**REQUEST FOR PROPOSALS**

Issue Date: November 30, 2018 RFP# 0058233

Title: TERM CONTRACT FOR LANDSCAPE DESIGN AND CAMPUS PLANNING SERVICES

Commodity Code: Professional Services

Issuing Agency & Address: Commonwealth of Virginia

Virginia Polytechnic Institute and State University

North End Center, 300 Turner Street, Suite 2100

Blacksburg, VA 24061

Location of Work: Virginia Polytechnic Institute and State University

Period Of Contract: One year with option for up to a maximum of four (4) one-year additional term renewals

All inquiries for information should be directed to:

Reed Nagel

Team Lead for Facilities Support

Email: nagelr@vt.edu

Phone #: (540) 231 - 5240

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

Virginia Polytechnic Institute and State University

North End Center, 300 Turner Street, Suite 2100

Blacksburg, VA 24061

Attn: Reed Nagel

Sealed proposals for furnishing the services described herein will be received until *3:00* p.m. local time on*December 19, 2018.*  **Proposals must reach the above address by the deadline stated.**

In compliance with this Request For Proposals, which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the RFP cited above and submit this signed proposal which includes this completed and signed page, the completed and signed Forms AE-1, AE-1A, AE-2, AE-3, AE-4, AE-5 and AE-6 and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations.

Name And Address Of Proposer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Signature in Ink)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Typed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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FEIN/SSN # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No.( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRE-PROPOSAL CONFERENCE: *A non-mandatory pre-proposal conference will be held on December 11, 2018 at 1:00 PM in the Sterrett Facilities Complex at Virginia Tech located at 230 Sterrett Drive, Blacksburg, VA 24061.*

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**eVA Vendor Registration:** The bidder or offeror shall be a registered vendor in eVA. See the attached **eVA Vendor Registration Requirements.**

*NOTE: Electronic copies of A/E Data Forms AE-1 through AE-6 (DGS-30-004) and the eVA Vendor Registration Form (DGS-30-384) are available for download at the following website:* <http://forms.dgs.virginia.gov/>

**I. APPLICABILITY OF THE A/E MANUAL:**

The rights and duties of the Owner and Architect/Engineers applicable to State projects are set forth in the Terms and Conditions of the A/E Contract (CO-3a) and The **A/E Manual** as defined in the current edition of the **Construction and Professional Services Manual**, current edition, as amended.

Proposer's attention is directed to Chapter 2, Definitions, for definitions of terms used in this RFP. The terms “Virginia Polytechnic Institute and State University (Virginia Tech)”, "Agency", and "Owner" are used interchangeably in the material referenced in this RFP and mean the public body issuing this solicitation for services and with whom the successful A/E Proposer will enter into an agreement. For purposes of clarity and uniformity in this RFP, only the term "Agency" will be used herein.

**II. PURPOSE:**

The Agency often needs professional architectural and/or engineering assistance for discrete, small projects such as investigations, studies, conceptual property planning studies, reports, design of small projects, and related services. The aim of this RFP is to contract with one or more A/E(s) who will agree to be available to provide these services in a timely manner, thereby reducing the Agency's cost and time for advertising and developing numerous RFP's, and generally to increase the Agency's efficiency in obtaining professional services.

The purpose and intent of this RFP is to solicit proposals for a Term Contract for such professional architectural and/or professional engineering services to be provided on an "as needed" basis pursuant to Project Orders issued during the contract term. The contract shall be for a one year term, renewable at the Agency's option, for up to a maximum of four (4) one year term renewals.

**III. AGENCY’S RIGHT TO ISSUE RFP’S AND PROJECT ORDERS:**

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work, for other disciplines or types of work, and for other projects as the need may occur. An A/E may have only one A/E Term Contract in effect with an Agency or its subsidiaries or branches at any time.

The Owner also reserves the right to issue Project Orders to other A/E's under Term contracts at its sole discretion, based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project. The Owner also reserves the right under the provisions of this Contract to issue a Project Order to the A/E to provide services of a similar type or discipline covered by this RFP to a subsidiary, branch or state agency in the same geographic area.

**IV. SCOPE OF SERVICES:**

The selected A/E shall furnish all expertise, labor and resources, in accordance with the requirements of the A/E Manual, to provide complete services necessary for Project Order(s) issued during the Contract Term. Work may primarily be performed for but not limited to Academic, Housing (Dormitory), Dining, Laboratory, Athletic spaces, Campus Planning, and University Development Properties.  The following generally summarizes the types of scopes of services that the A/E may be required to perform, depending on the individual Project Orders:

1. CAMPUS AND UNIVERSITY STRATEGIC PLANNING SERVICES:

Assist the University in the development of large planning projects including campus infrastructure planning, exterior campus enhancements, space assessment and precinct planning, student life initiatives, strategic planning and professional guidance regarding potential private industry partnerships projects.

1. LANDSCAPE ARCHITECT (LA) SERVICES:

Coordinate landscape design projects providing design services to the University on new buildings, renovations to existing buildings, potential new projects including Public- Private Education Facilities and Infrastructure Act of 2002 (PPEA) related, parking lots and garages, historical preservations or other not defined projects as needed.

Potential services to be provided may include but are not limited to:

1. Site analysis and programming
2. Site plans/layout plans
3. Grading, planting, lighting plans
4. Design details and specifications
5. Stormwater management plans
6. Landscape management plans
7. Permit and regulatory preparation
8. Construction administration
9. QUALIFICATIONS

Potential firms shall have the following qualifications in order to provide above services to the university:

1. At least one full time staff member that is a Professional Landscape Architect (PLA) preferably with experience working on projects in a university or college setting.
2. Horticultural experience on staff
3. LEED AP/ Sustainable SITES expertise

1. SPECIFIC TASKS TO BE ASSIGNED (including but not limited to):

Potential firms shall have the ability to perform the following tasks including but not limited to:

1. Provide evaluations, analysis, recommendation, project estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigation for Architect and Engineering projects and strategic planning purposes.
2. Provide complete contract documents for small project designs in accord with the procedures of the A/E Manual for projects assigned by the Project Order.
3. Provide services to investigate problems and prepare recommendations for corrective actions.
4. Prepare an A/E cost estimate for proposed projects.
5. Prepare a feasibility studies for proposed projects.
6. Prepare reports regarding strategic planning strategies for specific projects that better enhance the university’s ability to explore future or potential opportunities for the university.
7. Comply with and promote University initiatives as they present themselves.
8. Other types of professional services of a nature consistent with the intent of this RFP.

**V. PARTICIPATION OF SMALL BUSINESSES AND MICRO BUSINESSES**:

Under Executive Order 20 (2014), Cabinet Secretaries and all executive branch agencies are directed to continue and advance the following on a race and gender neutral basis: exceed a target goal of 42% on discretionary spending with small businesses certified by DSBSD (the Virginia Department of Small Business and Supplier Diversity).

Owner’s Small Business Participation Goal: 28%.

**VI. PROPOSAL REQUIREMENTS:**

A. Proposals shall be signed by an authorized representative of the A/E. By submitting a proposal, the proposer certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

1. Proposals should be prepared simply and economically, providing a straightforward, concise description of the A/E's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
2. The Respondent’s proposal shall include: the completed and signed RFP cover page 1; the completed and signed Forms AE-1, AE-1A, AE-2, AE-3, AE-4, AE-5 and AE-6. One (1) manually signed hard copy original and one (1) electronic copy, preferably on a flash drive of the proposal shall be submitted to the Agency. Each hard copy of the proposal shall be bound in a single volume where practical.
3. All documentation submitted with the proposal shall be included in that single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.
4. Any information thought to be relevant, but not specifically applicable to the enumerated scope of Work, may be provided as an appendix to the proposal. If publications are supplied by the proposer to respond to a requirement, the response should include reference to the document number and page number. Publications provided without such reference will not be considered relevant to the RFP.
5. To reduce the effort and expense of responding to RFP's, provide uniformity in the type information requested, and enhance the review and evaluation process, the standard Forms AE-1 through AE-6 shall be completed and included with the A/E’s proposal.
6. Descriptions of these forms and instructions for completing the forms are included in the A/E Manual. The AE-1, AE-1A, AE-2, AE-3, AE-4, AE-5, AE-6 data forms are available for download from the DGS Forms Center website ( <http://forms.dgs.virginia.gov> ).

**VII. EVALUATION AND AWARD OF CONTRACTS:**

A. Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:

*1.* Expertise, experience, and qualifications of the A/E's personnel in each discipline that may provide services relevant to the RFP.

2. Expertise, experience and qualifications of any special consultants proposed.

3. A/E's plan to respond to requests for services and ability to complete any Project Orders in a timely manner.

4. Expertise and past experience of the A/E in providing services on other Term Contracts or on projects of similar size, scope and features as those required for the Scope of Services on this RFP.

5. A/E's willingness to provide services on the small projects associated with Term Contracts for a reasonable fee as determined by the agency.

6. A/E's recent (past 5 years) experience / history in designing project within the established "Design-not -to -exceed" budget.

7. A/E's experience in providing services in conformance to the State's Construction and Capital Outlay procedures including Codes, Standards, Accessibility and Building Efficiency.

8. Use of small businesses as consultants, subcontractors, suppliers or support services.

9. Size of the firm relative to the size of the project(s).

10. Financial Responsibility as evidenced by the A/E carrying Professional Liability Insurance.

11. Generally, the selection committee will consider the A/E's overall suitability to provide the services for the Term Contract within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the A/E's previous clients, references and others.

B. AWARD OF CONTRACT: The Agency shall engage in individual discussions and interviews with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proprietary information from competing proposers (including any data on estimated manhours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by §2.2-4342, Code of Virginia, as revised. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Agency shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the Proposer ranked first to establish an acceptable MOU, including marked up hourly rates considered fair and reasonable, and which compare favorably with the typical labor rates for the various A/E skill levels required for the work. A contract award will be made to that Proposer. The Agency may then issue the first Project Order provided the A/E accepts / agrees to the Project Order offered. If other interviewed proposers were also determined to be qualified, negotiations may be conducted in order to establish acceptable MOUs with them as well in advance of awarding the other Term Contracts.

A/E Term Contracts are not exclusive. An Agency may issue separate RFPs for similar work and other projects as the need may occur. An Agency may issue Term Contracts to not more than four of the fully qualified and best suited firms interviewed from a particular A/E Term Contract RFP advertisement and selection process. When multiple awards are made, the Agency shall have established procedures for distributing the Project Orders among the Term Contractors during the contract term.

**VIII. FEES:**

A. The Memorandum of Understanding prepared by the Agency will document the negotiated acceptable labor rates for the various classifications/skill levels. These rates will be used by the Agency in arriving at lump sum fees and any hourly rate work that is authorized by the Agency for Project Orders issued under the Term Contract resulting from this solicitation.

B. If a Project Order is to be performed on a lump sum basis, the Agency shall determine a lump sum based on the Scope of Service required, the estimated man-hours required for each classification/discipline/skill level, and the labor rates agreed upon during the contract negotiations.

C. Any individual Project Order fee shall not exceed $200,000 and the aggregate total of fees for all Project Orders issued during the Contract Term shall not exceed $1,000,000.

**IX. CONTRACT TERM:**

Under this Contract, Project Orders may be issued during the one-year following the date of execution of this Contract. This one-year period shall be referred to as the "Contract Term." If a Project Order is issued during the Contract Term which, in the aggregate total of it, all previously issued Project Orders and any Change Orders to the previous Project Orders, reaches the $1,000,000 limit, then no further Project Orders may be issued during that Contract Term. It is understood that the A/E's Work under the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the Work is completed, except the Owner's right to issue, and the A/E's right to accept, additional Project Orders.

The Owner may, at its sole discretion, renew the Contract for one additional one year Contract Term provided the option to renew was indicated in the RFP. If the Owner exercises its option to renew, the second Contract Term shall begin one year from the date of the execution of this Contract or the date that the Owner notifies the A/E that the option to renew is being exercised, which ever occurs first. A new aggregate limit of $1,000,000 shall apply to the second Contract Term, without regard to the dollar amounts of Project Orders issued during the first year of the Contract. Any unused amounts from the first Contract Term are forfeited and shall not carry forward to the second Contract Term. The Owner/Agency may, at its sole discretion, exercise the one year renewal a maximum of 4 times.

**X. PROJECT ORDERS:**

The first Project Order may be issued at any time during the term of the A/E Term Contract. It will authorize the A/E to perform the Work for a lump sum amount or at the marked up hourly rates agreed to and set forth in the MOU attached to the A/E Term Contract. The maximum fee allowed by law for any Project Order is $200,000 which includes all fees and reimbursable expenses and contingencies.

It is understood that more than one Project Orders may, at the Owner's sole discretion, be offered to the A/E during the Contract Term. Although the potential exists for multiple project orders during the Contract Term with aggregate fees up to $1,000,000, the Agency does not represent or guarantee that the A/E will receive any Project Orders.

**XI. ATTACHMENTS**

Please download the following forms by visiting the Department of General Services website at:

<https://dgs.virginia.gov/search/documents-and-forms/?filter=BCOM>

Attachment A:eVA Vendor Registration Requirements (DGS-30-384)

Attachment B: Architectural/Engineering Firm Data, Forms AE-1 through AE-6 (DGS-30-004)

Attachment C: Virginia Tech Facilities Special Terms and Conditions

Attachment A:

**Vendor eVA Registration Requirements**

***eVA Vendor Registration:***The eVA Internet electronic procurement solution (http://eVA.virginia.gov) streamlines and automates government purchasing activities for the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide construction and/or professional services to the Commonwealth shall participate in the eVA electronic procurement solution. All bidders or offerors must register in eVA; failure to register will result in their bid/proposal being rejected. There are no fees to register, however, transaction fees apply as follows:

The Vendor Transaction Fee shall be:

(i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

**eVA Contracts and Orders:** The solicitation/contract will result in (\_\_\_\_\_\_\_\_\_\_) purchase order(s) with the eVA transaction fee specified below assessed for each order.

The Vendor Transaction Fee shall be:

(i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

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

The eVA transaction fees listed above are per the eVA Fee Schedule, revised 7/1/2014. Please refer to the eVA website for subsequent fee revisions.

DSBSD is the Virginia Department of Small Business and Supplier Diversity, a new department which went into effect 1/1/2014. The operations of the former Department of Minority Business Enterprise (DMBE) are currently being transitioned into DSBSD. Until such time as the transition is complete, consider “DSBSD-certified” and “DMBE-certified” to be equivalent terms.

Attachment B:

Please access the current version of form DGS-30-004, Architectural/Engineering Firm Data, Forms AE-1 through AE-6, on the DGS website at the following link:

<https://dgs.virginia.gov/search/documents-and-forms/>

Attachment C:

**VIRGINIA TECH FACILITIES SPECIAL TERMS AND CONDITIONS**:

**12/14/17**

1. All work is to be performed in compliance with the most current version of the Commonwealth of Virginia Construction and Professional Services Manual (CPSM) and the following Virginia Tech Standards:
2. Principals and Standards including but not limited to references to Campus Design Principles, Design & Construction Standards, Sign Standards, and CAD Standards shown on the Virginia Tech website - <https://www.facilities.vt.edu/planning-construction/principles-and-standards.html>
3. Building Code Compliance requirements including but not limited to references to A/E Seal Requirements, Building Code Related Design Criteria, Codes, Forms, and Guidelines, Procedures & Resources shown on the Virginia Tech website - <https://www.facilities.vt.edu/permits-inspections/building-code-compliance.html>
4. Stormwater Management Program shown on the Virginia Tech website - <https://www.facilities.vt.edu/permits-inspections/stormwater-management.html>
5. Network Infrastructure & Services Design and Construction Standards shown on the Virginia Tech website - <https://www.nis.vt.edu/About/Publications/CablingStandards.html>
6. Construction Safety Requirements including but not limited to references to Asbestos, Contractor Safety, Electrical Safety, Excavation Safety, Fall Protection, Hearing Safety, Heat Safety, Lockout/Tagout, Personal Protective Equipment, and Respiratory Protection shown on the Virginia Tech website - <https://www.ehss.vt.edu/audience/?audience=construction_safety>
7. **ELECTRONIC TRANSACTIONS AND EXECUTION IN COUNTERPARTS**

To the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties agree that electronic records, signatures, systems, formats, transmissions and communications(collectively, Electronic Transactions) may be utilized for this Project and this Agreement and all related documents, records, submissions, approvals, and communications(Ancillary Agreements). The parties agree that electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The parties further agree that Electronic Transactions may be relied on for the purposes of binding information transfer for this Project. Unless otherwise agreed to in writing by the parties, the following shall be deemed an acceptable electronic signature for the purposes of this subsection: an electronic symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. In the event the laws, rules, or regulations of a third party governmental agency or entity do not permit the use of Electronic Transactions or Electronic Signatures, then this section shall not apply but only to the extent necessary to comply with the laws, rules, or regulations of the third party governmental agency or entity.

This Agreement, and any Ancillary Agreements, may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement, or any Ancillary Agreement, transmitted by any means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such Ancillary Agreement.

RIGHTS AND REMEDIES: Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

1. **SECTION 179D: ALLOCATION OF ENERGY EFFICIENT DESIGN TAX DEDUCTION -**

**Applicable to all A/E Design RFPs/Contracts and all Design-Build RFPs/Contracts.** If reinstated, currently expired 12/31/16, Virginia Tech prioritizes environmental responsibility and sustainability in planning, development and construction of our facilities on Virginia Tech’s Campuses. These efforts, may be eligible for tax benefits under Section 179D of the Federal Tax Code, which allows a deduction based on the cost of certain qualifying, energy efficient property. Virginia Tech, in most cases, is unable to benefit directly from these deductions, however Virginia Tech is permitted to allocate the deduction to parties responsible for the design of the qualifying property.

An individual or entity who is contracted directly with Virginia Tech to design certain energy efficient buildings may apply to Virginia Tech for an allocation of Section 179D Deductions.

Refer to the link below for IRS guidelines and applicable updates regarding project eligibility,https://www.gpo.gov/fdsys/pkg/USCODE-2010-title26/pdf/USCODE-2010-title26-subtitleA-chap1-subchapB-partVI-sec179D.pdf

1. **UNIVERSAL DESIGN PRINCIPLES**

Universal Design principles shall also be embraced in all aspects of the design. A/E shall explore opportunities to apply Universal Design principles in the design and composition of project elements to allow for ease of access, use, and understanding, to the greatest extent possible, by all people regardless of their age, size, ability or disability.

1. **ALL GENDER BATHROOMS**

All gender restrooms shall be included in each new capital project and major renovations at Virginia Tech. Whenever possible, every floor shall have one all gender restroom that complies with the 2010 ADA Standards for Accessible Design and is accessible to the general public. The all gender restroom shall be located nearby the men’s and women’s multi-user restrooms whenever possible. Appropriate signage shall be displayed for the restroom as well as directional signage if it is not feasible for the restroom to be located near the main floor restrooms. Each all gender restroom shall be designed as a single occupancy restroom with appropriate locking and closer mechanisms for the operation of the fully accessible door. The toilet, lavatory and all required accessories shall be compliant with the 2010 ADA Standards for Accessible Design.

1. **VEHICULAR ACCESS AND PARKING AREAS**

In addition to the Vehicular Access and Parking Area requirements listed in the 2006 Virginia Tech Design and Construction Standards, include the following:

**SIDEWALK PARKING**: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

**TURF PARKING:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

1. **COMMONWEALTH OF VIRGINIA TRAVEL REGULATIONS**

The Commonwealth of Virginia Travel Regulations can be downloaded from the Commonwealth’s Website at <https://www.doa.virginia.gov/reference/CAPP/CAPP_Topics/20335-2015-Dec.pdf>.

1. **SCHEDULING SOFTWARE**

When required to develop a CPM schedule, the contractor shall use Primavera P6 or a similar system as approved in writing by the Owner. Microsoft Project shall not be used for developing a CPM schedule.

1. **CONTRACTOR CHANGE ORDER EVALUATION BY PROJECT A/E**

During the construction administration phase of the project, the A/E shall evaluate all Contractor Change Order requests to confirm the entitlement of the change as well as assess the reasonableness of the costs and schedule impacts.

1. **A/E QUALITY ASSURANCE OF DELIVERABLES**

The A/E shall Conduct Quality Assurance of all documents delivered to the Owner per the QA checklist (Appendix Q) of the CPSM.

1. **CMAR FEE – Applicable to all CM at Risk RFPs and Contracts**

The CMAR fee shall include all costs and expenses including but not limited to registration and monthly fees associated with eVA, and GC Pay.

1. **CMAR COST OF WORK ADJUSTMENT** - **Applicable to all CM at Risk RFPs and Contracts**

Once trades bids are received by the CM, any “savings” in the actual Cost of the Work versus the Cost of the Work included in the approved GMP shall revert to the Owner and the GMP shall be reduced accordingly by Change Order. If the actual cost exceeds the amount for this component of the approved GMP, those costs shall be borne by the CM.