up to 10 acres and will include approximately 230 secured parking spaces and 77 public spaces.
- II. The City of Fayetteville has selected an architectural firm to serve as the lead design professional for this project.
- III. Phasing and award: One contract will be awarded with multigle ases. Phase one will include Preconstruction services as outlined below. Phase II will include Change Order #1 for the Guaranteed Maximum price for the project.
- IV. Project funding: The total project funding is encompassed by a v

## **B). PROJECT INFORMATION & REQUIREMENTS**

- I. Request for Qualifications (RFQ) response ibmitted from one single primary construction manager firm with each additional contracted third party as a subcontractor to the primary. The primary firm in addition to any contracted third party shall be disclosed with the RFQ response and be considered the project team for the overall construction scope of the project. This requirement to provide subconsultant professionals does not include subcontractor trades for the actual construction items (Electrical, HVAC, etc.) as those items will be bid by the CMAR after contract award.
- I. Responses shall not include price or hourly rates, or any pricing structure. Pricing shall be negotiated with the top ranked selected firm only and is not considered part of this selection. The City intends to negotiate each phase as a not to exceed fee with the selected firm.
- II. It is the intent of this solicitation to enter into a mutually beneficial agreement indicated by the draft provided with this RFQ.
  - a. Reference Section E for a draft agreement intended to be used with this project (expected to be issued via addendum after finalization). Final agreement is subject to negotiation with the final selected firm.
- III. The Primary responding firm shall be experienced in constructing, renovating or expanding municipal public safety facilities or other renovations and expansions of similar nature. Respondents to this RFQ shall submit at least three (3) similar type projects within the past 10 years that demonstrates new, remodel, or additions to existing public safety facilities or similar projects. Projects listed shall have been completed by the employees/associates that will be assigned to this project.
- IV. At least one firm on the project team shall have successful proven experience and available certifications from the USGBC in constructing LEED Certified Buildings.

City of Fayetteville, AR RFQ 19-05. CMAR for Police Facilities Page 16 of 23

## C). SCOPE OF WORK

I. Overview: Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. Coordination with the selected architectural team is critical for all phases. Selected Primary firm shall coordinate with the architectural team in order to achieve best value for the overall success of the project, including working to achieve maximum cost savings.

#### II. PHASE 1: Pre-Construction Services

## A. Schematic Design Phase Coordination

- a. Provide industry standard construction manager services, including but not limited to development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.
- b. Coordinate with the architectural team to prepare and subnit three (3) sets of Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule to the City staff and Architect for review and approval. (15% plan review
  - i. After receiving schematic design comments theet with applicable divisions to resolve comments in preparation for review by Planning Commission
  - ii. Assist architectural team in responding in writing to all City Staff comments on plans



## B. Design Development Phase Coordination

- i. Assist architectural team to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville representatives prior to being released for the bidding process.
- ii. Coordinate with the architectural team to prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City staff for review and approval. (50% plan review). Components to include:
  - 1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
  - 2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Data, Security, Access Control, Fire Protection and landscaping
  - 3. Exterior elevations, rendering and color palette
  - **4.** Building sections and details
  - 5. Interior elevations, casework and millwork elevations
  - **6.** Drainage Study and calculations, as required by City
  - 7. Report addressing all City's Design Critoria and Code requirements
- iii. Assist architectural team in responding in writing to all City comments on plans
- iv. Assist architectural team in coordination of final utility plans.
- v. Facilitate with architectural team and City cost benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.

## C. Construction Documents Phase

- i. Assist architectural team in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City for cost analyses. (90% plan review).
- ii. Attend follow up meetings with City Development Services and Fire Marshall
- iii. Complete final coordination with private utilities and service providers
- iv. Assist architectural team to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to:
  - 1. City of Fayetteville Development Services for review and approval (100% plan review)
- **v.** Assist architectural team in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
- vi. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

## D. Bid Phase

- i. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Purchasing Policies. All sub bids will be advertised and bid by the City's Purchasing Division
- ii. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City [PM (1), Purchasing (1) and interested

bidders]. Documents should be made available to any interested party electronically at no cost.

- iii. Provide distribution of plans to all interested parties.
  - 1. Maintain open communication with the City of Fayetteville Purchasing Division throughout the bidding process.
  - 2. Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.
  - 3. Document and keep an updated accurate record of plan holders and provide updated listings to all interested parties in a timely manner.
  - 4. All questions and inquiries shall be directed to the City's Purchasing Division and made in the form of an addendum and shall be provided to all interested parties at the same time by the Purchasing Division.
- iv. Coordinate with City Purchasing Division during pre-bid meeting, facilitate and attend the Bid Openings conducted by City Purchasing Division.
- v. Maintain open communication with the City Purchasing Division during any process involving Request for Information (RFI).
- vi. Any addenda shall be provided to the Purchasing Division, for coordination with the City and for review and approval in advance of issuance. Bidders, interested parties, and plan holders shall receive all information included in an addendum at the time addenda is issued.
- vii. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same time and manner as other interested parties.
- viii. In an effort to facilitate the bid opening in a vendor neutral space, the bid opening shall be held at the City of Fayette ille Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.
- ix. Assist with design of Bid Proposal
- x. Review Architect's Recommendation of Award Letter that includes the following required content (and assist with):

Check for math errors and reconcile any mathematical discrepancies Review for unbalance bid items

- . Cooldinate with the City Purchasing Division in finalizing a Certified Bid labilation including Engineer's estimate
- 4. Review of contractor's financial standing and references provided
- 5. Explanation of discrepancies between the Engineer's estimate and bids
- 6. Meeting with the City to provide a formal written recommendation of award
- xi. Attend City Council meeting(s) for the recommendation for award of Contract(s) for Construction.

#### Phase II Guaranteed Maximum Price and Construction Administration Phase

- xii. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.
- xiii. Conduct regular Owner, Architect, CM meetings as jointly determined by CMAR, City and Architect.
- xiv. Coordinate with City and Architect on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.

- xv. City intends to provide regular project management services. Architect will provide field services, progress meetings, and progress payment review and assistance on a bi-monthly basis.
- xvi. Review and address site visit report from the architectural team at least one (1) time per month.
- xvii. Coordinate with the architectural team to conduct Substantial Completion Inspection, coordinate with architect to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
- xviii. City of Fayetteville Facilities Management Division, Police Administration or representative, shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.

## **Project Close Out**

- xix. Provide Warranty Services during the entire Warranty Period. Architect to issue Warranty Reports and review items after the CM has notified the City that these items are complete.
- xx. Provide support services as needed during the project close out process.
- xxi. Provide close out submittal to the architectural team for completeness before transmitting to the City which include but are not limited to:
  - 1. Contractor's red lines and as built note
  - 2. Warranty information
  - 3. Material Safety Data Sheet (MSD)
  - 4. Operating Manuals
  - 5. Start up and testing reports
  - 6. Building commissioner report
  - 7. As-Built record drawings (in hard copy and digital format)
  - 8. Produce a project narrative that provides a comprehensive review of the construction activities for the project with a project narrative submitted for City approval at the completion of each contract phase.

Consent of Surety

Release of Liens

## D). PROFESSIONAL SERVICES AND ADDITIONAL REQUIREMENTS:

## 1. Professional Services:

- a. Any entity responding to this RFQ shall be a current licensed contractor with the State of Arkansas Contractor's Licensing Board. Failure to hold a current contractor's license shall result in submittal rejection. All subcontractors on the project shall be properly licensed by the State of Arkansas Contractor's Licensing Board.
- b. Any industry standard cost share or savings incentive practices desired for discussion during contract negotiations should be disclosed with RFQ response. Cost sharing practice shall be presented in the format of a general best practices approach and contract terms and shall not include pricing related figures. Pricing and fees are not part of the selection criteria and shall not be include with RFQ submittal.

- c. The resulting contract of this solicitation shall be a Guaranteed Maximum Price (GMP) construction contract; however, price itself shall not be considered until a vendor has been selected based on qualifications. Price will be negotiated with the most qualified vendor, as evaluated and voted by the selection committee. Responses to this RFQ shall not include price.
- d. Estimating
- e. Performance and payment bonding. After a contract has been awarded to the selected construction manager (CM) and within ten (10) calendar days of the final construction contract being finalized, provide a 100% separate performance and payment bond to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office.
  - A. Construction contracts for the project shall not be entered into between the CM and subcontractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.
- f. After contract award, the awarded CM shall furnish a certificate of insurance showing that insurance policies are carried in amounts acceptable to the city. Forms of insurance shall be, Comprehensive General Liability, Builder's Risk, Property Damage Insurance, Worker's Compensation, and Automobile coverage. Such insurance shall be kept in full force and in effect until all work has been satisfactorily completed and accepted. All certificates of insurance shall list the City of Fayetteville as an additional insured. The City of Fayetteville reserves the right to bind builder's risk insurance for this project of the event it results in a cost savings to the City.
- g. Ensure all funds spent are in accordance with State of Arkansas procurement laws.
- h. Project and change order pricing

  i. Street Demolition
  j. Schedule control
  k. Cost reduction and control
  l. Project coordination
  m. Project close out

- n. Warranty
- 2. Submittal Requirements: The RFQ submittal should contain the following response items arranged in order, tabbed, and with a table of contents. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified.
  - a. Title Page: Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFQ 19-05.
  - b. Table of Contents: Include a clear identification of the material by section and by page number.
  - c. Letter of Interest: Name, address, brief history of firm and Submitter's interest in the proposed project. Briefly state the agency/firm understands the work to be done and makes a positive commitment to perform the work. Give the name of the person(s) who will be authorized to make representation for the Submitter, their titles, addresses and telephone numbers. Describe the perceived strengths to carry out the project.

- d. <u>Project Team Organization:</u> Provide an organizational chart indicating the relationship between the Submitter's staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have performed work on similar projects including Construction Management GMP projects.
- e. <u>Specialized and Past Experience:</u> Provide information regarding your past experience in providing the services requested in this RFQ including information pertaining to customer satisfaction, timely completion, and meeting budgets on similar projects executed under a GMP contracting format. Actual price and fees shall **not** be included in submittal.
- f. <u>Schedule</u>: Submitter shall provide a general schedule for the completion of the scope of the specified project.
- g. <u>Additional Background:</u> All Submitters are invited to include a maximum of two pages of information not included above which may be useful and applicable to this project.
- 3. <u>Items to Specifically Include with Response:</u> Responses shall include the following in addition to other requirements specified.
  - a. Prior experience constructing or renovating buildings under the LEED rating system.
  - b. Statement regarding understanding of pre-construction services and approach to billing for pre-construction services. Included as part of this statement should include a clear definition of understanding for what a Guaranteed Maximum Price (GMR) means.
  - c. Records of management teams on similar projects with timely completion, and high-quality workmanship.
  - d. Records of previous similar projects with owner verification and contact information. Please provide contact information including reference contacts of the owner and architect on at least 3 projects. These projects should be within the past five years.
  - e. Specific experience and capabilities of working with Building Information Modeling (BIM) software.
  - f. Current and projected workload
  - g. Current maximum bonding capacity and rate
  - h. Proof of licensure from the State of Arkansas Contractor's Licensing Board

## E). ANTICIPATED PROJECT TIMELINE:

12 months design, 18 month construction

Date	Time	Description
September 3 <sup>rd</sup> , 4th, 5th, 2019	N/A	Advertisement for RFQ
Thursday, September 26, 2019	2:00 PM	Deadline to submit a Statement of Qualification
Week of October 07, 2019	N/A	Interviews with shortlisted firms
Wednesday, October 16, 2019	N/A	Contract negotiations finalized and contract signed by Vendor
Friday October 18, 2019	4:00 PM	Deadline for packet to be turned into City Clerk's Office for 11/5/19 City Council Meeting (internal deadline for contract signatures, etc.)
Tuesday, October 29, 2019	4:30 PM	Agenda Session for 11/05/19 City Council Meeting
Tuesday, November 05, 2019	6:00 PM	City Council Meeting to consider contract

All interested parties are advised per City Policy, all contact between interested parties and the City shall be through the City of Fayetteville Purchasing Division. Interested parties are strictly forbidden to discuss this project with any City Staff member or Elected Official.



RFQ 19-05 Construction Manager at Risk for Police Facilities

**September 26, 2019** 



Brent Farmer VP/Area Manager 184 E. Fantinel Blvd Springdale, AR 72762 (479) 306-6259



City of Fayetteville, AR Purchasing Division, Room 306 113 W. Mountain Street Fayetteville, AR 72701 Phone: 479-575-8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

## **RFQ (REQUEST FOR QUALIFICATIONS)**

RFQ 19-05, Construction Manager at Risk for Police Facilities

DEADLINE: Thursday September 26, 2019 prior to 2:00:00 PM, local time

**DELIVERY LOCATION:** Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, <a href="mailto:lmcgaugh@fayetteville-ar.gov">lmcgaugh@fayetteville-ar.gov</a>
DATE OF ISSUE AND ADVERTISEMENT: 9.3.19, 9.4.19, and 9.5.19

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Proposer. RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Submittals shall be submitted in sealed envelopes labeled wit-h the solicitation number, solicitation name, and name and address of the firm.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Flintco, LLC	
Contact Person: <u>Brent J. Farmer</u>	Title: <u>Vice President/Area Manager</u>
E-Mail: <u>bfarmer@flintco.com</u>	Phone: <u>(479)</u> 306-6259
Business Address: 184 E. Fantinel Blvd.	
	State: AD Zin: 70760
City: Springdale Signature: Sux farm	State: AR Zip: 72762
Signature: Dut Taimin	Date: <u>September 26, 2019</u>

## City of Fayetteville RFQ 19-05, CMAR for Police Facilities SECTION B: Vendor References

The following information is required from all firms so all stateme	ents of qualification may be reviewed and properly evaluated:
COMPANY NAME:Flintco ,LLC	
NUMBER OF YEARS IN BUSINESS:HOW LO	DNG IN PRESENT LOCATION: _26 years
TOTAL NUMBER OF CURRENT EMPLOYEES:750 total/72 AR	FULL TIME _ 0 PART TIME
NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT:4	FULL TIME PART TIME
PLEASE LIST FOUR (4) REFERENCES IN WHICH CMAR HAS PREVIOU	USLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE
(5) YEARS FOR PROJECTS OF SIMILAR SCOPE AND SIZE (All fields m	ust be completed):
Bentonville Public Schools  COMPANY NAME	2University of Arkansas COMPANY NAME
_500 Tiger Blvd., Bentonville, AR 72712 CITY, STATE, ZIP	_521 S. Razorback Road, Fayetteville, AR 72701 CITY, STATE, ZIP
_Paul Wallace CONTACT PERSON	_Kristen Knight CONTACT PERSON
(479) 254-5000	_(479) 575-6183
TELEPHONE	TELEPHONE
	_(479) 575-7515 FAX NUMBER
_pwallace@bentonvillek12.org E-MAIL ADDRESS	_kristenk@uark.edu E-MAIL ADDRESS
3. Rogers Public Schools COMPANY NAME	<b>4.</b> Hight Jackson Associates COMPANY NAME
_500 W. Walnut St., Rogers, AR 72756 CITY, STATE, ZIP	_5201 W. Village Pkwy, Rogers, AR 72758 CITY, STATE, ZIP
_Dan Caley CONTACT PERSON	_Michelle McClaflin CONTACT PERSON
_(479) 636-5421 TELEPHONE	_(479) 464-4965 TELEPHONE
_(479) 631-3504 FAX NUMBER	_(479) 464-8324 FAX NUMBER
_dcaley@rps.k12.ar.us E-MAIL ADDRESS	_mmcclaflin@hjarch.com E-MAIL ADDRESS

City of Fayetteville, AR RFQ 19-05, CMAR for Police Facilities Page 12 of 23 City of Fayetteville RFQ 19-05, CMAR for Police Facilities SECTION C: Signature Submittal

#### 1. Disclosure Information

Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville or Fayetteville Police Department, including, but not limited to, any relationship with any City of Fayetteville or Fayetteville Police Department employee. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Fayetteville employee, Fayetteville Police Department employee, or elected City of Fayetteville Official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PL	EA:	SE	CHE	<b>ECK</b>	ON	ΕO	F TI	HE I	FOL	LO۱	ΝIN	1G	TW	0	OI	PTI	O١	IS.	AS	IT	AP	PR	OP	RIA	(TE	LY A	APP	LIES	S TC	) Y(	)UF	FII	RM	:

X	1) NO KNOWN RELATIONSHIP EXISTS
	2) RELATIONSHIP EXISTS (Please explain):

I certify that; as an officer of this organization, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

#### 2. Additional Information

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Name of Firm: _Flintco, LLC				
Name of Primary Contact: <u>Brent Farmer</u>				
Title of Primary Contact: <u>Vice President/Area Manager</u>				
Phone#1 (cell preferred): <u>(479)</u> 879-7313 Phone#2: <u>(479)</u> 306-6259				
E-Mail Address: <u>bfarmer@flintco.com</u>				

**3.** Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

**4.** As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

- **5.** Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- **6.** Pursuant to Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

#### 7. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.

Type of Work: Not Applicable
Subcontractor's Name:
Arkansas License No:
Address:
Date Firm Established:
Percentage of Work:
Type of Work:
Subcontractor's Name:
Arkansas License No:
Address:
Date Firm Established:
Percentage of Work:

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.						
NAME: Brent Farmer						
COMPANY: _Flintco, LLC						
PHYSICAL ADDRESS:184 F. Fantinel Blvd, Springdale, AR 72762						
MAILING ADDRESS: <u>184 F. Fantinel Blvd, Springdale, AR 72762</u>						
TAX ID#: _27-3321079 DUNS#: _1836	3652481					
PHONE: <u>(479)</u> 306-6259 FAX:	(: _(479) 750-4690					
E-MAIL: <u>bfarmer@flintco.com</u>						
Signed by: SIGNATURE:						
SIGNATURE:						
PRINTED NAME :Brent Farmer						
TITLE:Vice President/Area Manager						
DATE: September 26, 2019						

## **Executive Summary**

Completing one of the first expansions at Razorback Stadium in 1951 left a "hoofprint" on our heart. We've been celebrating this place that we call home ever since! The relationships that keep us strong. Our families, friends and neighbors and our Flintco community. The shared experiences that make our lives richer. Nature and Art which bring us together. And our clients and partners like you, who continue to place their trust in Flintco and our unwavering pursuit of the perfect construction experience. Thank you.

## LOCAL PRESENCE, NATIONAL RESOURCES

There are many factors to consider when selecting a construction partner: experience, reputation with trade partners, use of technology and safety record are vital to your success. Each one adds another layer of certainty for you and project stakeholders. And while we believe Flintco excels in each category—and more!—an experienced team who has worked together successfully may be your most important selection criteria. Knowing the neighborhood, familiarity with logistics surrounding your particular site and relationships with key city departments are essential ingredients to both a successful project and an enjoyable construction experience. Delivering both is our pledge to you.

#### TRADE PARTNERS

Like you, we focus on relationship building. For us, that first means taking care of our trade partners who are essential to the success of your project. We use technology like Assemble during preconstruction to quickly and accurately provide quantity take-offs with our bid packages, which means our trade partners can spend more time helping us provide you with cost and schedule certainty.



Acumen Performance Group (APG) are retired Navy SEALs who work with professional sports teams and companies like Flintco seeking continuous improvement. Our annual 2½ day APG retreat combines physical fitness, teamwork and a classroom curriculum. The SEALs guided us in the creation of our <a href="Ethos">Ethos</a>, which articulate the guiding principles of our company.

# fayetteville, arkansas #4

BEST PLACES TO LIVE, UNITED STATES





-Rachel Gerner US News & World Report

as the value of living there and people's desire to live

there."



Pryor Center



Community Design Center



Fred W. Smith Football Center



**Duncan Avenue Apartments** 



Chancellor's Residence

Because we help our trade partners to be more efficient, which helps reduce their risk, we have more time as a team for early collaboration at the beginning of design. We encourage designing to a detailed estimate and what is constructible (target value design). Our use of technology and our collaborative mindset is why Flintco consistently attracts multiple trades per division: they know what to expect from a Flintco bid invitation, and respond enthusiastically.

## SELF PERFORM CAPABILITIES

When Flintco self-performs work we have our own people deeply engaged in the Safety, Schedule and Quality Control of your project everyday, which adds value and certainty. Flintco is transparent throughout the bidding process, including when we self-perform. Our bids are evaluated and scored like any other, based on complete scope, experience, ability to perform, price and safety record. We submit a sealed bid along with other qualified bids for review 24-hours before bid date for comparison by the owner.

## OPERATIONAL EXCELLENCE



Faced with consistently poor labor productivity—40% is the most commonly accepted number for our industry—many

large construction companies within the last 10 years embraced Lean as a project delivery approach hoping to reverse that trend. Many of those same companies lost millions of dollars through poor execution, inconsistent application and lack of commitment to doing Lean the right way. We saw an opportunity. After nearly 2 years of study, refinement and a methodical re-introduction of the practice, Lean2.0 was born—a new term coined and branded by Flintco to describe our unique approach to Lean. We've completed 20 projects using the Lean2.0 approach with 46 underway valued at more than \$2.1 billion: 90% of the Lean2.0 projects we've completed finished on time or ahead of schedule. The industry average is less than 50%.

## SAFETY: THE ULTIMATE BOTTOM LINE

Trade partners want to work with Flintco because of our exemplary safety record, which means comprehensive coverage on bid day, more competitive pricing and additional certainty around manpower. Living Incident Free Everyday (LIFE) means we explore how people think, feel and relate to safety and look at the role we play.

## Gentry Intermediate School Finishes 80 Days Ahead of Schedule



With a contractual substantial completion date of October 22, 2018, Flintco reset the target date for completion to August 1st prior to contracting any trade partners, a strategic decision that set the stage for a remarkable finish.

With more than \$1.6 billion in school construction on our resume, Flintco knows that the ritual of back-to-school is like a force of nature that cannot be stopped. There is no "Plan B". Flintco used our unique 5+1 Lean2.0 approach (5 baseline practices plus one elective) to shave 80 days from the schedule. Not only did Flintco get teachers in early, and the school opened to celebrate back-to-school with the rest of Gentry, we also returned contingency that enhanced the finished product. Our local Gentry trade partners contributed mightily to hitting the early move-in date. Let us show you what Lean2.0 can do for your bottom line!



Our <u>Preconstruction</u> Department acquires quantity takeoffs instantaneously using Assemble

software to interact with the virtual model we produce. Setting digital constraints in the virtual model early in design, helps ensure access to critical mechanical systems and "future proofs" your building when it's time to update systems. Visualizing the project schedule through the model allows Flintco to be more proactive: we work together on a collaborative plan, removing all constraints to ensure the project is completed on your schedule.

# OUR ETHOS GIVES US UNITY, PROVIDES CLARITY AND IS A SOURCE OF STRENGTH

We wrote our Ethos alongside the SEALs of Acumen Performance Group. It helped us recalibrate our mission as a company with clear intent and a mindset of service to our clients: mediocrity is unacceptable... safety and quality are paramount...I am results driven and believe if we are not winning, we are losing...I am accountable.



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September 26, 2019

Mr. Les McGaugh City of Fayetteville, AR Purchasing Division, Room 306 113 W. Mountain Street Fayetteville, AR 72701

Re: Construction Manager at Risk for Police Facilities

Dear Mr. McGaugh,

We are delighted to be considered to work as part of your team on the Fayetteville Police Facilities. Flintco will provide support during the critical preconstruction phase, working to identify opportunities that achieve gains with respect to quality, schedule, and budget while laying the foundation for a smooth and surprise-free construction process.

We at Flintco share the City of Fayetteville's commitment to excellence. You will see the relevance of our company's experience and of the project team we've assembled in the materials that follow. At 111 years old, Flintco is one of the most fiscally sound contractors in the United States, giving you the peace of mind that we are committed to your success and will be available long after construction to support your needs.

Our presence in Northwest Arkansas spans more than 68 years, and we are dedicated to meeting the needs of the community where we live and work. We intend to utilize every resource necessary to ensure that the City of Fayetteville receives optimal value. Our experience constructing the University of Arkansas Community Design Center in downtown Fayetteville can assure you that we share your vision and look forward to creating a legacy of growth and community service in the area.

The unique Flintco Ethos that serves as our Northstar informs how we approach our work with a focus on People, Accountability, Trust and Honesty. Those are the building blocks of our company Vision: the unwavering pursuit of the perfect construction experience, something we believe all owners deserve. Please contact me with any questions about our submission. On behalf of our team, thank you for the invitation to submit our qualifications and proposal. We look forward to the next step in the process!

Yours Sincerely,

Brent Farmer

Vice President, Area Manager

(479) 306-6259

bfarmer@flintco.com

Flintco, LLC 184 E. Fantinel Blvd. Springdale, AR 72762





## SECTION 2 - PROJECT TEAM ORGANIZATION



HONOR AND RESPECT THE FLINTCO HERITAGE.

LAM COMMITTED TO THE Brent Farmer VP / Area Manager

David Pounds
Director Construction Services

Jason Schrader VDC Regional Manager

Justin Spafford, LEED GA Senior Project Manager

Chad Crouch

Project Director





Matt Dobson Matt Dobson Senior Superintendent

Ryan Villani HSE Area Manager





## RESUME



## Role and Responsibility

Brent provides advisory support to the project team by monitoring construction activities, and resolving issues that arise, especially those concerning changes, deficiencies and/or subcontractor performance. He also assists in the preparation and review of the preliminary project schedule, reviews the project estimates and oversees the selection of subcontractors. Brent is responsible for direct supervision over all projects in the Northwest Arkansas construction division. He provides leadership and guidance to superintendents and project managers, assisting them in planning, implementing and coordinating work, and ensuring timely completion of all projects with high quality consistent with the established project goals.

## Representative Experience

Bentonville Public Works Complex

-Bentonville, AR

Benton County Juvenile Justice Complex

-Bentonville, AR

Community Design Center

-Fayetteville, AR

David and Barbara Pryor Center

-Fayetteville, AR

Springfield Police Department

-Springfield, MO

Rogers Aquatic Center

-Rogers, AR











## Role and Responsibility

Construction

As the project director, Chad serves in a project executive oversight role. He acts as the liaison between Flintco, the owner representatives, major subcontractors and architects/engineers to provide diversified input based on his construction expertise. Chad is responsible for overall management direction of all areas required to successfully deliver the project. He manages the appropriate resource allocation to assure completion of the project and he serves as the senior point of contact regarding overall project contract and delivery. His specific responsibilities will be over planning, staffing, defining functions and responsibilities, and supervision of all project activities including project schedule, personnel administration and performance review.



## Representative Experience

Missouri Crime Lab

-Springfield, MO

Broken Arrow High School

-Broken Arrow, OK

Tulsa Technology Center - Phase II

-Tulsa, OK

Stonegate Community Center

-Fort Leonard Wood, MO

First Baptist Church

-Springfield, MO

Community Health Clinic

-Tulsa, OK



MANAGER 25 YEARS IN Construction





Goliard Fire Station

## Role and Responsibility

Klint leads budgeting, estimating, value analysis and constructability review services as well as the planning and coordination of preconstruction activities with all team members. Klint is well versed at cost model development, as well as scope definition and bid packaging. He is skilled in contract negotiations and adds valuable insight in the preconstruction phase of planning. Klint is thorough, systematic and efficient in the development of the GMP. He also provides project development expertise during the design phase to help define needs and determine scope based on his experience in project management and field operations.



## Representative Experience

Goliard Fire Station

-Corpus Christi, TX

**CACTF Urban Assault Training** 

-Fort Bliss, TX

Live Fire Shoot Houses

-Fort Campbell, KY

DHS/ICE Consolidated Facility

-Fort Bliss, TX

Fire Station #3

-Fort Campbell, KY

The Momentary

-Bentonville, AR

**Brick Avenue Lofts** 

-Bentonville, AR





JUSTIN SPAFFORD
LEED GA
SR. PROJECT MANAGER
26 YEARS IN

Construction



Benton County Juvenile Justice Center

## Role and Responsibility

While acting as the liaison between Flintco, the client representatives, major subcontractors, architects and engineers, he provides input from his 21 years of industry experience. Justin is a Master Plumber whose expertise will be an invaluable asset on-site to solve any challenges that may arise during construction. He is LEED Green Associate certified and has completed the OSHA 30-Hour Safety Training. Justin will serve as the point of contact regarding overall project contracting and delivery. While acting as the liaison between Flintco, the owner representatives, major subcontractors, architects and engineers, he provides valuable input from his experience.



## Representative Experience

Benton County Juvenile Justice Complex

-Bentonville, AR

Ben Geren Aquatics Park

-Fort Smith, AR

Butterfield Trail Healthcare Convocation Center

-Fayetteville, AR

University of Arkansas Chancellor Residence

-Fayetteville, AR

Lawrence Plaza Ice Rink & Splash Pad

-Bentonville, AR

Bentonville Parks & Recreation

-Bentonville, AR

Gentry Diesel Maintenance Facility

-Gentry, AR





Construction



## Role and Responsibility

Matt oversees and directs construction, ensuring subcontractor workmanship is incorporated timely and with the highest level of quality. He works with the project manager and superintendent(s) to manage the onsite operations and is the most familiar with the plans, specifications, contracts and submittals. Matt serves as the liaison between the owners, subcontractors and governmental authorities. He enforces jobsite safety, ensuring all field operations are in compliance with OSHA standards.

## Representative Experience

Taos Administration and Judicial Complex

-Taos, NM

Socorro County Adult Detention Center

-Socorro, NM

Los Alamos National Laboratories Weapons Center

-Los Alamos, NM

Tamaya Wellness Center

-Bernalillo, NM

Texas Tech Sports Performance Complex

-Lubbock, TX

**Evening Star Elementary School** 

-Bentonville, AR

John Tyson Elementary School Media Center Addition

-Springdale, AR

Walker Elementary School Media Center Addition

-Springdale, AR









Construction



General Electric Oil and Gas Research & Technology Center

## Role and Responsibility

Ryan is responsible for establishing and enforcing safety policies and all federal and state safety regulations on jobsites. He conducts safety meetings prior to the start of construction with all subcontractors as well as safety audits at jobsites and accident investigations.

Ryan joined Flintco in 2015. He received his bachelors degree in Fire Protection and Safety Technology from Oklahoma State University. Ryan has completed the OSHA 500 Hour and is certified in CPR and First Aid.

## Representative Experience

GE Oil & Gas Research and Technology Center

-Oklahoma City, OK

KC-46A Maintenance Depot Hangar - Tinker AFB

-Oklahoma City, OK

University of Arkansas Job Order Contract

-Fayetteville, AR

Census Bureau Office Remodel

-Fayetteville, AR

**Evening Star Elementary** 

-Bentonville, AR

Fairview Elementary

-Rogers, AR

**Brick Avenue Lofts** 

-Bentonville, AR

Gentry Intermediate School

-Gentry, AR

The Momentary

-Bentonville, AR



Arkansas Arts Academy High School Expansion & Remode





## SECTION 3 - SPECIALIZED & PAST EXPERIENCE



More than 85 percent of Flintco's work is delivered under the construction management form of delivery.



We rank nationally as one of the largest construction management at-risk providers.

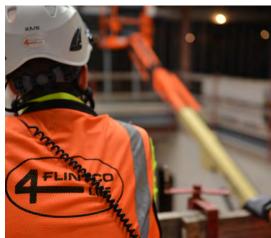
Our philosophy of construction management is that Flintco becomes more than a team member, we become an extension of the client's organization, always looking out for your best interests. From preconstruction through close-out, we pride ourselves on finding the best value, in consideration of quality and time. We understand what it means to be part of a team – challenging the design in a non-threatening manner, while looking for the most beneficial solutions for the project. We are not afraid to speak up about issues that affect your bottom line.

Because we have vast experience in construction management, we can rely on our past successes and apply them to your project. The team proposed for your project has a proven track record of working in a collaborative environment, meeting project goals and exceeding expectations. We are also experienced on how to lead collaborative groups focused on the project objectives, communicate progress in public forums and optimize the current construction marketplace to fully benefit the cost and schedule for this project.

The strength of our success rests in our individual approach to each project, focusing on client goals, understanding the individual markets we serve and maximizing our national resources—all while providing unsurpassed service and attention to detail. In January 2013, Flintco was acquired by the Alberici Corporation, a diversified construction company. This strategic acquisition is part of a strategy to expand services for clients of both companies across a more diverse geographic marketplace. With combined revenues of \$1.8 billion and a total workforce of 3,100, both companies are debt-free, maintain healthy balance sheets and have exceptional bonding capacity.

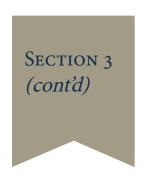












## CASE STUDY - BENTONVILLE WEST HIGH SCHOOL 2016

The following is an example of our collaboration with the Bentonville West High School project, which was completed in 2016. The new building serves 2,500 students.

## Budget with no plans.....NO PROBLEM

While the traditional deliverable estimates such as Conceptual Design, Schematic Design, Design Development and GMP are standard once a design is established, Flintco's approach to the preconstruction of the BWHS was anything but ordinary. The project was originally awarded to Flintco in March 2012 with a construction cost of about \$102 million. The millage election failed that June with many comments surrounding the excessive cost of athletic facilities included in the project. Following the failed millage, a new RFP was issued for construction managers. Flintco was again selected for the job by the school district and went to work on creating a budget based off a POR (Program of Requirements) and no design or site selection for the building. Our only order was to price the most cost effective building that would meet the programming requirements. This budget was created and utilized as the cornerstone of the 2013 millage which was approved in September of that year with an overall cost of \$86,047,778.

Flintco attended every single planning, programming, and design meeting from the very beginning to provide our knowledge on costs associated with design options to maintain the budget throughout the process. This involvement resulted in pricing the project complete with 10 different combinations of structural systems to ensure the best, most cost-effective solution. We also presented two separate budgets at the Schematic Design phase for the athletic wing of the high school, due to the controversy surrounding

the athletic facilities. In total, Flintco prepared/submitted more than 20 different budget updates as different design elements and systems were evaluated. Outside of these evaluations Flintco, identified nearly \$2 million in Value Analysis options which were incorporated into the design.

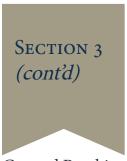
By engaging the subcontractor community along the way, we could tap into our relationships with local companies for the most up-to-date, cost-effective building solutions and products to complement those explored by the design team. Subcontractor interest and involvement is a key element to any successful Flintco project. Because of these efforts, we could secure a site work bid that brought the overall project very near to the budget going into the final design phases. By incorporating 22 bid alternates in the final package, we could adjust the final cost by +/-\$1,500,000 depending on the bid results. Again, we could attract the right bidders resulting in a bid day result requiring no deductive alternates and including the upgraded, energy efficient 4-pipe HVAC system.

By creating a realistic and accurate budget early on, as well as staying involved with design from start to finish, Flintco could challenge the design team to find ways to meet the owner's requirements for programing and design while adhering to a static budget. The accuracy and detail of our budgets allowed the owner to make informed programming and design decisions relating to cost throughout the design and into the bid day by utilizing our bid package alternates to upgrade or reduce scope, based on the bid day results. The detail and completeness of our bid packaging resulted in very few scope gaps on bid day, which allowed the owner to utilize their contingency to add scope to the project throughout construction and make changes and additions to further improve the function of the building.









## **Ground Breaking**

We broke ground on the 96-acre site on July 7, 2014, the same date the grading permit was issued. Based on the initial existing site topography the site would include moving more than 350,000 CY of material to create a balanced site, which was the goal. It also included over 8,000 feet of water line, 7,000 feet of electrical conduit, 2,500 feet of sanitary sewer ranging from 5' in depth to over 20' in depth, and over 80,000 SY of asphalt paving. The site work and utilities progressed well with favorable weather that summer, until work came to a grinding halt in August.

The plan in preconstruction was to create a balanced site so there was an area on the southeast end of the project that was going to be filled up to balance the site, but in August the following occurred:

- Area was at subgrade and areas on high end still required 8-feet of cut
- Work stoppage for six weeks to discover there were likely issues with existing site topographic plan, resulting in nearly 70,000 CY of additional cut material.
- Agreed to store 70,000 CY of soils on southeast end of site until March 2016
- Site work proceeded and building pad was ready to start foundations and under slap MEP in early November 2014
- Coming out of the Ground

We started in the Auxiliary Gym on the far west side of the site as there was very little under slab MEP or foundation. Before Thanksgiving, we had poured the first slab on the project. This winter proved be one of the more challenging winters we have had in the past few years, as a result we had only poured 30,000 more square feet in the following three months. Contractually, we were awarded three weeks of weather delays, but the reality was that the Owner was not interested in delaying the start of the school year.

Due to this delay in concrete foundations and slab over the winter, we made the decision to triple the size of our concrete crew. We added another crew on the opposite side of the site and subcontracted out the field house concrete to a separate subcontractor. These efforts paid off and by the end of May, we had completed all the slabs for the main building.

## Dry it In

Early in the preconstruction process, we had incorporated an insulated metal wall panel as a solution for the continuous weather barrier and insulation system which would be cheaper than a traditional wall system on this project. Here are the benefits:

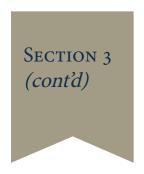
- This product provided a much higher R value and a truly continuous insulation system
- The system could be installed at a rate of 7,500 SF of wall per day
- The system was installed directly over the exterior studs and made up the thermal and moisture barrier
- Each wing of the building can be transformed from metal studs, to a dried-in building ready for sheet
- Expedited the building schedule
- The Four Pipe Problem (see below)

While adding the four-pipe mechanical system was a great addition to the building function and sustainability, the project was not designed structurally or spatially for it. The design incorporated many areas open to the above, which funneled all the system into narrow pinch points in several areas of the building. Adding two more 12-inch pipes with 2 inches of insulation into the space made the BIM coordination efforts even more challenging. To compound the problem, the floor joists were not designed to handle the load of the 4-pipe system in certain areas, an issue which was not discovered until they began to fail. Modifications to the joists had to be performed with the large pipes already in place:

- BIM coordination efforts lasted over 5 months and resulted in over 33,000 clashes between MEP items, structure, and architecture that were successfully resolved
- By utilizing BIM coordination, we prefabricated piping and ductwork for expedited installation
- We sequenced the installation by utilizing the coordinated 3D model in the most time efficient manner
- The BIM process created installation drawings that are utilized by the field foreman that are clean and free of all other information except the necessary dimensions, elevations, and items required for their specific scope of work
- In total, we created 549 detailed plan sheets for MEP install compared to the 224 that were issued by the design team
- This also created a fully coordinated 3D as-built for the MEP and structural systems that can be utilized by the owner for life of the building







## **Punch List**

With over 400,000 square foot of buildings we had to start the punch list early. We had 33 percent of the classroom space ready for punch by February, 2016. Working in sequence from one end of the building to the other, we could document with both description and photos over 3,000 Flintco pre-punch items and just over 2,300 architect-punch list items utilizing BIM 360 field. This software utilized iPads to document and photo punch list items in a hyper efficient manner, allowing subcontractors to use and view their issues, then snap a photo and mark the work as completed.

By using this process we had compiled and distributed every punch list item by June 29, 2016 at which point the building was nearly substantially complete.

The City issued our Certificate of Occupancy on July 7, 2017, exactly 24 months following the issuance of the grading permit. The architect issued the certificate of substantial completion for the overall project on July 14, 2017. By streaming the punch list process, we were able to complete the punch list items prior the first day of school on August 8, 2016.

The following chart represents how Flintco has met budgets and maintained customer satisfaction and timely completion on similar projects:

Fayetteville Experience	On Time	On Budget	Client Satisfaction
Community Design Center	X	X	X
The David and Barbara Pryor Center for Arkansas Oral & Visual History	Х	Х	Х
Census Office Remodel	X	X	X
Fred W. Smith Football Center	Х	Х	Х
Duncan Ave Apartments	Χ	X	X
Whole Foods Market	Χ	X	X
The New School	X	Х	X
Butterfield Trail Village Addition and Renovation	X	X	X



## SECTION 4 - SCHEDULE

Data Date: 04-Nov-19 Page 1 of 2 Substantial Completion

Project - Final Com Sub Base / Curb / Gurter/ Paving
Finish Grading, Irrigation, La
Finish Grading, Irrigation, La
Finish Grading, Irrigation, La 2022 Jan Feb Mar Apr May Jun Project -Milwork
Hooring & Base
Finsh Painting MEPF Trim-ou Háng & Finish Gyp

Prime Paint/ First Coat

Ceiling Grid 2020 2021 Jan Feb Mar Apr Neby Jun Aul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Storefront / Curtian Wall Bxt. Framing / Sheathing / Weather Barrier Install Roof Assembly Install Exterior Veneer Install Exterior Veneer Install Exterior Veneer int. Metal Stud Framing
Interior Masonry
MEP In-Wall Reugh In
Overhead MEPF Foundations
Under Slab NEP
Form/ Reinf, Pour Slab on Grade
Form/ Reinf, Pour Slab on Grade Fom/Pour Light Poles Bas SWPPP/Fencing/Const. Entrances
Mobilize/Set Trailers/ Temp Utilities
Rough Gade Site / Building Pad **Fayetteville Police Facilities** CM CD Budget / Sched ule 90%
Developement Servies Review /Bid. Permit
Develope Bid Padages Advertise / Bid Period (COF Purchasing) Review Bids / Execute GMP Project - Not Construction Document 100% City Review 50% Deisgn/ Schedule / Budget CM Asst. Constr CM DD Budget / Schedule 50% ent (DD) CM SD Budget / \$chedule 15% s City Council Mg. to Consider CM Contracts

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Interfor Rough-ing/Finishes Phase I - Pre Construction Developement Services Review/Bld. Per Project - Notice to Proceed for Constructi Project - Substantial Completion City Review 50% Deisgn/Schedule / Bud City / Arch. 15% Budget/ Schedule Revie CM Asst. Construction Documents (CD's Advertise / Bid Period (COF Purchasing) Fayetteville Police Fac Submittals & Material Proct Finish Grading, Irrigation, Landscaping Pavement Markings & Site Furnishing CM Asst. Design Develpement (DD) CM SD Budget / Schedule 15% Foundations & Structure
Foundations
UnderSlab MEP
Found Reinf, / Pour Slab on Grade
Form / Reinf, / Pour Slab on Grade
Enext Structure SWPPP / Fencing / Const. Entrances Mobilize / Set Trailers/ Temp Utilities Actual Work Phase II - Construction Swip PP / Fencing / Const. Entrance:
 Mobiline / Scrales/ Time bulline
 Mobiline / Scrales/ Time bulline
 Nough Grade Site / Bulling Pad
 Indeground site ultities
 Indeground Site fund Courter Paving
 Indeground Lindscaping
 Indeground Lindscaping Sub Base / Curb / Gutter/ Paving CM Asst. Schematic Design (SD) CM DD Budget / Schedule 50% Construction Document 100% CM CD Budget / Schedule 90% Review Bids / Execute GMP Overhead MEPF
Hang & Finish Gyp
Prime Paint/ First Coat Develope Bid Packages MEP In-Wall Rough In interior Masonry
MEP In-Wall Rough Flooring & Base Finish Painting Ceiling Grid
Int. Storefront
Ceiling Tile MEPF Trim-out Site Work 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Data Date: 04-Nov-19 Page 1 of 2

# **Fayetteville Police Facilities**

Activity Activity Name	Orig Start   Finish	45										
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Fayetteville Police Fac	634 05-Nov-19 06-h	06-May-22										
Milestones     Milestones	522 09-Nov-20 20-4	20-Apr-22										
Project - Notice to Proceed for Construct	09-Nov-20					◆ Project - Notice	◆ Project - Notice to Proceed for Construction					
Project - Substantial Completion		23-Feb-22									◆ Project -:	Substantial Completion  • Project - Final Comple
Project - Final Completion	336 05-Nov-19 05-N	20-Apr-22										200
The Constitution			City Council Mtg. to Consider CM Contracts	ntracts								
		05-Jan-20	CM Asst. Schematic Design (SD)	: Design (SD)								
		27-Mar-20		CM Asst. Design Develoement (DD)	ent(DD)							
	Т	25-Jan-20	CM SD Budget / schedule 15%	CM SD Budget / Schedule 15% City / Arch. 15% Budget / Schedule Beview								
CM Ast. Construction Documents (CD's		21-Jul-20	]	100000000000000000000000000000000000000	CM Asst. Construction Documents (CD's) 90%	Documents (CD's) 90%						
		24-Apr-20		CM DD Budget / Schedule 50%	thedule 50%							
City Review 50% Deisgn/Schedule / Bud		08-May-20		City Review 50	City Review 50% Deisgn/ Schedule / Budget							
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Submittals & Material Proct		17-101										
Phase II - Construction		11-Apr-22										
Site Work	359 09-Nov-20 11-A	11-Apr-22										
SWPPP / Fending / Const Entances		02-Dec-20				SWPPP	■ SWPPP / Fencing / Const. Entrances					
		23-Nov-20				Mobilize	Mobilize//Set Tailers/ Temp Utilities	building /				
Kough Grade Site / Building Pad	50 02-Dec-20 12-F	12-Feb-21				<b> </b>	Nough Glade Site / Burin	/ burianing rad				
		15-Mar-21					Form/F	■ Form/Pour Light Poles Bases				
		06-Jan-22						•			■ Sub Base / Curb / Gutter/ Paving	r/ Paving
	06-Jan-22	21-Mar-22										☐ Finish Grading, Irrigation, Lands
Pavement Markings & Site Fumishing	06-Jan-22	10-Feb-22									Pavement Markings & Site Fumishing	arkings & Site Fumishing
		11-Apr-22									,	Site Punch
Police HQ's 55,469 SF		08-Apr-22										
Foundations & Structure	105 08-Jan-21 07-J	07-Jun-21										
- Foundations	40 08-Jan-21 05-h	05-Mar-21					Foundations	18				
Under Slab MEP	20 19-Feb-21 19-P	19-Mar-21					Under	Under Slab MEP				
E Form / Reinf / Pour Slab on Grade		02-Apr-21						Form/ Reint./Pour Slab on Grade	<b>a</b> 9			
Erect Structure	1	07-Jun-21						Electorium	u			
Exterior/Envelope		22-Sep-21										
Ext. Framing / Sheathing / Weather Barri	_	13-Jul-21							Ext. Framing / Sheathing /Weather Barrier	ig /weatner barrier		
Install Roof Assembly	25 21-Jun-21 27-J	27-Jul-21 08-Sep-21						Н	Install Door Assemb	Install Exterior Veneer		
Storefront / Curtian Wall	02-Aug-21	22-Sep-21							Sto	Storefront / Curtian Wall		
Interior Rough-in & Finishes		08-Apr-22										
int. Metal Stud Framing	14-Jun-21	20-Jul-21						-	Int Metal Stud Framing	gu gu		
☐ Interior Masonry	14-Jun-21	13-Jul-21							■ Interior Masonry	1		
MEP In-Wall Rough In	25 28-Jun-21 03-7	03-Aug-21							overhead MEPF	Bn III J MEPF		
Hang & Finish Gyp	20-Jul-21	15-Sep-21							Hang	Hang & Finish Gyp		
Prime Paint/ First Coat	31-Aug-21	29-Sep-21								Prime Paint/ First Coat		
Ceiling Grid	25 29-Sep-21 03-P	03-Nov-21								Int. Storefront		
Ceiling Tile	03-Nov-21	03-Dec-21								Ceiling Tile	Tile	
Millwork		13-Dec-21								Milwork	work	
Flooring & Base		12-Jan-22								<b>[</b>	Flooring & Base	
Hinish Painting  MEPF Trim out	15 28-Dec-21 19-J	19-Jan-22 02-Feb-22									MEPF Trim out	
		11	_									
Kemaining Level of Effort	of Effort	₹   	кет									
Actual Level of Effort	Effort	Në 	Near									
Actual Work		Rem	Π									
			:									





## SECTION 5 - ADDITIONAL BACKGROUND

## FLINTCO



LIVE INCIDENT FREE EVERYDAY







## ADDING MORE VALUE Than Any Other Construction Management Firm

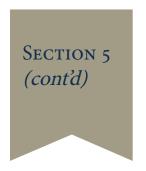
Flintco was founded in 1908 and maintains eight fullservice offices. The company is registered or licensed in 35 states, and offers a full range of construction services, including: preconstruction services, construction management, design-build, general contracting, and project and program management. Our self-perform capabilities include concrete, steel erection, excavation, underground infrastructure, and piping. Flintco is debt-free, maintaining a healthy balance sheet with exceptional bonding capacity. Our behavioral based approach to Safety called Flintco 4 LIFE (Live Incident Free Everyday) has delivered extraordinary results benefiting our clients and industry trade partners. Flintco has successfully reintroduced the practice of Lean to the construction industry with the adoption of Lean2.0, a uniquely Flintco approach to driving efficiency and value for our clients, designers and trade partners.

As an extension of your staff, we help you coordinate every aspect of your project: planning, selecting the design team and sub-consultants, permitting, inspections and managing the day-to-day details of schedule and budget. We make certain your project meets your expectations.

As your single point of contact, Flintco provides comprehensive management services during the life cycle of your project. Every decision you make is based on detailed information you can trust. At all times, you know where your project stands along the timeline toward occupancy. We make sure design and material selection fits your budget by factoring life-cycle costs, quality and long-term maintenance projections that add more certainty to your bottom line.









LIVE INCIDENT FREE EVERYDAY

## The ultimate bottom line.

Flintco 4 LIFE focuses on process, practice and individual behaviors to improve safety by Living Incident Free Everyday (LIFE). We explore how people think, feel and relate to safety, and look at the role of the organization in providing a safe work environment. The 4 R's are prominent in our approach: Reach out, do it Right, Raise your voice and Recognize hazards.

Every day we seek to open channels of communication, build relationships, expand risk awareness and increase the frequency of workers choosing to work safely – because it is the right thing to do. Flintco 4 LIFE is about creating a workplace committed to eliminating safety incidents and injuries. Flintco cares deeply about everyone on our jobs going home safely. We strive to provide a work environment where everyone is treated with dignity and respect.

The keys to our success are worker assurance, acknowledgment and contribution. Assurance that what is being done is being done correctly (the actions and the culture that drives those actions). Identifying and acknowledging the things that are being done well (good behaviors), which we want to encourage. And finally, by engaging all workers to contribute through conversation and listening.



## Flintco takes Lean to the next level.

Many large construction companies in the early 2000s embraced Lean as a project delivery approach hoping to reverse productivity rates hovering around 40% in our industry. Many of those same companies lost millions of dollars through poor execution, inconsistent application and lack of commitment to doing Lean the right way.

Lean 2.0 represents our quest for continuous improvement, a hallmark of Lean and The Flintco Ethos. The Lean 2.0 mark is suggestive of a 4-story building and represents the Plan-Do-Check-Adjust cycle that is fundamental to Lean; it also represents the familiar sticky notes associated with collaborative planning and the Last Planner System® that reflect our commitment to the Lean value of respect for people. The accent color takes a cue from the Flintco 4 LIFE logo. The tagline Better Construction means working the margins to gain incremental efficiencies at every step, providing more value to owners and is consistent with our company Vision Statement: Unwavering pursuit of the perfect construction experience.



VIRTUAL
DESIGN &
CONSTRUCTION

## Embracing technology to unleash more productivity.

We have cut the time it takes to complete clash detection by more than 50% – by improving our work flows and employing experienced VDC technologists who are dedicated to understanding both architecture and construction, which leads to more productive collaboration without compromising design intent. Our VDC managers attend every scheduled Building Information Modeling (BIM) meeting via webcast or in person, providing solutions to clashes with an understanding of owner requirements, the design and contract terms to recognize when means and methods affect costs and when they don't.





## SECTION 6 - PRIOR EXPERIENCE WITH LEED



University of Arkansas, The Lion's Den

University of Arkansas, The Lion's Den Residence Hall and Dining Facility, Fort Smith, Ark.

This 114,560 square-foot residence hall and dining facility has LEED™ Silver Certification and has a capacity of 446 students in a variety of suite-style rooms, with lounges on each floor, LED lighting, recycling centers, a bicycle pavilion and highefficient mechanical system. The dining hall features natural light, a cloud ceiling with back-lighting and many state-of-the art commercial kitchen and dining features.





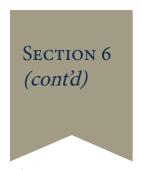
University of Arkansas Football Center

University of Arkansas Fred W. Smith Football Center, Fayetteville, Ark.

This sports facility celebrates the legacy of Razorbacks football and its supporters at the University of Arkansas. By following with the master plan down to the last detail, this project is fully commissioned and achieved LEED™ Silver Certification.

A coaching staff suite is comprised of offices and conference rooms, meeting rooms for individual positions and larger group rooms for offensive, defensive, and special teams, as well as a large team meeting space and a video analysis office. Also included are a locker room, team lounge, athletic training room and football equipment room to service approximately 125 student athletes. These spaces incorporate the latest technology in sports rehabilitation and therapy equipment. Additional entertainment areas feature a banquet room with an associated catering kitchen. The building lobby has museum-quality displays and associated lighting.







## Flintco Projects Constructed / Renovated Under the LEED Rating System

- University of Arkansas at Fort Smith, The Lion's Den and Dining Facility, Fort Smith, AR
- University of Arkansas Fred W. Smith Football Center, Fayetteville, AR
- Institute of American Indian Arts Library and Technology Center, Albuquerque, NM
- IAIA Science Technology & Sculpture Foundry, Albuquerque, NM
- Twin Buttes Demonstration School, Twin Buttes, ND
- Central New Mexico Community College Restoration of Tom Wiley and H Building, Albuquerque, NM
- Santa Fe Community College Trades and Advanced Technology Center, Santa Fe, NM
- Chinle Boarding School Kitchen and Dining Building, Chinle & Tsaile, AZ
- Lawton Indian Hospital, Lawton, OK
- Central New Mexico Community College Science L Building Renovation and Additions, Albuquerque, NM
- University of New Mexico Gallup Student Technical & Student Life Center, Albuquerque, NM
- Jeehdeez'a Academy, Pinon, AZ
- University of New Mexico Arena, The Pit Additions and Renovations, Albuquerque, NM
- Jackson School of Geosciences Holland Family Student Center, Austin, TX
- Asian American Resource Center, Austin, TX
- Marrs McLean Science Building Renovation, Waco, TX
- Jaime D. Padron Elementary School, Austin, TX
- Austin Community College Hays Campus Research Office Complex, Austin, TX

- St. David's School of Nursing, Round Rock, TX
- Undergraduate Academic Center Building, San Marcos, TX
- Belo Center for New Media, Austin, TX
- ACC Highland Campus Mall, Austin, TX
- Paul L. Foster Campus for Business and Innovation (Hankamer School of Business), Waco, TX
- Naval Support Activity Child Development Center and Band Hall Renovation, Millington, TN
- FedEx Air Operations Training Center Experience Center and Auditorium, Memphis, TN
- FedEx Main Screening Facility, Memphis, TN
- Methodist Le Bonheur Germantown Hospital Women's & Children's Pavilion, Germantown, TN
- St. Jude Children's Research Hospital Kay Research and Care Center, Memphis, TN
- Arvest Bank 61st & Lynn Lane, Broken Arrow, OK
- Chickasaw Nation Sulphur Visitor Center, Sulphur, OK
- Riverside Indian School Academic Building, Anadarko, OK
- Oklahoma Medical Research Foundation Tower, OKC, OK
- University of California Davis Student Community Center, Davis, CA
- University of California Merced Science and Engineering Building, Davis, CA
- Tulsa Cancer Institute, Tulsa, OK
- Oklahoma State University Student Union Renovation, Stillwater, OK





## Section 7 - Understanding of Preconstruction

## NINETY-FIVE PERCENT OF PROJECT SAVINGS ARE ACHIEVED DURING THE PRECONSTRUCTION PHASE. LET US HELP YOU MAXIMIZE EVERY DOLLAR!

Flintco will take a hands-on approach from the initial phases of preconstruction. Our strong industry relationships from six decades in the region allow Flintco to involve our trade partners in the constructibility reviews and value analysis early in the process. The Flintco team, in conjunction with our local trade partners, will add value to your project by making informed construction recommendations that will have direct impacts on schedule and budget.

Our preconstruction process unifies design, engineering, and construction to ensure that the project is thoroughly planned, budgeted and built on paper prior to the start of construction. We provide value analysis, insight and creative recommendations that maintain your budget, schedule, and architectural design intent.

Our approach to billing includes the use of the A133–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The A133 will be coordinated for use with AIA Document A201-2007, General Conditions of the Contract for Construction.

As ideas are discussed, Flintco will work with the design team to implement the most cost-effective building solutions to the programing needs of the City of Fayetteville. We will work with the design team to explore options and run "what-if" scenarios on the fly so that no design or programing idea is left unexplored.

The meaning of Guaranteed Maximum Price (GMP) is more than just a contractual term that defines our "not to exceed" project value. A Guaranteed Maximum Price as prepared by Flintco shall include all Cost of the Work as defined by the AIA A133, Article 6. We prepare our GMP with full transparency in mind, allowing the Owner and Flintco to discuss both inclusions and exclusions. The GMP is only amended as a result of allowable additions or deletions as defined in the Contract.

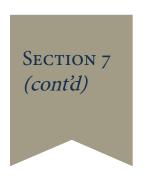
We are responsible for the GMP. Flintco works to exceed expectations while delivering the project from original concept through completion. We believe it is our responsibility to maximize your construction dollar. By collaborating with the design team and our trade partners, Flintco delivers the maximum amount of building/programing within the total GMP.

Mutual trust is the basis for any relationship. Flintco has been fostering relationships in the Northwest Arkansas community for more than six decades. This has allowed us to create a deep pool of 'tried and true' trade partners that have proven their value project after project.









## Our expertise:

- Design Management
- AHJ Coordination
- Site Utilization and Logistics Planning
- Schedule Development
- Cost Estimating & Modeling
- Constructability Analysis
- Value Analysis
- Phase Planning
- Bid Package Planning & Development
- Document Quality Analysis & Control
- Total Cost of Ownership Analysis
- Trade Partner Prequalification
- SWMBE/HUB Outreach

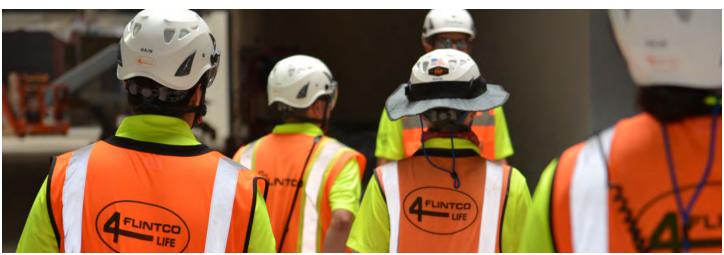
## Our tools:

- Building Information Modeling
- Proprietary Cost Data Base
- Primavera P6
- Assemble
- Laser Scanning
- Thermal Imaging
- Drone Imaging & Scanning
- Coordination Clash Detection
- Lean 2.0 Coaching

# FLINTCO HAS FOCUSED ON DEVELOPING AN INDUSTRY LEADING PRECONSTRUCTION PROCESS WITH A DEDICATED PRECONSTRUCTION STAFF.

Flintco has designed and implemented a transparent procurement process for trade partners and suppliers that allows for the selection of these team members based on a criteria that includes qualifications, experience, and price. Our process allows for the inclusion and input from the key members project team during each step of the process.

We develop trade partner interest in the project and divide the trade work into as many separate packages as is practical. The more the work is divided, the more clearly the cost of the work is defined. This also increases the opportunity to include smaller, local trade partners as well as more minority and small business. We tabulate the bids and make comments and recommendations. The low responsible bidder is interviewed to ascertain bid completeness, as well as understanding of the scope of the work.







## SECTION 8 - RECORDS ON SIMILAR PROJECTS



## Bentonville Public Works Complex

The Bentonville Public Works Complex consists of 146,500 of total building square footage that sits on 37 acres. It is made up of five stand alone buildings and houses the City's electric, water, street and engineering departments as well as their supply warehouse and a fueling station. There is an area dedicated to each department consisting of offices, conference rooms and bay areas for trucks and equipment.

## **EMSA Education Center**

This 16,000-square-foot addition to an existing mid-1980s facility is the first campus improvement since the initial building was erected. Constructed over a 12-month period, the new space allows for a covered drive-through for all EMSA vehicles, as well as new and expanded office areas. The second floor includes two large classrooms for training sessions for EMSA personnel. This is a structural steel project with metal panels, masonry and window louver accents.



## Rogers County Courthouse

This project is a 102,000-square-foot courthouse that houses six courtrooms with shell space for future expansion. The exterior includes 300 precast panels with 30,000-square-feet of brick accents and a seven foot diameter clock at the eave of the building. The new courthouse has a sally port and secure access directly from the existing jail to the courtrooms on the 3rd and 4th floors via secure elevator.







## Missouri Crime Lab

This project includes the renovation of the original building built in 1929. The three-story lab has 49,000 square feet on the first floor, 57,000 square feet on the second floor and 17,500 square feet on the third floor. The renovation consists of new office space, laboratories, a pre-cast stairwell, elevator, and extensive glass curtain walls and brick veneer. The building was completely renovated down to the existing structural shell and rebuilt to current codes and standards.

## Tulsa Police Department Forensics Lab

This facility is a joint venture between the City of Tulsa and Oklahoma State University. The lower two floors in the five-story building feature space to preserve more than 36,000 evidence items and equipment to conduct fingerprint analysis, DNA testing, firearms examinations, controlled substance analysis and handwriting analysis. The remaining floors serve as an educational facility for the University with forensic science classrooms and research laboratories. The project also features biomedical science research labs and faculty offices.



## Springfield Police Station

SPRINGFIELD POLICE DE

This project included the complete renovation and redevelopment of the existing police headquarters building. The structure was modified to include a new main entrance at the West end and a revised Southern elevation. The project included all new interior finishes, HVAC, and electrical systems, emergency power systems, exterior windows and site development.





## **Rocklin Police Station**

This 40,000 square-foot project features a full-service police facility. The building features a 3,600 square foot storage building, a 25-yard shooting range, a custody area which supports administration, patrol and support services, an investigation laboratory, a fitness and training room, a new state-of-the-art dispatch center with projected status and mapping, individual ergonomics and climate systems.

## St. Robert Municipal Center

This renovation of an old retail store became the new City administrative offices. The building houses the police department and city jail, courtrooms, city council chambers and all city departments. The facility also features a museum room to display historical St. Robert's artifacts. The project included service bays for city vehicles as well as a drive-up window for transactions. The design reoriented the buildings original access to give it a more modern, open feel. Extensive millwork and curved ceilings and walls give the facility a unique look beyond the typical city hall.





## Benton County Juvenile Justice Complex

This 34,000-square-foot facility houses up to 36 inmates. The first wing features three cell pods, central control station, visitation rooms, classrooms, kitchen, commercial laundry, outdoor recreation and staff offices. The second wing serves as the administration office space for payroll, intake and counseling. The second wing also houses a court room, jury room and the judge's quarters.





## Oklahoma City Federal Complex

This project was the new construction of a 180,000-square-foot replacement campus located just two blocks from the site where the Alfred P. Murrah building once stood. The four-story office building sits on an entire city block with parking and extensive landscaping on the adjoining block for security purposes. Steel bridges with glass floors cross the lobby, offices are a mix of open workstations and private rooms, conference, lounge, and fitness areas are also included.

## Taos Administration & Judicial Complex

This project included constructing three buildings that are joined by a central courtyard: a detention center, a state and county courthouse and county administration building. A secure, underground tunnel connects the detention center to the courthouse. The project was divided into two phase. Phase I was the new complex construction. Phase II was the demolition of the existing complex. The final phase included the addition of a parking structure.



## THE PARTY OF THE P

## Citrus Heights Police Service Center

This project was a 20,000 square-foot single-story, masonry block, steel and wood frame police facility with a pre-finished metal roof. The building components included state-of-the-art security systems, interview rooms with lock down capabilities, holding cells, administrative offices, an exercise room, locker rooms with showers, and connected a full-service 100-vehicle & motorcycle maintenance/repair building.



## SECTION 9 - OWNER VERIFICATION



## BENTONVILLE PUBLIC WORKS COMPLEX

Owner: City of Bentonville

Mike Bender, Public Works Director

mbender@bentonvillear.com

(479) 271-3112

Architect: Hight Jackson Associates

Brian Jackson

bjackson@hjarch.com

(479) 464-4965



## **EMSA Education Center**

Owner: Emergency Medical Services Authority

Sara Bovaird, Executive bovairds@emsa.com (918) 596-3100

Architect: Todd Architecture

Whit Todd, Principal

wtodd@toddarchgroup.com

(918) 495-3993



## ROGERS COUNTY COURTHOUSE

Owner: Rogers County Oklahoma

Dan DeLozier, Commissioner ddelozier@rogerscounty.org

(918) 923-4798

Architect: BKL, Inc.

Kim Reeve, Principal reeve@bklinc.com (918) 835-9588





## Section 10 - Building Information Modeling

## **BIM Experience**

For renovation projects, Building Information Modeling (BIM) can provide a significant and successful transition from design to construction. BIM is an intelligent model-based process that provides insight to help plan, design, construct and manage buildings and infrastructure. When managed correctly, BIM gets the right information to the right people at the right time – resulting in a higher quality and better value project.

Flintco has an in-house dedicated BIM team, which includes two full-time licensed architects. Led by Jason Schrader, AIA, CM-BIM (one of only a few who holds this certification in the Southeast), our BIM team will help lead the coordination with the designers to manage the building systems as much as possible during the design phase.

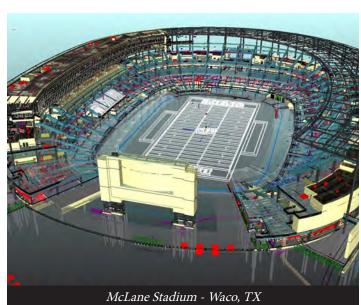
These efforts will save valuable time during construction by lowering the number of Requests for Information (RFI) and change orders. Leveraging 3D models from the design team, Flintco's Preconstruction team can extract extremely accurate quantities to verify that our numbers are correct. We will be able to analyze budgets and make more informed cost decisions using Flintco's technology.

Most contractors that use BIM technology have coordinators who oversee the process but leave the modeling and coordination efforts as the subcontractor's responsibility. The result produces varying results and successes depending on the capabilities of the subcontractor – many outsource the BIM to a third-party vendor. Flintco truly manages the process inhouse and has the capability to do the modeling to assist subcontractors.

## Flintco Projects That Highlight BIM

Bentonville West High School	Centerton, AR
Arkansas Arts Academy	Bentonville, AR
• Blake Street House	Bentonville, AR
• Crittenden County Hospital AR	West Memphis,
• FedEx Air Operations and Training Center	Memphis, TN
• FedEx Experience Center	Memphis, TN
• St. Jude Data Center	Memphis, TN
Collierville High School	Collierville, TN
Baylor Business School	Austin, TX
• Baylor Football Stadium	Austin, TX
• University of Texas Chiller Station 7	Austin, TX
• Seaholm High Rise Tower	Austin, TX
• Seaholm Power Plant Redevelopment	Austin, TX
• Travis County DA Office	Austin, TX
• St. Jude Tower Kay Research and Care Center	Memphis, TN
Memphis Specialized Laboratory	Memphis, TN
Methodist Germantown ED Expansion	Germantown, TN
Village at Germantown Assisted Living	Germantown, TN
West Cancer Clinic	Germantown, TN
Tahlequah Clinic	Tahlequah, OK



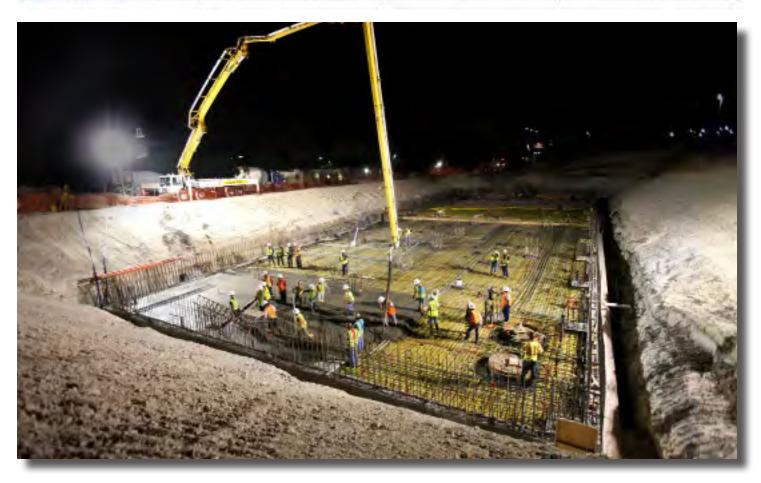






## SECTION 11 - CURRENT & PROJECTED WORKLOAD

Project	Owner	Percentage Complete	Scheduled Completion
The Momentary	Crystal Bridges Museum of American Art	92%	February, 2020
City U Multi-Family	Rope Swing Hospitality Group	2%	October, 2021
Rogers High School Athletic Improvements	Rogers Public Schools	3%	December, 2020
Job Order Contract	University of Arkansas	On-going	On-going
Track Operations Center	University of Arkansas	2%	December, 2020



Our Northwest Arkansas team is ready to begin your project right away. With more than 70 local professionals calling NWA home, we can begin your project immediately.





## SECTION 12 - MAXIMUM BONDING CAPACITY & RATE



One Tower Square Hartford, CT 06183

January 24, 2019

To: Flintco, LLC, (a subsidiary of Alberici) 184 E. Fantinel Blvd. Springdale, AR 72762

To Whom This May Concern,

We are pleased to share with you our experience as surety for Flintco, LLC, a subsidiary of Alberici. We consider Alberici one of our outstanding and most valued clients in whom we have the highest confidence. Throughout the past 100 years Alberici has, in our opinon, remained properly financed, well equipped and capably managed. Based on a conservative internal credit system, we rank Alberici's financial strength and condition in the top 5% of our portfolio. Very few clients achieve this status and it reflects how well run the company is in several facets.

Travelers current A.M Best rating is A++ XV, and is approved by the Arkansas Department of Insurance and authorized to issue bonds in the state of Arkansas. Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, has a reinsurance agreement in place with other Trayelers' companies. Combined, these companies, which are licensed by the Treasury, provide Travelers Casualty and Surety Company of America with approximately \$2 billion in capacity above and beyond its \$201.6 million single risk limit.

Travelers Casualty and Surety Company of America has participated in total work programs on behalf of Alberici in excess of \$250,000,000 on single contracts and \$2,200,000,000 aggregate. This information is provided only for general evidence of capabilities and bonding capacity on a normal operating basis and is not intended to represent the maximum bonding capacity available for this firm.

This letter confirms that, in the event Flintco, LLC should be selected for proposed Project, Travelers Casualty and Surety Company of America is prepared to provide the required Performance and Payment Bonds on behalf of Plintco, LLC covering the Project up to 100% of the contract price, subject to our normal underwriting requirements at the time the request is made.

Alberici enjoys an excellent reputation of meeting all of their responsibilities and obligations in a professional manner and has a number of repeat customers because of their fine results. Travelers places a high level of confidence in Alberici's financial strength, technical expertise, integrity and ability to select projects. It is our privilege to recommend Filnteo, LLC, as a subsidiary of Alberici, to you.

Sincerely,

Travelers Casualty and Surety Company of America

Richard W. DuPont, Managing Director, Construction Services

The undersigned declares under penalty of perjury that the above statement(s) submitted is true and correct and that this declaration was executed in St. Louis County, Missouri.

Signed, sealed and dated this 24th day of January, 2019

By: Cheryl & Mcaleers.
Cheryl L McAlcenan - Notary Public

CHERYL L. MCALEENAN Notary Public - Notary Seal STATE OF MISSOURI My Commission Expires: May 15, 2020 Commission # 12487106 TOTAL BONDING CAPACITY \$2.2 BILLION

Richard W. DuPont

(314) 579-8315

(314) 579-8388(fax)

Bond & Specialty Insurance

Managing Director, Construction Services

940 West Port Plaza, St. Louis, MO 63146

BOND RATE: \$7.75 PER THOUSAND





## SECTION 13 - PROOF OF LICENSURE

License No. 1976870519

**AMENDED** 

ID #2335

## State of Arkansas

## Commercial Contractors Licensing Board

FLINTCO, LLC 8800 PAGE AVE ST LOUIS, MO 63114

This is to Certify That

FLINTCO, LLC

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
MUNICIPAL & UTILITY
CONSTRUCTION

This contractor has an unlimited suggested bid limit.

amended

May 25, 2018

until Ma

May 31, 2019

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



CHAIRMAN

SECRETARY May 25, 2018 - da







## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	terms and conditions of the partificate holder in lieu of such e	oolicy, certain policies may require an er endorsement(s).	naorsement	. A statement on this t	certificate does not confer	rights to the
PROD	UCER	1-314-746-4700	CONTACT NAME:	Karen Abromovich		
Hunt	leigh McGehee			314-746-4775	FAX (A/C, No): 314-	889-3735
8235	Forsyth Boulevard		E-MAIL ADDRESS:	kAbromovich@hmris	k.com	
	e 1200			INSURER(S) AFFORDIN	IG COVERAGE	NAIC #
Clay	ton, MO 63105		INSURER A :	ARCH INS CO		11150
INSUR	ED		INSURER B :	ARCH IND INS CO		30830
Flin	tco, LLC		INSURER C :			
1624	West 21st Street		INSURER D :			
			INSURER E :			
Tuls	a, OK 74107 USA		INSURER F :			
COV	ERAGES	<b>CERTIFICATE NUMBER:</b> 534845236		RE	VISION NUMBER:	
		LICIES OF INSURANCE LISTED BELOW HAV				
		NY REQUIREMENT, TERM OR CONDITION MAY PERTAIN. THE INSURANCE AFFORDS				
		SUCH POLICIES. LIMITS SHOWN MAY HAVE			10 0000001 10 ALL	,,
INSR I TR	TYPE OF INSURANCE	ADDL SUBR INSD WVD POLICY NUMBER		ICY EFF POLICY EXP	LIMITS	

**COMMERCIAL GENERAL LIABILITY** \$ 2,000,000 41 PKG8922405 01/01/19 01/01/20 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE | X | OCCUR \$ 500,000 PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY \$ 4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY X PRO-PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) Α AUTOMOBILE LIABILITY 41PKG8922405 01/01/19 01/01/20 \$ 1,000,000 BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED AUTOS NON-OWNED ALL OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION X PER STATUTE 44WCI8945205 01/01/19 01/01/20 AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 01/01/20 \$ 1,000,000 41WCI8922305 01/01/19 E.L. EACH ACCIDENT N N/A \$ 1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1624 West 21st Street	AUTHORIZED REPRESENTATIVE
Tulsa, OK 74107 USA	Michl#Showhan gr

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