



City of Dayton, Ohio
Department of Central Services
Division of Purchasing

**PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGER
AT RISK (CMAR) FOR THE
JAMES M. COX/DAYTON INTERNATIONAL AIRPORT**

REQUEST FOR QUALIFICATIONS (RFQ) NO. 16063D

November 2016

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SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFQ Process to:

City of Dayton, Division of Purchasing, Room 514
Donita Jo Garner CPPB
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4035
Fax: (937) 234-1600
E-Mail: donita.garner@daytonohio.gov

All communications/questions concerning this RFQ must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFQ Schedule). Written responses will be prepared by the City and posted on the city’s web site by the date listed in *Section 1.02*. Changes to this RFQ will be made only by formal written correspondence issued by the City of Dayton OH (City). The City nor James M. Cox/Dayton International Airport (DAY) will not be bound by any information conveyed verbally.

A copy of this proposal and any additional documentation may be found at the City of Dayton’s website at: <http://daytonohio.gov/bids.aspx>

1.02 RFQ SCHEDULE. The following is the anticipated schedule for the RFQ Process:

Issue RFQ:	November 2, 2016
MANDATORY Pre-Proposal Meeting:	Meeting will be at James M. Cox/Dayton International Airport - Atrium at 1:30 P.M. local (Dayton OH) time on November 16, 2016
Last Day to Submit Questions:	10:00 A.M. local (Dayton OH) time on November 22, 2016
Written Responses to Questions:	November 29, 2016 no later than close of business
Due Date for Proposals:	11:00 A.M. local (Dayton OH) time on December 8, 2016

1.03 PRE-PROPOSAL MEETING. The City shall conduct a **MANDATORY** pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFQ Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Review the City’s Procurement Enhancement Plan (PEP) goals
- Answer questions

Attendance, in person or via video conferencing, is **MANDATORY** for all who intend to submit a proposal. It is highly recommended that all Proposers attending this meeting have reviewed the RFQ in detail, and are prepared to bring up any substantive questions not already addressed by the City. To Access the conference via video, using GoToMeeting®, see instructions below:

Link: <https://global.gotomeeting.com/join/745523725>

Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.

Dial +1 (872) 240-3412

Access Code: 745-523-725

Audio PIN: Shown after joining the meeting

Meeting ID: 745-523-725

This shall be the only opportunity for the Proposer to meet with the City prior to submitting the Scope of Qualifications (SOQ). Each Proposer should limit representation at this meeting to no more than two (2) persons. Attendance at this meeting is mandatory for all who intend to submit a proposal.

1.04 SUBMITTING A PROPOSAL. Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one (1) original copy signed by an officer authorized to bind the company and eight (8) hard copies and nine (9) electronic media copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFQ No. 16063D – Professional Services For Construction Manager At Risk (CMAR) For The James M. Cox/Dayton International Airport
City of Dayton, Division of Purchasing, Room 514
Donita Jo Garner CPPB
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by time/date indicated in Section 1.02 RFQ Schedule. Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the Proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFQ or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any subcontractors proposed for work under this proposal or waive any minor irregularities.

The City reserves the right to select the successful Proposer on the basis of proposals received, without seeking further information for clarification from Proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFQ.

The City does not guarantee that any contract will be awarded as a result of this RFQ. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.05 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- **Letter of Transmittal:** The Proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFQ, and to certify that thorough review of this document, its exhibits and all attachments was completed prior to submitting the SOQ. Proposer shall present any attributes that the Proposer believes are unique to its team, making them especially qualified to perform the services for the City and DAY as it relates to the requirements of this RFQ. The SOQ shall follow the format as indicated in Exhibit A, including the Statement of Qualifications Outline and Minimum Content Requirements. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** - The street address of the Proposer's company headquarters.
 - **Local Office of Proposer** - Provide the location of the Proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** - State the Proposer's primary business, the number of years in the Proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.

- **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City’s primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFQ requirements:** Provide a detailed description of any/all exceptions taken to the requirements of this RFQ, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFQ section/sub-section numbers. Any other departures from the city’s RFQ are to be identified and failure to do so shall make the proposal non-responsive. City’s standard Terms for Payment are Net 30 days from date of invoice once the project is completed, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFQ Requirements.
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.06 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY

- Incomplete or non-responsive proposal
- Failure of Proposer to attend or send a representative to the **mandatory** pre-proposal meeting
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.07 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFQ will be considered in the Evaluation process of this RFQ. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

Evaluation Criteria for Goods and Services		
Item	Description	Percentage Possible
1	Team Qualifications	20%
2	Pre-Construction and Construction Phase Services	20%
3	Project Approach and CMAR Team Commitment	15%
4	Firm(s) Qualifications	15%
5	Management and Staffing Plan	10%
6	Project Controls	10%
7	Dayton Local Business	5%
8	PEP Certified Vendor	5%
9	Financial Capabilities	Pass/Fail
10	Airport Terminal Construction and CMAR Experience	Pass/Fail
	Total Points	100%

1.07.1 The following details on criteria will be used in the evaluation to assess and document the degree to which the SOQs submitted meets that criterion and the requirements contained in the Airport Terminal Modernization Program (ATMP) Construction Manager At Risk (CMAR) scope.

- 1- Team Qualifications (20 Points)**
 - a. Each Proposer shall submit a list identifying:
 - The Key Personnel on the proposed team.

- A description for each Key Personnel position at pre-construction and construction phase of the project.
- b. Provide a written assurance that the key individuals listed will be performing the work and will not be substituted with other personnel or reassigned to another project without DAY's prior written approval.
- c. Provide a resume for each key person demonstrating their qualifications and experience. Resumes shall include a description of training and experience in their respective areas of expertise, including their education, professional licensing, airport experience, CMAR experience, and other work experience over a minimum of ten (10) years. CMAR experience is desirable. Resumes shall indicate whether or not each person has previously worked with members of the proposed team on similar projects.

2- Preconstruction and Construction Services (20 Points)

- a. Describe Proposer's concepts for working in a team relationship with the City and DAY.
- b. Describe how the Proposer's involvement in the design phase affected the outcome of the project with regard to quality, constructability, safety, cost and schedule.
- c. Describe your proposed method, using examples, of how you have influenced design to ensure safety in construction.
- d. For construction planning, describe Proposer's recommendations of the composition, sequence, and timing of bid packages in order to meet the Project Schedule.
- e. Describe Proposer's methods for advertising, prequalifying subcontractors, receiving proposals, and awarding contracts to subcontractors on this project.
- f. Describe Proposer's process for developing project specific phasing and logistics plan.
- g. Provide a high level schedule for this Project.
- h. Describe Proposer's perception of critical construction issues for this Project and strategy for mitigating risks.
- i. Describe Proposer's ability and plan to self-perform work on this Project.
- j. Describe Proposer's plan to phase construction and demolition of existing structures to minimize impact to airport operations.
- k. Describe the Proposer's commissioning management experience which includes coordination with third-party commissioning services consultant. Include your approach to system testing, activation, and commissioning.
- l. Describe your approach to evaluate subcontractors and provide examples of your Team's experience with local subcontractors. Include methods of advertising, receiving proposals, and awarding subcontracts.
- m. Describe your approach to dispute resolution and the management of contractual conflicts.
- n. Describe your approach to Project Closeout, including the handover of record documentation.

3- Project Approach and CMAR Team Commitment (15 points)

- a. Outline your management tools, strategies and methodologies that will enable delivery of the Project including any key assumptions, exclusions, constraints and opportunities to be realized.
- b. Detail any important interfaces for the Project with External Stakeholders and detail how you propose to manage those interfaces.
- c. Outline how the Work will be delivered around possible restricted working times and operating areas of an active airfield/airport.
- d. Provide your methodology for the procurement of any long-lead items.
- e. Describe your approach to innovative methods for construction utilizing the CMAR project delivery method.
- f. Describe your experience in providing sustainable and energy efficient solutions to large infrastructure projects.
- g. Provide a narrative of the main technical challenges you anticipate in the Project and how you propose to manage them.
- h. Describe your approach to Project communication.
- i. Describe your approach to implement a Health and Safety culture among the workforce.
- j. Describe Proposer's quality assurance program. Explain methods used to ensure quality control during the construction phase of the Project. Provide specific examples of how these techniques or procedures were used from any of the projects listed in response to this solicitation.
- k. Describe how Proposer's quality control team will measure the quality of construction performed by subcontractors and how non-conforming work will be addressed.
- l. Describe Proposer's experience with building information modeling (BIM) and how BIM DAY benefited the program delivery.

- m. What tools does the Proposer use for risk management. Show how they are implemented and used. Identify any opportunities and demonstrate how they may benefit the City and DAY.
- n. Describe your experience on a construction project that had an Owner's Design to Budget and how you ensured it was maintained.
- o. Describe your approach to conflict and dispute resolution and the management of contractual conflicts.

4- Firm (s) Qualifications (15 Points)

- a. Explain your organization structure and why it has the necessary expertise and resources to execute a project of this scope:
 - If a JV, further explain why your firms decided to partner.
- b. For any Key JV partner or significant subcontractor, provide your previous relationship history of working together
 - What is the strength each key firm brings to this relationship?
- c. Provide a description of a minimum of three (3), and a maximum of six (6) projects performed by your firm and/or team member that are similar in type, scope, cost and magnitude to the ATMP, especially at operating airports, large public projects or large private projects.
- d. Teams may use the same projects as submitted in the Pass/Fail requirement.
- e. For all projects submitted, provide the project name with the associated client name and contact information. Provide the associated Design Consultant name and contact information. Provide a list of all Key Personnel who worked on each project.
- f. Provide a list of all major (ACI top 100 passengers) airport clients in the last ten (10) years.
- g. Proposer and if a Joint Venture, each member of the Joint Venture, must have an Experience Modification Ratio (EMR) at or below .95 for the previous 12 months (based on the RFQ issuance date). This information must be validated in a letter from the Proposer's insurance carrier.
- h. Proposer and if a Joint Venture, each member of the Joint Venture, shall provide an OSHA Form 300A Summary of Work – Related Injuries and Illnesses for all company activities in the past five (5) years.
- i. Has the Proposer or any member of the Joint Venture received a citation from OSHA s in excess of serious (i.e., willful) within the previous five (5) years? If yes, provide details.

5- Management and Staffing Plan (10 Points)

- a. Describe the organization of the Proposer's team – provide an organization chart for both Pre-Construction Phase Services and Construction Phase Services.
- b. Provide a management and staffing plan in a table format that lists all of the project tasks and proposed team member names to each project task and their level of responsibility for each task labeled Resource-Loaded Staffing Plan. The management and staffing plan must indicate all Key Personnel required to implement the pre-construction documents as well as Key Personnel required for the construction phase.
- c. Each Proposer shall submit a table showing all Key and non-Key Personnel and the percentage of time assigned to the Project.

6- Project Controls (10 Points)

- a. Describe Proposer's recommendation of software programs, web-based applications, building information modeling, and other computer applications to be used or required for project management on this Project.
- b. Describe how Proposer will develop, maintain, and update the Project schedule during preconstruction.
- c. Describe Proposer's approach to assuring timely completion of this project, including methods for float creation and schedule recovery, if necessary. For any projects referenced, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.
- d. Describe detailed construction cost estimating methods, including historical benchmarking data that will be used to ensure Design to Budget compliance through the Pre-Construction Phase.
- e. Describe how innovative work practices, innovative use of technologies, and innovative techniques or cost reduction strategies could benefit DAY. Describe how the Proposer's cost control process will ensure the executed GMP proposal will be within DAY's budget on this Project. Explain how one of these examples may be employed on this project to provide a similar benefit to DAY.
- f. Describe cost tracking and control methods during construction. For any projects referenced, provide examples of how these techniques were used and the degree of accuracy achieved.
- g. DAY intends to accept a Guaranteed Maximum Price (GMP) proposal prior to completion of Construction Documents. Describe Proposer's process for ensuring that the design documents provide the information necessary to arrive at a complete GMP (level of completion 60, 90% etc.), including all city requirements with reasonable contingencies.

- h. Describe proposed contingencies in the GMP and how these contingencies will be managed through of Construction Phase Services.

Ordinance #31023-10 (hereinafter referred to as 'the Ordinance') passed by the Dayton City Commission provides for a Dayton Local Business and MBE, WBE or SBE Bidder Preferences for Goods and Services purchased by the City of Dayton as defined in Section 35.42 of the Revised Code of General Ordinance (R.C.G.O.). Link:

https://www.municode.com/library/oh/dayton/codes/code_of_ordinances

7- Dayton Local Business (5%)

Dayton Local Business. A business located within the corporate limits of the city that has filed or paid a payroll or earnings tax in the most recent calendar quarter and is a taxpayer in good standing with the City of Dayton.

8- PEP Certified Vendor (5%)

If claiming Certified M/W/SBE preference, the business must submit a current copy of the City of Dayton HRC certification letter with the proposal.

<http://daytonhrc.org/wp-content/uploads/2014/12/HRC-Certification-Fact-Sheet.pdf>

9- Financial Capabilities (Pass/Fail)

Financial Capabilities, submitted audited financial statements for the last two years. Provide evidence of ability to provide the required Surety Bond.

10- Airport Terminal Construction and CMAR Experience (Pass/ Fail)

- a. Airport Experience. Proposer must have provided services as Prime or Joint Venture (JV) Partner on at least one (1) major operating airport terminal or concourse project, in excess of \$100 Million in contract value that obtained final completion within the last ten (10) years.
- b. CMAR Experience (Projects that may overlap with Airport Experience). Proposer must also have experience as Prime or JV Partner on a CMAR delivery project, in excess of \$200 Million in contract value that obtained final completion in the last 10 years. Proposers that fail to meet these criteria will be removed from any further consideration and no further scoring of their submission will take place. (This information must be validated in a letter by project Owners).

1.07.2 SELECTION PROCESS AND CONTRACT AWARD

- a. CMAR services will be procured in accordance with all applicable laws pertaining to CMAR services and the terms, conditions and requirement set forth in this Two-Step RFQ. The evaluation panel comprised of City and DAY personnel will evaluate the Submittal of Qualification (SOQ) proposals and will recommend a list of short listed Proposers and will determine if they are deemed qualified to participate in Step Two (See Section 1.07).
- b. The City and DAY reserves the right to:
 1. Negotiate changes in the scope of the work or services to be provided.
 2. Withhold the award for any reason it may determine, in its sole discretion, and to waive or decline any technicalities or irregularities in any Step One SOQ or Step Two Proposal.
- c. Fees or pricing shall not be submitted in Response to Step One of this RFQ for a Two-Step CMAR selection process. If fees, prices or cost are included in Step one of this RFQ, the Response will be deemed non-responsive.
- d. By submitting its Step One SOQ in response to this RFQ, Proposer accepts the qualification process and accepts that determinations of the most highly qualified firms will require the discretionary judgments of the City and DAY. If Proposer is invited to submit a fee proposal in Step Two of this process, Proposer accepts the evaluation judgment of the evaluation panel.

1.07.3 ADMINISTRATIVE REQUIREMENTS AND NOTIFICATION OF SHORTLISTED PROPOSERS

STEP ONE of the SOQ shall consist of the following two (2) Parts: PART A and PART B

PART A – Administrative Requirements

The Proposer shall complete all the City Required Forms provided in the Exhibits. The Proposer shall not delete, modify or supplement the printed matter on the Administrative Requirements Forms.

PART B – Statement of Qualifications – Response to Section 2, Exhibit A, including the Statement of Qualifications Outline and Minimum Content Requirements and all other documentation requested in this RFQ.

Evaluation (Step One) – Criteria is stated in Section 1.07

- Each Proposal received will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFQ requirements. Submittals from Proposers that meet the Minimum Qualifications will be evaluated.
- Upon completion of the SOQ evaluation process, the City, at its sole discretion, may choose to develop a shortlist of Proposers for further consideration. Shortlisted Proposers may be scheduled for a structured oral presentation and to submit a Price Proposal for Task One – Preconstruction Services. At the end of the oral presentation and/or interview, the evaluation of the shortlisted Proposers will be completed. The oral presentations and/or interview may be recorded and/or videotaped. The City and DAY will request additional information from Proposers to present at this time.
- Proposers will be notified in writing of the date, time, and location of their presentation. The shortlisted Proposers shall be further evaluated based on their submittal and presentation. Oral presentations and interviews will be at no cost to the City. Technical Qualification Proposal Scores will not be disclosed to Proposers prior to the interview.

STEP TWO - Notification of Shortlisted Proposers Interview/Oral Presentation - By Invitation Only

- The City’s Division of Purchasing, in agreement with the Department of Aviation, will provide a written invitation to the qualified Shortlisted Proposers with an opportunity to attend an Interview. The Invitation will contain detailed instructions, an agenda (to include questions, time limits, expectations, etc.), location and time for each invited Proposer to attend the Interview. Technical Qualification Proposal Scores will not be disclosed to Proposers prior to the interview.
- Invited Proposers will be asked to present their interpretation and approach to accomplishing the Project’s design concept based on information provided within this document and other referenced documents including the ATMP Master Plan. Shortlisted Proposers may receive clarifying questions from the evaluation committee in advance of their presentation and interview. The evaluation criteria and scores described in the selection process will remain the same for the interview / oral presentation.
- Please note that the City nor DAY is not responsible for costs associated with oral presentation and interviews.

1.08 MISCELLANEOUS ITEMS - ADDITIONAL CONDITIONS

1. EXHIBIT C AND EXHIBIT D - Proposer should review these documents for they will be utilized for future constructions projects that may result from this RFQ. Exhibit C is self explanatory. Exhibit D for details please refer to Section 3.03 of this RFQ.
2. CONTRACTOR PERFORMANCE LANGUAGE - Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.
3. INSPECTIONS AND AUDITS - DAY representatives shall have the right to perform, or have performed, (1) audits of Contractor’s books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.
4. INTERPRETING SPECIFICATIONS

- 4.1 The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City and DAY are soliciting Statements of Qualifications to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFQ for guidance, but they are not intended to preclude Proposer(s) from recommending alternative solutions offering comparable or better performance or value to DAY.
- 4.2 Changes to this RFQ will be made only by formal written correspondence issued by the City of Dayton OH (City). Results of informal meetings or discussions between a potential Proposer(s) and a DAY official or employee may not be used as a basis for deviations from the requirements contained in this RFQ.

5. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

- 5.1 Proposers who provide false or misleading information, whether intentional or not, in any documents presented to DAY for consideration in the selection process shall be excluded. Any false or misleading information in these documents would in effect, render the entire document suspect and therefore useless.

All Proposers submitting an SOQ will be notified, upon final determination by the City, if the firm was selected to perform the requested work.

POST-SUBMITTAL DISCUSSIONS WITH PROPOSER(S) - It is DAY's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City and DAY reserves the right to conduct post-submittal discussions with any Proposer(s).

Any Proposer who submits an SOQ which involves prohibited firms, joint ventures, or teams may be rejected as non-responsive regardless of whether that Proposer sought prohibition clarification or not. DAY shall be the sole arbiter of which firms are prohibited from submitting on this project.

SECURITY AND BADGES - AIRPORT SECURITY:

- **Access to Airport Property** - This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the airport. (See Airport Security Badges section below.) Consultant, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Consultant, Subcontractors, their respective employees, invitees and all other persons under the control of Consultant must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations. The airport can refuse to issue or revoke a security access badge pursuant to applicable laws, rules, regulations, policies and procedures.
- **Airport Security Badges** - Consultant must obtain from the airport badging office Airport Security Badges for any person working at the airport on Consultant's behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge or a badged escort. The fee to obtain an Airport Security Badge is \$100 per person. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Airport Police Chief/Security Coordinator may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). Consultant is responsible for requesting and completing the form for each person who will be working at the Airport on Consultant's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Airport Police Chief/Security Coordinator or his

designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Airport Police Chief/Security Coordinator may grant or deny the application in his sole discretion. In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA. Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area. In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- All individuals must wear and visibly display their Airport Security Badges on their outer apparel, above the waist, at all times while at the Airport.
- All individuals operating a vehicle on the Aircraft Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of Ohio, City of Dayton and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport.
- Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.
- Consultant's personnel who function as supervisors, and those that escort Consultant's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

SECTION 2 – SCOPE OF PROJECT

The City of Dayton OH's (City), Department of Aviation invites interested companies to submit Statements Of Qualifications (SOQ) in accordance with Ohio Revised Code (ORC) Sections 9.33 through 9.335 to provide Construction Manager At Risk (CMAR) Services for the Airport Terminal Modernization Program (ATMP) at the James M. Cox Dayton International Airport (DAY). This is a Two Step Process.

2.01 Purpose and Need / Project Description. The City's Department of Aviation is seeking proposals from highly experienced and from Construction Management at Risk (CMAR) firms, teams, and/or joint ventures for the construction of the ATMP. DAY is seeking a project team approach to construction management with a focus and commitment to achieving design and construction excellence. The CMAR procurement delivery process allows the owner to choose a Construction Manager at Risk concurrent with the Design Consultant for the ATMP. The CMAR will provide preconstruction services while the design is being completed. Subsequently, the CMAR will negotiate a Guaranteed Maximum Price (GMP) for the construction phase of the work. A Construction Management at Risk project delivery method will expedite the project to market and can also strengthen coordination between the Design Consultant and the CMAR. The collaborative effort between the owner, the CMAR and the Design Consultant will create enhanced synergies throughout the process. The successful CMAR will assemble a team that is experienced and technically proficient to work collaboratively with DAY staff, other consultants, and stakeholders.

2.02 Background INFORMATION. The James M. Cox Dayton International Airport (DAY), through an extensive planning effort, has identified a significant need for the modernizing the existing facilities to meet 21st century aviation industry standards and to provide an enhanced traveling experience to customers. Furthermore, the proposed modernization will improve operations to handle aircraft, and passengers, departing to and arriving from, scheduled and chartered flights. It will enhance passenger experience and improve flow through the terminal building.

To support growth plans in Dayton, DAY will complete a major capital improvement program, known as the Airport Terminal Modernization Program (ATMP) and hereinafter referred as the “Program” that will include the following elements known as the “Project” undertaken by DAY. This Scope is focused on design and construction coordination of airside, landside, roadway improvements, and utilities to serve the Project area.

2.02.1 ATMP VISION. Key to this Project’s success is to support the DAY’s mission to connect the people, businesses, cultures and economies of the world to Dayton. The CMAR will embrace the following DAY core values as they relate to the ATMP planning, design and construction:

- People - DAY will implement actions to enhance the passenger experience and promote the well-being of Airport employees.
- Resiliency - DAY will embrace regional efforts to implement actions to enhance the Airport’s resilience to impacts associated with climate change.
- Energy - DAY will utilize design and operational techniques to maximize energy efficiency and the use of clean and renewable energy sources.
- Stewards of the Environment - DAY will play a leadership role in the community by minimizing the Airport’s impacts to the natural environment and consumption of natural resources.
- Sustainable Investment - DAY will engage in sustainable and responsible investment of its land, capital, and human resources to contribute to a thriving regional economy that attracts and retains business partners.

2.02.2 ATMP MISSION - To support the DAY Mission and Core Values, the ATMP design will adhere to the following overarching themes and the details outlined in the **Sustainable Design and Construction Standards (Attachment “B”)** :

- Convenient, simple, functional, and intuitive for the entire passenger experience;
- Flexible design to safeguard for innovation and changes to technology, operations, and security;
- Technology-enabled for automated processing and customer convenience;
- Creating a sense of place reflective of the Dayton community and environment;
- Contemporary and timeless design with use of natural light for an open, expansive feel;
- Maintainable facilities and systems that consider whole-life cycle costing.
- Sustainable and energy efficient.

2.02.3 ATMP PLANNING OBJECTIVES The ATMP Master Plan, dated 08/05/2015, outlines the program background, existing conditions, program requirements, development plan, conceptual design criteria and program phasing to be validated by the Design Consultant and Construction Manager-at-Risk (CMAR). During the preparation of the master plan, DAY Terminal Planning Study (published August 27, 2012, was utilized to define the objectives of the ATMP through several sources, including interviews with DAY staff, workshops, and discussions with airport stakeholders. The Terminal Planning study and subsequent design efforts for the ATMP are documented in the Master Plan.

2.02.4 The ATMP design shall address the following key planning objectives as stated in the Master Plan:

- Provide a high level of customer service
- Replace aging infrastructure, ensuring a focus on the maintainability and total cost of ownership of new assets
- Develop a terminal facility that utilizes space efficiently
- Develop a terminal facility that maximizes concession revenue opportunities
- Increase opportunities for non-airline revenue sources
- Maximize airside envelope to establish flexible and high gate utilization
- Maintain existing operations during construction phasing

2.02.5 Additional considerations include the following:

- Plan to enhance passenger experience from drop-off through check point to the gates with clear Wayfinding and physical flow that enables a simple and clear operation
- Address passenger needs that include accessible restroom facilities and concessions
- Design the terminal facility with adequate and functional support for back-of-house operations including maintenance and equipment room space
- Plan for concessions logistics – consider how materials and deliveries move through the facility from the loading dock to designated spaces, away from the passengers and within a back of house environment; plan for centralized storage for concessions
- Consolidate operational spaces to support an efficient operation

- Design the facility to both integrate art within the terminal design elements and to consider placement of art when planning facility interiors
- Integrate advertising with the art program; plan for retail and commercial advertising to fit within the design
- Plan for the modern passenger, including mobile device charging stations
- Design for a tight building envelope that is properly sealed with energy efficient materials and glazing

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS. The following presents the general and specific scope of services for the Construction Manager at Risk (CMAR) Services for the ATMP. The order of magnitude estimated value of work with a range between \$120,000,000 and \$150,000,000.

A completed ATMP Master Plan is available to Proposers on the FlyDayton website (www.flyDayton.com). Excerpts of the terminal master plan are provided in Attachment "A". The entire Terminal Master Plan can be accessed through <http://www.flydayton.com/wp-content/uploads/2016/10/DAY-Terminal-Master-Plan-10-25-16.pdf>. The ATMP project scope elements will include:

- Connectors: Minimized length, increased width / height with views to airfield, created opportunity for four new close gates.
- Concessions: Increased square footage adds opportunity for additional vendors, central location close to gates will increase revenues.
- Intuitive Navigation: Central escalators / elevators and large views to airfield will improve passenger experience.
- SIDA Line: Requires off site loading dock site to be determined.
- Loading Dock: Increased first floor holding room, added second floor holding room to better serve concessions and operations.
- Infrastructure: System retrofits improve energy efficiency and reliability.
- Building Code: New construction will comply with "covered mall" provisions.
- Meeter and Greeter Space: Decongested front door space and new Family Lounge spaces along window walls improve passenger experience.
- Security Checkpoint: Expanded re-composure and increased width offers room for growth in Security Zone to comply with post 2001 requirements.
- Administration: Open central stair connects three levels of staff offices.
- Airport Operations: Centralized first floor accommodations can be accessed via secured corridor.
- Airline Tenant Operations: Accessed via secured interior corridor.

2.03.1 GENERAL SERVICES

- The CMAR shall be required to provide complete Pre-construction Services and Construction Work, and to furnish all, labor, materials, equipment, necessary and reasonable to complete the entire contemplated Work or improvements in accordance with DAY's requirements and the terms of the Contract. The Work includes, but is not limited to; permitting, supervision, testing, inspection, integration, commissioning building and system components and interfacing with third-party commissioning services, provider for integrated systems testing, information technology, systems integration and activation, regulatory requirements, project closeout, and all necessary general conditions that maybe reasonably inferred.
- The CMAR will be designated as the "Prime Contractor" of the ATMP site.
- The CMAR will be required to coordinate and work with the Program Management Team and the DAY contracted Design Consultant firms. Prime Design Consultant is currently under contract with DAY.
- The CMAR is responsible for the management and implementation of general services works and security for the site. This includes, but is not limited to: management of miscellaneous site preparation activities, escorting and work force transportation to and from the areas of work, subcontractor/trade work force logistics, clean-up and housekeeping, temporary works for construction, public safety barriers, fencing, partitions etc., traffic maintenance, and temporary signage.
- The CMAR is responsible for management of the project environmental plan and sustainability initiatives related to the site. This includes the tracking, disposition and reporting of demolition work, salvage of any materials, and reuse of any materials.
- Some work will be completed on the secure side of the airport. Security Identification Area or SIDA badges for employees will be necessary, as will full security measures and escorting.
- A portion of the project will be funded by the FAA's AIP and the PFC Programs. All work for the Project must be awarded to subcontractors via an open and fair competitive procurement process. The CMAR will be required to administer a bidding process to select subcontractors for the Project. The CMAR's competitive procurement

process must be open, fair and transparent, and should result in the CMAR selecting subcontractors that provide the best value to DAY.

2.03.2 PROJECT ROLES AND RESPONSIBILITIES

This section defines general roles and responsibilities for the entities involved in the Project.

Role	Responsibility
Dayton International Airport (DAY)	<ul style="list-style-type: none"> ▪ Approves, makes decisions throughout project phases ▪ Ensures that City-required decisions are made in a timely manner ▪ Facilitates communication with City of Dayton (COD) to keep all parties informed of project progress and construction permit submittals ▪ Provides key input on owner requirements related to planning, art program, technology, finance, operations, maintenance, security, and safety ▪ Provides leadership to the Program and advises COD/DAY on project status and key decisions affecting scope, schedule, budget, safety, and quality ▪ Develops policies, procedures, and execution plans to deliver the Program and Project ▪ Coordinates all work to be undertaken with DAY, City departments and external stakeholders (such as airlines, concessionaires) as necessary for the timely and quality execution of the Program ▪ Engages and collaborates with airlines and other airport stakeholders to minimize disruption of operations and services throughout the duration of the Program ▪ Manages contracting and project management process through all phases of design and construction ▪ Manages the CMAR contra
Program Team and Design Team (Design Consultant) - Construction Management	<ul style="list-style-type: none"> ▪ Provides management for overall Project ▪ Provides management specifically for cost, schedule, quality and safety ▪ Acts as interface between the DAY Executive Team and Design Consultant and Construction Manager at Risk (CMAR) ▪ Ensures integration and execution of project-specific controls systems ▪ Ensures change management decision-making process is defined, documented and understood ▪ Design Consultant provides execution for all phases of design to produce a final design that achieves Project objectives, scope, schedule, safety in design, and budget ▪ As Prime Consultant, leads and coordinates sub-consultants and specialty consultants ▪ Single point of contact to Construction Manager and Project Manager in project controls
Construction Manager at Risk (CMAR)	<ul style="list-style-type: none"> ▪ Provides management during pre-construction and construction phases for cost, schedule, work package planning and sequencing, quality, safety and constructability ▪ Performs design reviews and provides recommendations for design alternates to identify and resolve constructability issues and to assist in maintaining budget and schedule

2.03.3 RELATED PROJECTS CMAR shall coordinate Project execution and recommended phasing approach with other project teams, the City, airline representatives, project stakeholders, and other tenants and contractors executing concurrent capital improvement and tenant improvement projects. The following projects are either in construction or are planned to be

included in the CMAR scope of service or the DAY reserves the right to award upcoming projects under separate procurement packages for separate project delivery.

- a. Airside Pavement Rehabilitation and Construction - Airside projects include improvements to serve the newly constructed ATMP and or planned Terminal Apron Rehabilitation to be procured separately at a later date, or included as part of the future CMAR's scope of services, at the discretion of the DAY management.
- b. Landside Roadway Rehabilitation and Construction - Landside work includes roadway improvements required for improved flow of vehicular traffic in and around the ATMP, additional curb front and bypass lanes in front of the terminal, and new signage and wayfinding. The landside project includes development on the landside, or public areas, along North Terminal Drive in front of the ATMP.
- c. Airport-Wide Systems - Airport-wide Systems projects are associated with, and needed to properly develop and operate the facilities in the Terminal. Not all are required to be completed before the ATMP development is initiated. These projects are to be procured separately at a later date, or included as part of the future CMAR's scope of services, at the discretion of the DAY management.
- d. Tenants - Tenant improvements are projects within the DAY that third party tenants are responsible for designing and constructing the build-out.
- e. DAY Infrastructure - Additional projects either planned or in construction at DAY are identified within the DAY Capital Improvement Plan (CIP) and includes taxiway rehabilitation and additional airfield projects, plus several utility infrastructure projects. These projects are to be procured separately at a later date, or included as part of the future CMAR's scope of services, at the discretion of the DAY management.
- f. Future Projects - In addition to the above reference projects, CMAR will be required to interface with projects planned for the future that may not yet be identified as part of the CIP.
- g. DAY THIRD PARTY SUPPLIERS Third-party suppliers and installers may be contracted separately by DAY during the course of this project. The CMAR may be required to integrate those work packages into the course of its own construction during the project.

2.03.4 The TWO-TASK CONSTRUCTION MANAGER AT RISK CONTRACT. The Scope of Services is focused on pre-construction and construction phased services for the new ATMP.

The CMAR will perform pre-construction and construction services for this Project, with emphases on Phases I and II of the proposed ATMP master plan. The services will be provided under a Two-Task Construction Manager at Risk delivery method. The two tasks consist of:

A. TASK 1 PRE-CONSTRUCTION SERVICES

This task will commence shortly after award of the Contract and upon issuance of a Task 1 - Pre-Construction Notice to Proceed (NTP) by DAY and includes a Lump Sum for the Pre-Construction Services. The culmination of Task 1 will result in a Guaranteed Maximum Price (GMP) for Phase I scope of work.

The period of performance for Task 1 Pre-Construction Service will commence with an issuance of an NTP and will terminate upon DAY's acceptance of the ATMP GMP in accordance with the Work Phases and Milestones section of the RFQ.

Immediately upon issuance of the NTP the CMAR shall thoroughly review and become familiar with the Project scope, requirements and constraints, including:

- a. The goals and objectives of the Project
- b. Development and management of the Design to Budget
- c. Required project construction quality standards and requirements
- d. The development of project reports
- e. The needs and requirements of DAY and other Project participants
- f. The Project site and available records, as-built, specifications, local conditions and all related limitations and constraints
- g. Schedule assumptions and constraints

h. Coordination of co-location arrangements at DAY provided facility

The services provided by the CMAR are intended to be executed in a collaborative Project team environment. The CMAR is required to be engaged in the Project Design and Construction Document development process working with DAY and the Design Consultant. The CMAR shall collaborate, advise, assist, estimate, schedule and provide recommendations to members of the Project team on the design and construction aspects of the Project.

- A. Prior to commencing work and at a specific time and place to be determined by DAY, meet with the DAY Team for a post-award kickoff meeting. The goals of the kickoff meeting are:
- a. To integrate the CMAR into the DAY project team
 - b. To achieve consensus from the project team on any issues and concerns
 - c. To confirm that Scope of Work requirements are understood
 - d. To establish and explain policies and procedures for completion of a successful project
 - e. To establish expectations of the project schedule
 - f. To establish expectations of the ongoing cost estimate
 - g. To establish clear lines of communication and points of contact for the project team
 - h. The CMAR, Design Consultant and DAY's Key Personnel will be required to attend
- B. Following the kickoff meeting, the CMAR shall organize and lead a bi-weekly Project update meeting throughout the duration of the contract.
- a. Bi-Weekly Project Update Meeting (every other week) Following the Kickoff meetings, the CMAR shall organize and lead a Bi-weekly (every other week) Project Update Meeting throughout the duration of the Contract. The Bi-weekly Project Update Meeting shall be attended by the CMAR's Key Personnel and DAY. DAY reserves the right to cancel and request a rescheduling of this meeting. In addition to providing a project update to DAY, addressing both design and construction, and other risks and elements affecting the Project, the CMAR shall use this meeting to present the following project update documents to DAY: Updated CMAR's Risk Management Plan, updated permitting plan, updated cost estimates, and updated CPM Schedule. The CMAR shall submit the aforementioned project update documents to DAY at least one week prior to the Bi-weekly Project Update Meeting.
 - b. Design Progress Meetings
 - a. DAY will schedule regular Design Progress Meetings to determine progress of the development of the Design portion of the Work prior to allowing any construction to commence. These meetings will start within 30 days from the date of the Task1 Notice to Proceed after the project is awarded to the CMAR and will occur as noted below:
 - Task1 Design to Budget Period: Once a week minimum and as required to accomplish this Design to Budget task.
 - Task1 after Design to Budget: Weekly
 - Task2: Biweekly until submittal completion then as needed and determined by DAY.
 - b. Attendee: Design Progress Meetings will be attended by:
 - DAY and DAY's consultants
 - The CMAR's Key Personnel associated with Pre-Construction Services.
 - Major subcontractors as they become available.
 - Others as directed by DAY.
 - c. Agenda: The Design Consultant will be responsible for developing the meeting agendas in collaboration with the CMAR. The purpose of the meeting is to discuss significant items that could affect the completion of the Construction Documents and that have a major impact on the quality, cost and overall schedule of Work.
 - d. Minutes: The Design Consultant will record and distribute meeting minutes.
- C. Design to Budget
- a. Within forty-five (45) days after NTP, a Design to Budget cost component framework will be developed by the CMAR and Design Consultant. Jointly the CMAR and Design Consultant will use their experience, knowledge, and industry information from similar projects to develop the initial Design to Budget cost component

- framework. The Design to Budget must be agreed to by DAY prior to progressing the design to the schematic design phase.
- b. The Design to Budget will be the framework/benchmark to which the cost estimates are measured. All changes from Design to Budget allocations will require agreement by DAY.
 - c. The CMAR shall be responsible for updating the project construction cost estimate throughout development of the Construction Documents at DAY's request. Many of these estimates may be on specific Design to Budget allocations to ensure that the design is developing and maintaining expected quality standards. Cost estimates will be updated monthly, at a minimum, as well as at any design change affecting cost.
 - d. DAY will retain a cost team throughout the project to evaluate costs developed or proposed by the CMAR.
- D. Preliminary Schedule
- a. Within Thirty (30) days after NTP, the CMAR shall prepare and submit a preliminary schedule for execution of the Work for DAY review and response. The Preliminary Schedule shall also include the Design Consultant's design activities.
 - b. The CMAR shall develop and revise the Preliminary Schedule as required by conditions and progress of the Work and as indicated in the Contract, but such revisions shall not relieve the CMAR of its obligations to complete the Work within the Contract Time. Review of, and response to, the schedule shall not be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.
 - c. The CMAR shall provide dedicated Key Personnel and support staff at start of Pre-construction Services and continue throughout the Project as necessary to complete all Pre-construction Services. The CMAR Key Personnel shall be on-site at a DAY-Provided facility and dedicated to the Project to meet those tasks required in the Contract.
- E. Development of the Guaranteed Maximum Price (GMP) or Component Guaranteed Maximum Price (CGMP)
- a. The CMAR shall be responsible for establishing the GMP within the Design to Budget allocations.
 - b. DAY will develop a parallel estimate which will be used to reconcile and negotiate the GMP/CGMP which requires City Commission approval.
 - c. Should DAY and the CMAR not be able to reach an agreement on the GMP, DAY may use the work products produced to-date to complete the Project.
 - d. DAY will require a GMP for the Project no later than the 60% Design stage; however, DAY may authorize the CMAR to proceed with early packages in order to meet the Project schedule. If early packages are issued, the CGMP process will be followed.
 - e. DAY will issue a request to the CMAR to establish the GMP or CGMP Proposal for the complete Project or for the Work Packages(s). The CMAR shall deliver to DAY a proposed GMP or CGMP Proposal, with a detailed estimate prepared by the CMAR which will be reviewed by DAY before being deemed to be adequately supported. Each GMP or CGMP proposal shall include the following sections:
 - i. Section One: Summary of Work, including a list of all Construction Documents.
 - ii. Section Two: GMP or CGMP Price Summary with line item Schedule of Values.
 - iii. Section Three: Scope Clarifications and Assumptions.
 - iv. Section Four: Procurement Plan.
 - v. Section Five: GMP or CGMP Construction Schedule.
 - vi. Section Six: Analysis of impact on the Total Construction Budget and Project Schedule.
 - vii. Section Seven: MBE/DBE/SBE participation level, including a total-to date participation level status report.
 - viii. Section Eight: Permitting Plan.
 - ix. Section Nine: Risk Plan.
 - x. Section Ten: Construction Work Plan.
 - xi. Section Eleven: Commissioning Plan and Activation Plan.
 - xii. Section Twelve: Project Manuals.
 - f. In addition to the Cost of Work, a GMP or CGMP may include agreed-to allowances needed to complete the scope of work that cannot be defined in a bid package or the CMAR's Contingency. This Contingency is the CMAR's contingency and may not be used for any costs not specifically allowed herein and may only be used

with DAY's written permission. DAY shall track the net, cumulative unused Contingency until Project completion, at which time the balance of the unused contingency will revert to DAY.

- g. For the GMP or each CGMP, the CMAR shall develop a corresponding Schedule of Values, including the Schedule of Stored Materials, if applicable.
- h. The GMP or each CGMP will be subject to modification for changes as allowed by the Contract Documents.
- i. The actual price paid by DAY to the CMAR shall be the actual incurred Cost of Work plus the CMAR's fee as defined by the Contract.

F. Design, Constructability and Value Engineering Reviews

- a. The CMAR shall provide a list of Value Engineering (VE) suggestions. As part of the constructability review, the CMAR will prepare a list of possible VE items for the entire program, discuss these with DAY, and agree on which items will receive more detailed analysis. The CMAR, working with DAY and the Design Consultant will perform more detailed analysis of the selected items to include analysis of alternative methods, systems, materials, equipment, or designs feasible to complete the construction at the lowest reasonable cost while achieving DAY's Project objectives.
- b. During the design process, the CMAR shall conduct site visits and field investigations to ensure plans and specifications accurately reflect current field conditions and make recommendations for changes to the plans and specifications if necessary based on these findings.
- c. The CMAR will evaluate opportunities and make recommendations to improve maintainability and sustainability and reduce lifecycle costs and energy use.

G. Cost Estimating and Reporting

- a. The CMAR shall provide cost estimating throughout the Pre-Construction and Construction Phases. The CMAR shall utilize an electronic data-base program to research and store pricing of various construction items. All estimates will build-off and reconcile to the initial Design to Budget. The estimates developed by the CMAR at each Design Milestone (30%, 60%, 90%, and 100%) in addition to the monthly estimates, will be used by DAY to obligate the CMAR to a GMP or CGMP. All estimates shall be open book.
- b. The CMAR shall work with DAY's cost estimators in reconciling methods and information sources for the pricing of construction elements. As estimates are developed, the CMAR shall develop a system to manage and organize the various estimates utilizing the Work Breakdown Structure (WBS).
- c. Once construction is authorized, the CMAR shall provide a monthly budget report/buy-out report with their request for payment summarizing the Work accomplished in the month for which the request is being submitted, the forecast cost to complete, a summary of the pending and authorized GMP or CGMP adjustments, Work planned for the following month, progress percentage complete of Work deliverables, current status per budget line item, and variances and deviations from the overall total Project budget.

H. CMAR Management Plan

Within Thirty (30) days after NTP, the CMAR shall prepare a CMAR Management Plan, to be reviewed and approved by DAY, which documents the CMAR's management plan for the Project. The CMAR Management Plan shall be updated and submitted at least one week prior to the Monthly Meeting. At a minimum, the CMAR Management Plan shall address but not be limited to:

- a. Project Communication Responsible for following the Program policies and procedures regarding communication.
- b. Pre-Construction and Construction Organization Chart
- c. Pre-Construction Evaluation Report
 - i. Project Schedule incorporating Design Consultant activities and progress
 - ii. CMAR's constructability recommendations including construction phasing, site logistics and traffic control.
 - iii. Identify opportunities for increased efficiency and/or innovation.
 - iv. Material recommendations and risks due to inflation, lead times, resource availability and supply demands.
 - v. Design option reviews including a comparison of the risks and benefits of the different design elements types and their corresponding schedule, cost, construction related impacts.
 - vi. Development of the Project Procurement Plan outlining supporting CMAR deliverables and project buy out.

- vii. Forecast and Trend Reports that identify and itemize specific events which cause Design to Budget variations.
 - viii. Any issue that, in the opinion of the CMAR, should be considered in the planning, management, or execution of the Project to maintain budget, schedule, scope and quality objectives.
 - ix. Recommendations and identification of issues concerning the Project schedule, risk analysis and mitigation, and other required information be updated based on the design development and changes to the Project known at the time of submittal.
- d. Project Management and Administration.
- i. Schedule management.
 - ii. Management reporting.
 - iii. Pay request preparation and submittal.
 - iv. Record keeping and document control.
 - v. Change management.
- e. Risk Management Plan
- The CMAR shall prepare a Risk Management Plan that will include risk identification, allocation and mitigation based upon the Work Package. Risks to be addressed include, but are not limited to; cost, schedule, and design/constructability risks, or any matter that affects execution of the Project. The CMAR shall work with DAY to review and update the preliminary list of construction related risks. The CMAR shall conduct a construction risk analysis workshop to develop a Construction Risk Matrix that:
- i. Lists the related program risks.
 - ii. Creates a qualitative ranking of the risks most critical to the achievement of Project schedule milestone dates and budget limitations.
 - iii. Includes research and development of documents and materials on topics specific to the Project risks and issues.
 - iv. Proposed risk reduction strategies.
- f. Material Management Plan
- Prepare a plan for ordering materials and equipment and provide a monthly procurement, fabrication, and delivery status report.
- g. Quality Control (QC) Project Requirements
- i. The CMAR shall submit within 30 days of NTP a Quality control Program for Preconstruction and Construction phase services for the Project for DAY review. The CMAR shall ensure that all CMAR services comply with the approved requirements and all procured materials conform to plans, technical specifications and any other requirements, whether constructed by the CMAR or procured from Subcontractors or vendors. The CMAR shall assume full responsibility for the QC Program.
 - ii. The CMAR shall be responsible for all activities necessary to manage, control, and document Work so as to ensure compliance with the QC Program and Contract Documents. The CMAR responsibilities include, but are not limited to; ensuring adequate quality control services are provided for work accomplished on and off-site by its organization, pre-inspection of work prior to balling for inspection, coordinating with suppliers, subcontractors, tracking and resolution of non-conformance issues, technical laboratories and consultants.
- h. Industry Outreach, Trade Participation and Bid Research
- The CMAR shall perform sufficient industry outreach to ensure that adequate trade and MBE/WBE/SBE participation as required by this Contract occurs for each Work Package. The CMAR shall also conduct bid research to determine that bids were reasonable as well as responsive to the Work Packages.
- i. Subcontracting Plan
- The CMAR shall develop and submit to DAY a subcontracting plan that addresses all Subcontractor-required elements of this Contract as well as how the CMAR plans to meet those criteria.
- j. Construction Work Plan
- The CMAR shall develop a Construction Work Plan which shall define the CMAR's approach to constructing the Project. At a minimum the Plan shall include:

- i. Project management systems necessary for successful execution of the Project and use of how they are integrated into DAY's systems. DAY will implement project management systems specific to this project.
- ii. Phasing and Logistics Plans tied to the Project schedule.
- iii. Construction Disruption Mitigation Analysis, which includes coordination of airfield safety, logistics and airport/airlines operations.
- iv. Field office and staging area needs.
- v. Plans and actions taken to comply with environmental requirements and permits.
- vi. Use of and access to public roadways.
- vii. Coordination of Work and communication of construction activities with DAY regarding airlines, tenants and other stakeholders including utility disruptions.
- viii. Protection of private and public properties, including lease properties on the airport site.
- ix. Dust/dirt/debris mitigation
 - x. Temporary erosion control
 - xi. Storm water drainage management
 - xii. Vibration control and monitoring
- xiii. Proposed construction means and methods validation.
- xiv. Temporary facilities.
- xv. 3rd party coordination with utilities and other entities.
- xvi. Construction zone accommodation of vehicular, GSE equipment and aircraft traffic.
- xvii. Safety Plan
- xviii. Temporary construction signage.
- xix. Temporary road closures or detours.
 - xx. Temporary dust walls and construction enclosure strategy for passenger facing areas.
 - xxi. Maintenance of vehicular service roads, taxiways/taxi lanes and aprons during emergencies.
 - xxii. Vehicle provisions.
- xxiii. Public and worker health and safety protection.
- xxiv. Security of work site including Airport Operational Areas.
- xxv. BIM Execution Plan
- xxvi. Commissioning Plan
- xxvii. Closeout Plan

Either concurrently or at different stage of this task, DAY, at their discretion, will issue an NTP to initiate the pre-construction services for Phase II of the Program. Phases I and II are described in Attachment "A". As stated above, the entire Terminal Master Plan can be accessed through <http://www.flydayton.com/wp-content/uploads/2016/10/DAY-Terminal-Master-Plan-10-25-16.pdf>.

B. Task 2 - Construction: Task 2 will commence only upon issuance of an executed contract with the City of Dayton and a Construction NTP by DAY.

The Phase I construction services will be completed in accordance with the detailed scope of work and contracted Guaranteed Maximum Price (GMP).

Phase II - Depending on the progress of the design and pre-construction services provided under Task 1, DAY will initiate, at their discretion, the negotiations to establish a GMP to complete the Phase II construction services.

DAY reserves the right not to issue an NTP for the Task 2 to the CMAR and to pursue other procurement alternatives should the CMAR and DAY not successfully establish the GMP. This provision applies for Phases I, II and other subsequent phases of the Program.

- 1) Immediately upon issuance of the Task2 NTP the CMAR shall provide all labor, materials, equipment, temporary utility service and facilities to construct the entire Project as required by the Contract

Documents. Those policies and procedures defined in the Pre-Construction Phase Services section of this document shall be maintained, enhanced and utilized throughout management of Construction Phase Services.

- 2) The CMAR shall comply at all times with any and all verbal and /or written instructions by DAY regarding routes of travel to be used in moving personnel and/or materials to and from the Project site. The deliveries of materials and removal of construction related debris may be required to be done at night. The CMAR shall work with DAY on the schedule of any night work that needs to be performed on DAY property. Delivery vehicles, material trucks and heavy equipment shall enter and depart through a point designated by DAY. Except as otherwise directed or approved by DAY, vehicles in use on the Airport shall be confined to the Project site. Only operators with current restricted area driving passes issued by DAY will be permitted to operate vehicles in the AOA. When an operator does not have a current pass, a DAY authorized driver must escort the operator.
- 3) The CMAR will be responsible for construction means and methods of the Work.
- 4) The CMAR will be required to solicit bids from subcontractors for the various trade packages. Under management of the CMAR, the selected subcontractor/trade will provide all materials, equipment and labor including the necessary coordination, supervision, programming, scheduling, cost control, contract administration, field engineering, commissioning, and closeout and support services to accomplish the work covered by each work package. Based on prior DAY approval, the CMAR can self- perform up to 20% of the value of each GMP or CGMP. Award of the Work will be based on a comparative process witnessed by DAY.
- 5) The CMAR will be responsible for completing all Work related to the ATMP Project whether or not Work is contained in one trade package or subcontract or another but is on or contained in one of several bid packages as prepared for the Project.
- 6) Interact and efficiently coordinate with the various DAY departments, Federal Aviation Administration (FAA), and the Transportation Security Administration (TSA), and other agencies and utility companies, etc., as required and address all federal, state, county and city permitting requirements.
- 7) COORDINATION RESPONSIBILITIES The CMAR shall coordinate all construction operations included in the Contract to ensure efficient and orderly development and installation of each part of the Work. The CMAR's coordination responsibilities include but are not limited to:
 - a. Preparing and issuing trade bids to obtain early design assist input from Subcontractors when applicable.
 - b. Scheduling and managing the documentation and permitting process with various Regulatory Agencies.
 - c. Scheduling and managing the submittal process.
 - d. Preparing and managing the Safety Plan.
 - e. Scheduling construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - f. Coordinating the installation of all components to ensure maximum performance and allow access for required maintenance, service, and repair, including but not limited to mechanical, electrical and plumbing systems.
 - g. Making adequate provisions to accommodate items scheduled for future installation.
 - h. Resolving actual or potential conflicts between Subcontractors concerning coordination, interference, and sequencing.
 - i. Ensuring that anchorage, blocking, joining, and other detailing are provided.
 - j. Coordinating Code and Permit documentation requirements.
 - k. Implementation of all systems integration and commissioning for compliance with contractual and permitting requirements.
 - l. The CMAR shall not delegate responsibility for project coordination to any Subcontractor.
- 8) COORDINATION WITH DAY
 - a. The CMAR shall notify DAY in writing a minimum of 30 calendar days in advance of any activity that will be outside the contract limits or that would interfere with DAY's daily operation. Utility

- interruptions (shutdowns or connections) require at a minimum 30-days advance written notice or as otherwise directed by DAY for longer durations.
- b. Observation of Work by DAY shall not be interpreted as relieving the CMAR from responsibility for coordination, superintendence, scheduling, and direction of the Work.
 - c. Coordinate with DAY to assure that Work on the project site, access to and from the project site, and the general conduct of operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing facilities and property is minimized.
- 9) CONSERVATION
- a. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - b. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to the Contract Documents for disposition of salvaged materials that are designated as DAY's property.
 - c. Coordinate this effort as per Section 8.0 and the DAY Sustainability Plan.
- 10) PROJECT REPORTS Daily Construction Reports Prepare and submit Daily Construction Reports which record at a minimum, the following information describing the daily events, incidents, accomplishments, and general progress as well as environmental conditions:
- a. The list of all CMAR Subcontractors at the Project site.
 - b. The list of other separate Subcontractors at the Project site.
 - c. The number of CMAR's workers at the Project site.
 - d. The number of Subcontractors' workers at the Project site.
 - e. The total number of all workers at the Project site.
 - f. The Subcontractors' equipment at the Project site.
 - g. Material deliveries.
 - h. Quality related issues and Non-Conformance Reports.
 - i. Accurately recorded high and low temperatures, and general weather conditions at the site, including the presence and quantity of rain, sleet, or snow, wind direction and speed, and the relative humidity.
 - j. Safety.
 - k. Meetings and significant decisions.
 - l. Unusual events.
- 11) PROJECT MEETINGS The person designated to make decisions binding to and on behalf of the CMAR, defined as the CMAR's Project Manager, shall attend all of the meetings described below. Meetings in addition to those described below may be required for special purposes as determined by DAY.
- a. Scheduling Conference
 - i. A scheduling conference is required during both Task1 and Task2 of the Project.
 - ii. Attendees: DAY's Project Staff, the CMAR and its Project Manager, Superintendent, major Subcontractors, Design Consultant and other major Consultants, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
 - iii. Agenda
 - Introduction to the CMAR's scheduling team's qualified personnel that will develop and update the project schedule
 - Content, format, and submittal requirements and reports 3) Schedule for other concurrent work under DAY's separate contracts and coordination with other work and personnel.
 - Review time required for submittals and resubmittals.
 - Review time required for RFI's, Change Orders and Submittals.
 - Regulatory Agency Reviews and Approvals, and project logistics.
 - Requirements for tests and inspections by independent testing and inspecting agencies.
 - Time required for completion and startup procedures. List of Contract activities to be included in schedule. Procedures for updating schedule.
 - Software limitations, if any.

- iv. Minutes: The CMAR will record and distribute meeting minutes.
 - b. Preconstruction Conference
 - i. DAY will schedule a preconstruction conference and organizational meeting, following the scheduling conference and before start of construction, either at the Project site or PM Building.
 - ii. Attendees: DAY's Project Staff, the CMAR and its Project Manager, Superintendent, Quality Control Manager, major Subcontractors, Design Consultant and major consultants, and other concerned parties shall each be represented at the conference by persons familiar with and, authorized to conclude matters relating to the Work.
 - iii. Agenda: The purpose of the meeting will be to discuss items of significance that could affect progress, including the following:
 - Procedures to be followed during performance of the Work
 - Tentative contract schedule
 - Phasing
 - Critical work sequencing and long-lead items
 - Introduction/ designation of Key Personnel and their duties
 - Procedures for processing change requests
 - Procedures for requesting information (RFIs)
 - Procedures for testing and inspecting
 - Procedures for processing Applications for Payment
 - Distribution of the Contract Documents
 - Submittal procedures
 - Preparation of Record Documents
 - Use of the premises and if applicable, existing building(s)
 - Work restrictions
 - DAY occupancy requirements
 - Responsibility for temporary facilities and controls
 - Construction waste management
 - Parking availability
 - Office, work, and storage areas
 - Equipment deliveries and priorities
 - First aid
 - Security
 - Process cleaning
 - Work hours
 - iv. Minutes: The CMAR will record and distribute meeting minutes.
- 12) Project Coordination and Logistics Meeting
- a. Schedule and administer weekly support, coordination and logistics meetings among stakeholders affected by the Work. Stakeholders include, but are not limited to, the CMAR and all applicable Designers, Consultants, and Subcontractors, DAY's Project Staff and when applicable, representatives of entities or Regulatory Agencies affected by or having jurisdiction over the Work. Plan ahead for work that requires approvals from regulatory agencies and other logistical considerations to allow for a reasonable review and preparation time. Refer to the Contract Documents for specific requirements on utility work and shutdowns, navigation and traffic impact plans, and other logistical and environmental mitigation or special construction work. Incorporate all logistical and coordination topics into the project schedule to allow for at least twenty one (21) days' notice before implementation of a plan affecting normal operations of the premises, unless more time is indicated in the Contract Documents. Applications for Area Shutdown Request (ASR) and Utility Shutdown Request (USR) are required to be submitted by the CMAR at least 30 days prior to the proposed shutdown time.
 - b. Agenda to include safety, plans for forthcoming ASR and USR work, review of current ASR and USR work as well as look-ahead scheduling for all project work. Provide appropriate narratives, schedules,

- documentation and graphics to adequately describe planned work and to meet requirements of ASR and USR applications.
- c. Plans for impacts to vehicular traffic must be prepared by professionals in traffic management. The plans must meet project design drawing standards and are required to support ASR applications.
 - d. Publish minutes of the meetings. Minutes to include: topics discussed, alternatives considered, reasons that given alternatives were either discarded or adopted, attendees and copies as appropriate of documents distributed. Publish minutes within two days of the meeting to all attendees and to other appropriate parties as identified.
- 13) Weekly Progress Meetings
- a. DAY will schedule and administer weekly progress meetings. Progress meetings shall be at the PMO office. DAY will distribute minutes of each meeting to those in attendance.
 - b. Attendees: In addition to DAY's Project Staff and Consultants, the CMAR shall attend with applicable Subcontractors, or other entities concerned with current progress or who are involved in planning, coordination or performance of future activities, who are familiar with the Project and authorized to conclude matters relating to progress.
 - c. Agenda: Agenda items include reviewing, correcting or approving minutes of the previous progress meeting and reviewing other items of significance that could affect progress. Include topics for discussions as appropriate to the current status of the Project such as:
 - i. CMAR Four-Week Look-Ahead Construction Schedule and Overall Construction Schedule status
 - ii. Review the present and future needs of each entity present, including such items as:
 - Interface requirements.
 - Time.
 - Sequences.
 - Hazardous Materials.
 - Access.
 - Site utilization.
 - Temporary facilities and services.
 - Hours of Work.
 - Hazards and risks.
 - Housekeeping.
 - Quality and Work standards.
 - Change Orders.
 - Documentation of information for payment requests.
 - Status of Submittals and RFI's.
 - Deliveries.
 - Status of off-site fabrications.
 - Project Costs: Budget, commitment and progress payments.
 - Project Record File additions (Change Orders, meeting minutes, etc.)
 - Payment Requests.
 - Project Risks
 - Unforeseen conditions and potential impacts and mitigation measures.
 - Major coordination or construction challenges that affect project's budget, schedule, or its environment (logistics, sequencing, traffic).
 - Minutes: The CMAR will record and distribute meeting minutes.
- 14) Pre-Installation Conferences
- a. Conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with others.
 - b. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by installation, and its coordination or integration with other materials and installations that have preceded or will follow. Advice DAY of scheduled meeting dates.

- c. Review progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including, but not limited to, requirements for the following, as applicable:
 - i. Contract Documents
 - ii. Installation options
 - iii. Related Change Orders
 - iv. Purchase
 - v. Deliveries
 - vi. Shop Drawings, product data and quality-control sample
 - vii. Review of mockups
 - viii. Possible conflicts
 - ix. Compatibility of materials
 - x. Time schedules
 - xi. Weather limitations
 - xii. Manufacturer's recommendations
 - xiii. Warranty requirements
 - xiv. Compatibility of materials
 - xv. Acceptability of substrates
 - xvi. Temporary facilities
 - xvii. Space and access limitations
 - xviii. Governing regulations
 - xix. Safety
 - xx. Inspecting and testing requirements
 - xxi. Required performance results
 - xxii. Recording requirements
 - xxiii. Protection
 - d. Minutes: The CMAR will record and distribute to those in attendance and other interested parties.
 - e. Do not proceed with installation if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the pre-installation conference at earliest feasible date.
- 15) Monthly Progress Review
- a. In addition to the requirements of the Contract Document, DAY will conduct schedule update meetings at monthly intervals.
 - b. Attendees: CMAR's senior construction scheduler, project manager, general superintendent, and DAY's Project Staff.
 - c. Purpose: Review progress since the last work session. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to CMAR's construction schedule. Determine how construction that is behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - d. Agenda: The intent of the meeting is to discuss any proposed schedule revisions including, but not limited to, the following:
 - e. Revisions of any assumed activity durations including those due to inclement weather or regulatory agency review delays.
 - f. Proposed Change Orders issued during the update period including any time impacts.
 - g. The resolution of conflicts between actual Work progress and schedule logic when out-of-sequence activities develop due to actual construction progress. CMAR shall submit revisions to schedule logic to conform to current job status and directions, without changing original activity identification.
 - h. An analysis of any problem areas, current and anticipated delaying factors and their impacts, and explanations of corrective action taken, and any proposed revisions for a recovery plan.
 - i. Minutes: The CMAR will record and distribute the meeting minutes to each party present and to parties requiring information.

- j. Schedule Updating: Revise CMAR's construction schedule after each scheduling meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting. Upon acceptance by DAY, schedule revisions submitted by the CMAR shall be incorporated into the Project Schedule in the next monthly update.
- 16) Safety Meetings Within thirty (30) days after the Task2 NTP but prior to commencement of field work activities, arrange a Safety Meeting with the DAY Program Safety Manager to review DAY Project Requirements for Safety.
- 17) Pre-Demolition Meetings Schedule and administer meetings among stakeholders affected by the Work prior to any demolition activities. Demolition work shall not start unless authorized by DAY. Comply with requirements of the "Project Coordination and Logistics meetings" earlier in this section.
- 18) Project Closeout Conference
 - a. DAY will schedule and conduct a Project closeout conference, at a time convenient to DAY, but no later than 90 days prior to the scheduled date of Substantial Completion. Refer to the Project requirement on Project Closeout for greater policy and procedure detail. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - b. Attendees: DAY's Project Staff; CMAR including QC Manager, Senior Superintendent and Construction Manager, Design Consultant and major consultants, major Subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - c. Agenda: Discuss items of significance that could affect or delay Project closeout including, as applicable, the following:
 - i. Preparation of record documents
 - ii. Procedures required prior to inspection for Substantial Completion
 - iii. Submittal of written warranties
 - iv. Requirements for preparing sustainable design documentation.
 - v. Requirements for preparing operations and maintenance data.
 - vi. Requirements for demonstration and training.
 - vii. Preparation of CMAR's punch list
 - viii. Procedures for processing Applications for Payment at Substantial Completion and for final payment
 - ix. Submittal procedures
 - x. DAY's partial occupancy requirements
 - xi. Installation of DAY's furniture, fixtures, and equipment
 - xii. Responsibility for removing temporary facilities and controls
 - xiii. Minutes: The CMAR will record and distribute meeting minutes.

C. Task 2 - COMMISSIONING AND ACTIVATION PHASE

- 1) DAY will contract directly with a separate Commissioning Services Provider to perform technical reviews of project design documents focused on energy efficiency design and documentation of maintainability, building system control sequences, and operational strategies; and prepare technical commissioning specifications. During construction, Commissioning Services Provider will verify equipment and system testing by the CMAR, observe system tests against Contract Document requirements, track deficiencies, and recommend solutions. This does not relieve the CMAR of commissioning responsibilities to ensure the components and systems are installed, and operate as designed and intended.
- 2) The CMAR will start-up, test, and commission components as well as provide maintenance where necessary prior to the completion and handover of any phases. The Commissioning Services Provider will perform overall system integration commissioning, which will not be executed until all phases of work are completed.
- 3) The Commissioning Services Provider will participate throughout the entire project life cycle but is expected to be on site during the last phase of work beginning approximately 18 months before final completion.
- 4) Warranty will not commence on any system until the final phase of work is completed. The CMAR must coordinate, guarantee and ensure from all manufacturers, that conditions of their warranties will be upheld and not commence until the date of Final Completion for the entire Project is achieved.

- 5) Maintenance of any kind, on any and all operating systems, shall be performed by the CMAR until such time as Final Completion of the entire Project is granted. Then and only then, will the warranty period start.
- 6) In conjunction with the Design Consultant team and DAY, the CMAR will provide input into a commissioning and activation plan coordinated by the Commissioning Services Provider.
- 7) The building commissioning and activation process is intended to assure the City that the requirements and performance criteria as identified in the Construction Documents, are managed throughout the Project, and successfully implemented. This includes hands-on training of DAY and airline personnel, and other tenants who will use, operate, and maintain the facility and its systems, and the physical testing of the facility to assure DAY that when the building is open for public use, it will be useable in the manner for which it was intended.
- 8) It is the CMAR's responsibility to ensure this process is achieved through all component and system wide commissioning, punch list work, achievement of Substantial and Final Completion, obtainment of certificates of occupancy, lien releases (final), and other activities as required to complete the Work in accordance with the Contract terms and conditions.
- 9) Commissioning and activation activities are mutually inclusive and may at times be performed simultaneously. The activation process will start in the design phase and will continue through project closeout.
- 10) The CMAR will provide input into the Activation Plan, lead the Activation Process, and identify City personnel needed to support the operational requirements including Airport operations, fire marshal, building inspection, and facilities maintenance personnel.
- 11) The CMAR shall perform all work and activation administration services necessary to complete the Activation process according to the developed and approved plans.
- 12) The CMAR is required to comply with all TSA certification processes and requirements.
- 13) The CMAR will provide the completed activation checklist with a summary level report to document completion of the activation activities.
- 14) This phase includes all CMAR activities required to complete the Work and close out the physical and financial aspects of each subcontract/trade package.
 - a. Prepare and submit all final as-built and record documents as required.
 - b. Prepare any and all certificates and warranties, as required.
 - c. Prepare release bonds and any bond release documents, as required.
 - d. Prepare Final Certificate of Occupancy, as required.
 - e. Issue a final Project report.
 - f. Schedule for completion of the punch list work.
 - g. Deliver any final Operation and Maintenance Manuals (O&M) and other submissions as required per the Contract Documents.
 - h. Complete all work as required by the punch list.
 - i. Close out the safety and security program.
 - j. Clean out staging areas and lay-down areas, restoring them to their original condition.
 - k. Issue any other final environmental, sustainability or documentation as needed.

If DAY pursues such a course of action and does not issue the Task 2 NTP to the CMAR, and terminates the Contract, the CMAR shall execute an assignment to DAY of all of its contracts with subcontractors for any remaining work to be performed on Task 1 and Task 2. DAY will own all work products in electronic and physically provided formats developed in Tasks 1 and 2.

2.04 Pricing Structure. Prices proposed will remain firm for acceptance within **180** calendar days after the RFQ closing date.

Price Proposal will ONLY apply for Task 1 – Pre-Construction Services and is by invitation only for the short listed Proposers

- 1) The City is requesting Shortlisted Proposers to submit their sealed Price Proposals including the required Bid Bond. The Price Proposal shall be submitted in a separated sealed envelope identified as Task 1 Pre-Construction Services – Price Proposal and Bid Bond.

- 2) The Price Proposal must be properly filled in, and the description of a line item must not be changed. Modifications are not permitted. Any space left blank, any unauthorized addition, change, condition, limitation or provision attached to the Price Proposal may render it non-responsive and may cause its rejection by the City. Alterations by erasure or interlineations must be explained or noted on the Price Proposal over the signature of the Proposer. No post-submission modification of a Price Proposal will be considered.
- 3) Opening the Sealed Price Proposals and Evaluation the City will open only the sealed Price Proposals from Shortlisted requested Proposers and the best value will be evaluated in accordance with Section 1.07.
- 4) Definition of Price Terms
 - a. Estimated Cost of Work: Estimated Cost of Work as defined by the Contract Documents herein. Estimated Cost of Work does not include allowances.
 - b. Pre-Construction Services Price (Task 1): Pre-construction services provided by the CMAR during Phase I and II (and other subsequent phases of the program), as defined in the Contract Documents. The Pre-Construction Price shall also include as separate line items, the Bond and Insurance Cost.
 - c. CMAR Fee Percentage and Price: The CMAR Fee is defined in the Contract Documents.
 - d. Surety Letter: \$120,000,000
 - e. Allowance: \$1,000,000
 - f. Best Value: The City and DAY shall select the Proposer that submits the proposal that offers the best value for DAY based on the evaluation criteria and scores as detailed in Section 1.07.

2.05 WORK PHASES AND MILESTONES

The Contract time – The estimated milestone duration to deliver the Phase I of the Program, including pre-construction services is approximately One Thousand Eighty (1,080) Calendar Days, based on the following durations that align with the CMAR Pre-Construction and Construction phases, including interim Milestones as summarized below.

Task 1 – Pre-Construction Services for Phase 1

- A. Phase 1 Pre-Construction – One Hundred Twenty (120) Calendar Days from Notice to Proceed with Services until acceptance of the Project Guaranteed Maximum Price (GMP). Design Consultant will deliver 60% level-progress Construction Documents for establishing the GMP.
- B. Final Acceptance – One Hundred Eighty (180) Calendar Days from Notice to Proceed to Final Completion.

The Liquidated Damages for each of the Milestones for Phase 1 Pre-Construction are \$1,000/Day.

Task 2 - Construction Service for Phase 1

If DAY exercises its option for Task 2 and issues a subsequent Notice to Proceed for Construction Services, the CMAR shall be responsible for construction of the Project as identified this Scope of Services.

- A. Phase 1 – The time for completion of the Work for Phase 1 of the Program is estimated to be Eight Hundred Forty (840) calendar days.
- B. Phase 1 – The time for Final Acceptance of the Work for Phase 1 of the Project is estimated to be Sixty (60) calendar days, which will be added to the time for Task 1.

The Liquidated Damages for each of the Milestones for Construction Service for Phase 1 are \$5,000/Day.

Total Contract Time – Total period of performance for the Contract is calculated at One Thousand Eighty (1,080) calendar days

2.06 ENERGY AND SUSTAINABILITY INTRODUCTION

- A. Sustainability and energy conservation are critical factors in the determination of system design concepts and in the selection of building materials. Although not yet determined, the City may seek the U.S. Green Building Council

Leadership in Energy and Environmental Design (LEEDTM) certification for the Project. In either case, Design Consultant will design the Project to the Dayton International Airport Sustainability Design and Construction Standards and include energy and sustainability measures as appropriate to the Project for the City's review, using the LEEDTM certification rating system for new building design and construction as a guide.

- B. The Project shall be designed with energy efficient technologies to achieve a "net zero energy building" such that the no additional utilities will be consumed as compared to the existing facility. Energy efficiency improvements associated with the planned enabling utilities project will contribute to this objective.
- C. Design Consultant will be expected and required to consider the facility design to qualify for energy program incentives, such as DP&L's Energy Efficiency Rebate program, and then document and request such incentive payments. The incentive payments received, if any, shall be credited to the City.

2.06.1 SUSTAINABLE Design and Construction Standards (Attachment "B")

- A. The **Sustainable Design and Construction Standards** allow for implementation of minimum design and construction performance criteria, ensures consistent expectations of project teams and allows the airport to more effectively meet goals as defined by the Sustainability Master Plan. Opportunities to improve water and energy performance, optimize materials selection and minimize resource use, and effectively manage indoor environmental quality exist across the airport campus.
- B. The **Sustainable Design Standards** have been developed in an effort to emphasize effective water usage and energy performance of mechanical, electrical, and plumbing systems in both new construction and retrofit projects.
- C. The **Sustainable Construction Standards** focus on the effective specification, selection, and use of green building materials, responsible construction waste and indoor air quality management practices, and provides minimum occupancy comfort and quality design standards for application in new-construction and retrofit situations.
- D. The purpose of these standards is to supplement previously developed project based design and construction standards at Dayton International Airport and provide a series of best practices to incorporate into all future projects. They are not meant to replace project specific specification sections still required for each unique project, but are meant to work in tandem with development of those documents. These standards also recognize that Airports are unique in their function and purpose and thus have incorporated design, construction, and operations criteria specific to airport functions.

These standards are not intended to be all-encompassing nor universally applicable, especially for specialty projects that may occur for airport specific functional activities. In those scenarios, this document is meant to be a point of reference or resource for integration of applicable industry best practices.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person,

firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to review the list of Minority, Women and Small Businesses at <http://daytonhrc.org/business-technical-assistance/certification/procurement-enhancement-program/> for certified subcontractors.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFQ. All materials and documents submitted by the proposer in response to this RFQ shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must file an Affirmative Action Assurance form ("AAA Form"), with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1413 (Office)
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on Month Day, 20xx, whichever date is earlier.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed XXXX THOUSAND DOLLARS (\$XXX,000.00). Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$5,000,000 for each occurrence and \$5,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$5,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$5,000,000 annual aggregate.
- (5) Performance BondContractor shall be required to obtain a Performance bond, at Contractor's expense, in an amount not less than \$5,000,000 or such other amount as approved by the City, as a condition to award of a contract. Said bond is to be delivered to the Manager of Accounting and Treasury prior to the beginning date of contract.
- (6) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Contractor's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
4. Contractor's violation of any applicable federal, state, or local law applicable to the Project and construction thereof and Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
 Address: _____
 City, State Zip Code _____
 Attention: _____
 Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an “independent contractor”. As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Dayton, Ohio
Department of Aviation
Professional Services For Construction Manager At Risk (CMAR)
For The James M. Cox/Dayton International Airport
RFQ No. 16063D
November 2016

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership **Sole Proprietorship** **Franchise** **Partnership** **Corporation**
 Joint Venture **LLC** **Other (Specify):** _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. **Yes** **No**

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO

1.0 STATEMENT OF QUALIFICATIONS OUTLINE AND MINIMUM CONTENT REQUIREMENTS

To enable DAY to efficiently evaluate the Statement of Qualifications, it is MANDATORY that Proposers follow the required format in preparing their Submittal. Each RFQ response shall be organized in the following order:

1.1 Outside Cover

This shall contain the name of the RFQ “AIRPORT TERMINAL MODERNIZATION PROGRAM (ATMP) CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES RFQ No.: 16063D”, the name of the Proposer, and the submittal date. Remember to label the original documents as “ORIGINAL” on the outside cover.

1.2 Table of Contents

1.3 Team Introduction Letter

Letter shall contain a brief summation introducing all individuals proposed for the Team and their proposed role.

1.4 Executive Summary

1.4.1 The Executive Summary is to provide an overview of the qualifications to accomplish the project inclusive of a narrative statement of the Proposer’s understanding of the project and key points in their Statement Qualifications. At a minimum, the Executive Summary must contain the following information:

1.4.2 Complete legal name of the Proposer, the name of the legal entities that comprise the Proposer, and all proposed sub-consultants. The Proposer must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices. If the Proposer is made up of more than one firm, the legal relationship between these firms must be described.

1.4.3 Prepare a narrative statement that describes the Proposer’s understanding of the work involved in performing the Scope of Services as described in Section 2.03 of the RFQ.

1.4.4 The Proposer shall address its understanding of the following:

- a. Proposed Scope of Services
- b. The complexity, challenges and problems involved in planning and performing that work
- c. Description on how to best utilize sub-consultants to achieve project success
- d. Approaches and philosophy of dealing with problems
- e. Sensitivity and experience dealing with key issues
- f. Any additional issues or matters relating to the Scope of Service that the Proposer believes should be addressed

1.4.5 If the Proposer believes any information, data, process or other material in its Submittal should be considered by the City to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis the material is believed to be proprietary or confidential.

1.5 SECTION 1 – TRANSMITTAL LETTER

1.5.1 In addition to Exhibit A you will be required to submit a 1-2 page letter transmitting the Submittal to City Purchasing Agent. The transmittal letter shall say: “The Proposal is valid for 180 days, and that the signer of the document is authorized by the Proposer to sign the document.”

- 1.5.2 Letter shall contain the names and role of all individuals proposed for the Team, and the Proposer must certify that each Key Personnel of the Team was selected based on demonstrated competence and qualifications.
- 1.5.3 The letter must include a statement committing the availability of the key personnel identified in Section
- 1.5.4 Key Personnel below to perform the work.
- 1.5.5 One copy of the transmittal letter shall contain the original signature of the team lead.

NOTE: Acknowledge receipt of all RFQ Letter of Clarifications, if any, in this Transmittal Letter.

1.6 SECTION 2 – SCOPE APPROACH

- 1.6.1 Prepare a description of the Proposer’s management and organizational approach and methods for performing and providing the scope of services-required.
- 1.6.2 Provide the proposed process for the timely completion of the work, along with the methods the Proposer would use to coordinate the work with the Design Team, or DAY staff that must interface or connect with work performed by the Proposer.
- 1.6.3 Describe the Proposer’s approach and program for ensuring quality control and communication within its own team structure, in consideration of the merging teams.
- 1.6.4 Submitted Scope Approach must clearly address and demonstrate in sufficient detail by appropriate reference to the Scope of Services (Attachment “A”), Terminal Master Plan, your team’s approach to successfully completing the ATMP using the above documents, the aforementioned scope of services, and all remaining items as detailed in Section 2.03 of the RFQ.

1.7 SECTION 3 – PROJECT SCHEDULE

- 1.7.1 Prepare a description of the Proposer’s method and systems for controlling, responding to, and completing the Scope of Services in a timely manner.

1.8 SECTION 4 – ORGANIZATION AND MANAGEMENT

- 1.8.1 Provide illustrative, graphic, and narrative descriptions that identify the Proposer’s and subconsultants’ key personnel who would provide the services, specifically outlining major capabilities and areas of expertise.
- 1.8.2 Identify the overall project manager, and other key staff members.
- 1.8.3 Provide brief resume summations. Include the title and a description of the work that each person is capable of performing. Detailed resumes should be attached – See 1.13 - Section 9 of this exhibit.

1.9 SECTION 5 – DESCRIPTION OF FIRM

- 1.9.1 Provide a general description of the firm including, but not limited to systems, services and staffing offered, number of employees, office locations, and years in business.

1.10 SECTION 6 – FIRM PROJECT EXPERIENCE

- 1.10.1 Provide a summary of past projects that demonstrate experience and ability to provide similar systems, services and staffing, including:
 - a. Project Management
 - b. Design Management

- c. Pre-Construction Services
- d. Construction Management
- e. Facility Transition
- f. Project Management, Project Controls, and Other Systems
- g. Special Inspections, testing
- h. Other Services As Defined By Program Organization Structure

1.10.2 All projects listed in this section must have been completed by the Proposer or sub-consulting team using current employees. List the names of key employees for each project. Do not include projects for which key project personnel are no longer employed by the firm. Projects where requisite experience was gained by individuals during previous employment should be indicated in Section 7 (Individual Project Experience).

1.10.3 Include after each qualifying project the following elements:

- a. Project name and delivery method
- b. Location
- c. Client, address, telephone number
- d. Description of systems, services and/or staffing solutions provided by firm in support of project
- e. Total contract gross amount (firm's amount, if different)
- f. Proposed schedule vs Actual
- g. Proposed budget vs Actual
- h. Principal-in-charge
- i. Day-to-Day technical project manager
- j. Key Design Staff
- k. Date completed
- l. Client reference (name, position, phone, email address)
- m. Coordination between multiple consultant firms
- n. Relevant experience with other interfacing projects and associated scheduling consideration
- o. Brief narrative description of project

The tabular summary and narrative of each project description shall not exceed one-half of an 8.5" x 11" page.

1.11 SECTION 7 – INDIVIDUAL PROJECT EXPERIENCE

1.11.1 This section must follow the same general format as for the firm's project experience. This section is intended for projects where experience was obtained while the individuals were employed elsewhere.

For each qualifying project, include a brief narrative and the following information:

- a. Project Name
- b. Location
- c. Client
- d. Current Employees with Key Management/Staff Roles
- e. Employer during the Project
- f. Client Reference (name, position, phone, email address)

1.12 SECTION 8 – SUB-CONSULTANTS

Describe the qualifications of each sub-consultant that the Proposer plans to retain to provide systems, services or staffing in support of the Preconstruction Services. Describe the type of work that will be assigned to each sub-consultant, and the estimated percentage of the total Agreement Value that each sub-consultant will perform.

1.13 SECTION 9 – KEY PERSONNEL

- 1.13.1 Submit detailed resumes for the proposed project manager and key staff personnel including key personnel of sub-consultants. Key personnel are those likely to be assigned to various tasks as described in the potential Scope of Services.
- 1.13.2 Include a description of their qualifications, experience, position description, and the length of employment with the Proposer or sub-consultant. Key personnel identified in this submittal will be expected to remain assigned to this project for the term of the Agreement and remain on their specific assignment.
- 1.13.3 Submit Key Personnel Resume Checklist: Attachment “D”

1.14 SECTION 10 – ABILITY TO RESPOND

Describe the Proposer’s current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other consultants. For the Proposers and each subconsultant on a team, list office address, total number of employees, number of both professional and support employees located at those offices.

1.15 SECTION 11 – PROJECT MANAGEMENT CONTROL

Verify that the Proposer understands that it will be required to use DAY approved project/program control and reporting systems. Proposer shall provide a summary of project/program control and reporting systems it has recently utilized in support of similar sized projects.

1.16 SECTION 12 – COMPUTER AIDED DESIGN AND DRAFTING (CADD) AND BUILDING INFORMATION MODEL (BIM) REQUIREMENTS

All project record drawings submitted to the City shall be provided in a format in accordance with the James M. Cox/Dayton International Airport CADD and BIM standards (Attachment “C”), and shall be submitted on appropriate electronic media as specified by the Infrastructure Department. Describe the Proposer’s ability to review deliverables submitted in accordance with DAY CADD and BIM standards and requirements.

1.17 SECTION 13 – OTHER CITY ORDINANCES, POLICIES

Proposers should familiarize themselves with pertinent ordinances and policies that relate to contracting with the City. Section 100 of the City’s 2008 Construction and Material Specifications (<https://oh-dayton.civicplus.com/DocumentCenter/View/706>) and all Exhibits contained in this RFQ

1.18 SECTION 14 – FINANCIAL CAPABILITIES

Proposer is required to submit, in a separate, sealed envelope, clearly marked “Financial Statements”, one (1) stamped “Original” and one (1) copy of its Financial Statements with its Submittal.

- a. Proposer must provide audited financial statements if they are available. If audited financial statements are not available. Proposer must provide tax returns and along with unaudited or reviewed financials.
- b. Provide a brief statement of the Proposer’s bonding ability to fulfill the obligations.

1.19 SECTION 15 – ADDITIONAL INFORMATION

- 1.19.1 The Proposer is invited to describe any particular aspects of its organization or submittal that, by way of background, experience, unique qualifications, or other basis that would set it apart from the competition in its ability to accomplish this particular Scope of Services.
- 1.19.2 The material presented in the Statement of Qualifications to address the above topics is expected to clearly reflect qualifications that demonstrate the Proposer’s knowledge, experience and ability to provide PM/DM/CM services.

1.20 **SUBMITTAL PROCEDURE**

1.20.1 As stated in Section 1.05 Submit one (1) original (marked Original) signed in BLUE ink by an authorized person that is binding the proposed CMAR Firm and ten (10) hard copies and ten (10) electronic copies (thumb drives).

NOTE: The word "ORIGINAL" shall be stamped on the outside cover and shall contain all of the original documents as specified;

1.20.2 Submit, in a separate, sealed envelope, clearly marked "Financial Statements", one (1) stamped "Original" and eight (8) copies of Firms' Financial Statements.

1.20.3 All submittals must be labeled with the RFQ number and the project name.

1.20.4 Each copy of the Submittal shall be bound using GBC or other semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8 ½" by 11") or folded to that dimension, twice letter size (11" by 17"). Each section (defined above) shall be separated by a tabbed divider. Elaborate covers, binding, dividers, etc. are not required. Document text should be in ARIAL 10 point or New Times Roman 12, but must be consistent throughout the document. Line spacing should be a minimum of 1.15.



City of Dayton, Ohio
Department of Aviation
Professional Services For Construction Manager At Risk (CMAR)
For The James M. Cox/Dayton International Airport
RFQ No. 16063D
November 2016

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFQ No. 16063D. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Aviation
Professional Services For Construction Manager At Risk (CMAR) For The James M. Cox/Dayton International Airport
RFQ No. 16063D
November 2016

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

FaxNo.: _____

EXHIBIT D – PARTICIPATION/WAIVER REQUEST FORM ([HTTP://DAYTONHRC.ORG/BUSINESS-TECHNICAL-ASSISTANCE/](http://daytonhrc.org/business-technical-assistance/))

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM

Project Name: _____

This form can be removed from the RFQ

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
		Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>		
Certified Business Firm Name:							
Tax I.D. Number:							
Street Address:							
City/State/ Zip Code:							
Phone (area code/#):		E-mail:					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____					Total \$ to subcontract _____	Total % subcontract: _____	
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address			
Print Name:							
Sign Name:				City/State/Zip			



City of Dayton, Ohio
Department of Aviation
Professional Services For Construction Manager At Risk (CMAR) For The James M. Cox/Dayton International
Airport
RFQ No. 16063D
November 2016

EXHIBIT D (Cont'd)

2016 PEP Goals

2016 Goals	MBE	WBE	SBE	DLSB
2016 Construction	10%	5%	20%	9%
2016 Goods & Services	4%	1.5%	5%	4%

2015 Goals	MBE	WBE	SBE	DLSB
2015 Construction	9%	5%	15%	10%
2015 Goods & Services	2%	1.5%	4%	10%