



**CITY OF ALBUQUERQUE
DEPARTMENT OF MUNICIPAL DEVELOPMENT**

ADDENDUM NO. 2

DATE: October 9, 2015
PROJECT NAME: Albuquerque Rapid Transit
PROJECT NO.: 6319.92

TO: ALL RESPONDENT OF RECORD

This Addendum forms a part of the contract Documents and modifies or supplements the Request for Qualifications as indicated below. All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof. Respondents shall acknowledge receipt of this Addendum in the appropriate space in the Statement of Qualifications form.

PO Box 1293

PROPOSALS DUE DATE: Tuesday OCTOBER 13, 2015, no later than 1:30 p.m. (MST), to the City Clerk's Office, Plaza del Sol Building, 600 Second Street NW, Room 720, Albuquerque, New Mexico 87102.

Albuquerque

I. QUESTIONS FROM OFFERORS/CLARIFICATIONS

New Mexico 87103

www.cabq.gov

1
RFP 00 0102
Subsection 1.0

Please consider revising as follows: "The City and successful Offeror will negotiate acceptable terms and conditions using the Agreement Between the Owner and the Construction Manager at Risk and the General Conditions of the Construction Manager at Risk Agreement."

The City will negotiate terms and conditions of the using the CMAR agreement as a basis for negotiations.

2

RFP 00 0102

Subsection 7.0

Definition of "Construction Manager at Risk Delivery Method" includes "educational facility" and "the building project". Please revise accordingly to comport with the RFP for the Project.

Construction Manager at Risk Delivery Method" means a construction method wherein a construction manager at risk provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the project, preparation and coordination of bid packages, scheduling, cost control, value engineering, and while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, pre-qualifying and evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the construction manager at risk is financially responsible. The CMAR must submit a Proposal Bond with their Offer, and shall submit Payment and Performance Bonds for Construction, as may be required per final contract.

3

RFP 00 0102

Subsection 7.0

In the definition of "MACC", the definition includes "General Conditions". Is this a defined term and, if so, where is it defined?

In this paragraph, the term refers to the list of Specified General Conditions noted in the CMAR Agreement Summary Matrix of Cost Allocation, pages 43-47.

4

RFP 00 0103

Subsection 2.0.4

This section references to acknowledging any addenda on a Acknowledgement of Amendment Form which is not provided. However, there is a section on the proposal form to Acknowledge Amendments to the RFP on the Proposal Form. Please clarify if we are supposed to Acknowledge Amendments on the form and in addition attach any Amendment Forms to the proposal you provide us.

The RFP states, "Any Addenda will be accompanied by an Acknowledgement of Amendment Form..."

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5

RFP 00 0105

Subsection 2.2.a

Reference to 00 50 00, please provide us with 00 50 00.

In this paragraph, the term refers to the list of Specified General Conditions noted in the CMAR Agreement Summary Matrix of Cost Allocation, pages 43-47. Please disregard the reference to 00 50 00.

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RFP 00 0105

Subsection 2.2.b.4

Please consider removing the requirement for each page to be initialed.

We will remove.

7

RFP 00 0105

Subsection 2.2. b.3

This section requires information that is not stated on the Proposal Form. Please reissue the form with spaces to include this information or remove the requirement for 2.2.b.3.

The paragraph states the requested information should be printed or typed on the form, please see revised Page 18 of the Request for Proposals, attached.

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RFP 00 0106

Subsection 21, 22, and 23

The Instruction to Proposers doesn't include guidance on the three Certifications included in 00 0106. Please clarify that the Certifications are a requirement of the Proposal.

Forms 1, 2, and 3 are required for submission.

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General Conditions

1.1.12

The definition of GMP in the RFP, CMAR Agreement, and General Conditions should be the same throughout all three documents to avoid ambiguity. Please consider providing a consolidated definition of Guaranteed Maximum Price.

The City and successful Offeror will negotiate acceptable terms and conditions using the Agreement Between the Owner and the Construction Manager at Risk and the General Conditions of the Construction Manager at Risk Agreement Conditions of the Construction Manager at Risk Agreement.

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General Conditions

2.2.2/4.3.6-4.3.7

Section 2.2.2 sets forth Owner's responsibilities for certain approvals, assessments, and easements. Please consider revising Section 4.3.6 and 4.3.7 to provide cost and schedule relief in the event Owner does not provide these in a timely manner and CMAR is delayed.

In the event the owner does not provided the approval of assessments, and easements the owner will expect to negotiate a schedule of cost and relief.

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General Conditions

2.2.3

Section 2.2.3 provides that the "Owner shall furnish surveys describing . . . Utility locations". Please consider revising Section 4.3.6 and 4.3.7 to provide cost and schedule relief in the event CMAR encounters unidentified utilities.

In the event the owner does not provided the approval of assessments, and easements the owner will expect to negotiate a schedule of cost and relief.

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General Conditions

2.4.2

This section references "Substantial Completion Schedule provided in accordance with Subparagraph 9.8.2". Section 9.8.2 makes no reference to a "Substantial Completion Schedule". Please clarify.

Substantial Completion Schedule will be negotiated as part of GMP.

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General Conditions

4.2.5

This section addresses payment. Does this section belong in Article 9?

This section deals with contract administration and is located appropriately.

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General Conditions

10.3

Please confirm that CMAR will be entitled to cost and schedule relief if preexisting hazardous materials are encountered during the course of the work. Also, please confirm that Owner will be considered the generator for preexisting hazardous materials; Owner will select the disposal site for preexisting hazardous materials; and Owner will sign disposal manifest for any preexisting hazardous waste.

No hazardous materials are expected to be encountered with the administration of this project. In the event hazardous materials are encountered they will be remediated outside the terms of this contract.

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CMAR Agreement

1.23, 7.1, 7.2, 7.4

CMAR Agreement Section 1.23 seems inconsistent with CMAR Agreement Sections 7.2, 7.3, and 7.4. Consider deleting CMAR Agreement Section 1.23 as the substance of this section seems better addressed in CMAR Agreement Sections 7.2, 7.3, and 7.4

There seems to be no inconsistency between the identified terms.

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CMAR

Agreement

1.24

This section references "Construction Manager Risk Contingency". Is this a defined term and, if so, where is it defined? This term is also used in Section 1 of the GMP Amendment.

There is no definition of the "Construction Manager Risk Contingency" as it is expected to be included in the negotiated GMP.

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CMAR Agreement

7.1

This sections references "Programming Phase". Is this a defined term and, if so, where is it defined?

Programming Phase is a term generally used for vertical construction, and this contract CMR will provided two cost estimates as identified in the amended Pre-Construction Work Plan as attached in the addendum.

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CMAR Agreement

7.1.2

This sections references "Additional Service" and "Basic Service". Are these defined terms and, if so, where are they defined?

These terms refer to the Design Professional services.

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CMAR Agreement

6.5

What time frame should the Specified General Conditions be based on? Should the duration of potential early construction work be included?

General conditions will be based on anticipated construction schedule of 480 days.

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CMAR Agreement

Summary Matrix of Cost Allocation

Pages 45-47 of this matrix reference Sections 01 31 00, 01 40 00, 01 50 00, 01 70 00, 01 77 00, 01 78 00, 01 78 01, and 01 79 00. Please provide these documents.

31 31 00 –Field Engineering see CMAR General Conditions, Section 3.12.10 pg. 45;

Communication System see CMAR Request for Proposals pgs. 30-33

- 01 50 00 –CMAR General Conditions section 3.13 Use of Site pgs. 45-51
- 01 75 00 – CMAR General Conditions, Section 9.10, pg. 97

- 01 78 00 – CMAR General Conditions, Section 9.8 pg. 94
- 01 78 01 – CMAR Agreement, Section 3.3.8, pg. 13 and CMAR General Conditions, Section 3.10 pgs. 39-42
- 01 79 00 - CMAR General Conditions, Section 9.8 pg. 94

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CMAR Agreement

Summary Matrix of Cost Allocation

4th line item Construction Management Services references ARTICLE 3.3.14. This reference is not found. Please provide ARTICLE 3.3.14

The City is requesting the Offeror provide a dollar figure for CMAR Percentage Fee and Specified General Conditions. As the line item in question is considered Cost of the Work it is not necessary for submission of the RFP.

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CMAR Agreement

Summary Matrix of Cost Allocation

That the GMP contingency referenced in 6.12 should be allocated/included in the Cost of Work amount and not the General Conditions.

Include GMP contingency in cost of work.

23

CMAR Agreement

7.2.8

In what circumstance when the GMP increases would there be a minus to CMAR Fee as allowed by this section?

In most circumstances if a GMP increase would be warranted, the GMP would not be reduced. In the event the GMP would cause an increase in the MAC the owner and the CMAR may negotiate a reduced CMAR in the amount of the GMP increase.

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CMAR Agreement/ GMP Amendment

11.5.1/5 CMAR Agreement Section 11.5.1 provides that the "Construction Manager at Risk may submit an Offer in accordance with Article 11.3 to do Work with its own forces, provided at least 30% of the labor by such work unit is performed by employees of the Construction

Manager at Risk" GMP Amendment Section 5 provides that "Construction Manager at Risk will perform 30% of the GMP with its own forces". Does this mean that 30% of the Work is NOT subject to the bidding process contemplated by Section 11.3 and 11.5 of the CMAR Agreement?

It is anticipated that work will be bid. In the event that the CMAR prices are higher than as bid it is anticipated that difference would be a portion of the CMAR contingency.

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RFP and CMAR Agreement

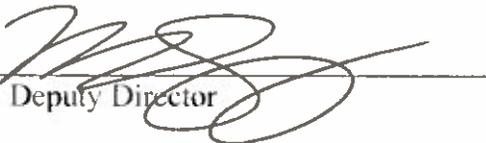
The RFP and CMAR Agreement both contain a definitions section with the same terms. Please consider consolidating into one section to ensure consistency in the usage of such terms.

At the time of contracting we will negotiate consolidation of the terms in to a single set of definitions.

APPROVED:

Department of Municipal Development

By


Deputy Director

AMENDED PRE-CONSTRUCTION WORK PLAN

Overview

An example scope of work for both pre-construction and construction services is presented below. The actual scope of work for construction services will be negotiated prior to NTP for each phase of the Project.

There will be two phases pre-construction and construction services for this project. The first is the for the Early Work Package that consists of the bulk of Segment 1 and Segment 5 and any potential long lead items for the project corridor. The contractor will receive 90% complete construction plans to review for constructability and schedule input for Segments 1 and 5.

The second phase will be for the remaining segments of the project, Segments 2, 3, and 4. The contractor will receive 60% complete construction plans and provide constructability and schedule input prior to 90% package in which to prepare a bid.

Scope of Pre-Construction Services

The objective of pre-construction and associated tasks is to create a teaming atmosphere that will allow CITY OF ALBUQUERQUE and the Contractor to work jointly to deliver the highest-quality Project within the budget as determined by CITY OF ALBUQUERQUE. As part of the design team, the Contractor will provide input on schedule, phasing, constructability, materials availability, cost, etc. throughout the design Project under a firm fixed price for services outlined in this RFP. Pre-construction tasks to be performed by the Contractor shall include:

1. Provide a Project Manager and associated staff to consult with, advise, assist, and provide recommendations to CITY OF ALBUQUERQUE and the design team on all aspects of the planning, design, and proposed construction, as requested by CITY OF ALBUQUERQUE.
2. Participate and attend an initial Project workshop, conducted at a local site to be determined by CITY OF ALBUQUERQUE, that will follow the following general agenda:
 - Introduction to the Project and the Project stakeholders
 - Project status, goals, objectives, funding, etc.
 - Presentation of Project elements
 - Presentation of Project schedule
 - Preliminary discussion of major risk factors
 - Question-and-answer session

3. Participate in an initial goal-setting session with CITY OF ALBUQUERQUE. The outcome of this session will be to review CITY OF ALBUQUERQUE's goals to ensure that the Contractor understands these goals and to allow the Contractor to provide recommendations to CITY OF ALBUQUERQUE regarding these goals.
4. Participate in the Project partnering meetings and process. The partnering process will take place during the length of this Contract as further defined by CITY OF ALBUQUERQUE. The parties involved in the performance of the Project, including CITY OF ALBUQUERQUE, the HDR Engineering, the prime Contractor, and all subcontractors will meet together on a regular basis (at least monthly) to establish and maintain open lines of communication with the goal of ensuring relationships of trust and cooperation on the Project.
5. Provide constructability and material availability reviews, along with written reports and recommendations, of the final construction drawings being prepared by HDR.
6. Participate in formal constructability and material availability reviews that will be conducted at up to three milestones for the entire Project limits. These formal reviews will focus on identifying revisions to improve clarity for bidding, identifying potential design revisions that would reduce construction costs, and identifying elements to improve the time performance for the Project.
7. Participate in informal oversight constructability reviews with HDR on various specific elements of the Project and provide recommendations of such to CITY OF ALBUQUERQUE.
8. Submit written comments and recommendations to CITY OF ALBUQUERQUE regarding the development of the construction plans. These comments and recommendations shall address proposed construction staging and phasing; the need for field offices and parking requirements during construction; construction equipment storage and laydown yards; use of public roads and detour routes; coordination of work with stakeholders along the Project corridor; coordination with utility owners surrounding disruptions and relocations; methodology for protection of properties during construction; techniques for mitigating dirt and debris during construction; process to address known hazardous material and remediation measures; means to address storm water management; treatment of temporary facilities and traffic management; measures to address noise, dust, and vibration during construction; proposed work hour schedule (including number of shifts and weekends); strategy to maintain access to all properties along the construction corridor; methodology to provide public and worker safety protection; and procedures to maintain Project security during construction.
9. Submit a report identifying materials that may be cost-effectively recycled during construction, including a cost estimate of potential cost increases or decreases from the baseline estimate.

10. Identify any long lead items that may cause schedule impacts. A list of long lead items requiring early design consideration shall be submitted to CITY OF ALBUQUERQUE for consideration so that the Project schedule is not modified.
11. Participate in a formal ongoing risk analysis program being conducted by CITY OF ALBUQUERQUE for the Project. The focus of the ongoing risk analysis program will be to identify various Project elements and associated risk, after which various strategies and/or mitigation measures will be developed that will lead to reduced risk severity. It is anticipated that this task will include a number of one-day workshops or meetings during the design phase of the Project between CITY OF ALBUQUERQUE, the Contractor, HDR, and relevant stakeholders along the Project corridor.
12. The Contractor shall work with CITY OF ALBUQUERQUE to finalize a subcontracting plan for accomplishing all construction work while maximizing DBE opportunities.

The Contractor shall recommend division of work to facilitate bidding and award of trade contracts. The Contractor shall identify work that the Contractor proposes to self-perform and shall identify how the Contractor will ensure that the pricing of self-performed work will be the most advantageous to CITY OF ALBUQUERQUE. The Contractor shall identify the plan to manage any subcontract that is not performing in accordance with the Project's requirements for budget control, on-time schedule performance, safety, or quality control procedures. The Contractor shall identify a proposed management plan to oversee all subcontracting work efforts.

The following subcontracting terms and conditions shall apply to the Contractor during the preparation of the contracting plans:

- a. The Contractor shall give advance written notification to CITY OF ALBUQUERQUE of any proposed subconsulting agreement or subcontract negotiated under the Contract. CITY OF ALBUQUERQUE shall have the right to approve all subcontract agreements and subconsulting agreements, including any change or amendment to any agreements.
- b. No change, removal, or substitution shall be made in any of the subcontractor or subconsulting agreements without prior written approval from CITY OF ALBUQUERQUE.
- c. CITY OF ALBUQUERQUE shall have no liability to any subcontractor for payment for services under the Contract or any other work performed for the Contractor by any subcontractor or subconsultant. For any subcontract entered into by the Contractor under the Contract, responsibility for payment to the subcontractors or subconsultants as well as any other work performed by a subcontractor or subconsultant shall be the sole responsibility of the Contractor.

- d. The Contractor shall be responsible for directing all work performed by subcontractors. CITY OF ALBUQUERQUE shall not be responsible for or direct any subcontractor to perform services that have not been previously authorized in that subcontractor's subcontract. Neither the Contractor nor CITY OF ALBUQUERQUE shall have any liability to subcontractors for work performed by subcontractors that has not been previously authorized under the subcontracting plan.
- e. No subcontract under the Contract shall provide for payment on a cost-plus-percentage-of-cost basis. All subcontract agreements shall comply with Federal, State, and local laws and regulations, including the regulations and requirements of CITY OF ALBUQUERQUE, and shall contain all of the third-party Contract provisions required by FTA.
- f. No subcontract shall provide for further subcontracting of the Work to a lower tier unless the subcontracting plan allows for such subcontracting. Any such additional subcontractors shall meet all the requirements set forth in the Contract for subcontracts and, in addition, shall include such other provisions as CITY OF ALBUQUERQUE, at its discretion, shall deem appropriate.
- g. As a part of the subcontracting plan, the Contractor shall also be required to identify its process for selecting subcontractors. This process shall identify CITY OF ALBUQUERQUE's role during the selection process.

13. As part of the ongoing cost estimating for the Project, the Contractor shall prepare and submit to CITY OF ALBUQUERQUE two (2) versions of an Construction Cost Estimate (CEE) at various stages of design. The determination of when an CEE shall be prepared is at the discretion of CITY OF ALBUQUERQUE and shall be in a written format that identifies the risks and assumption that will be assumed when preparing the CEE.

On completion of the second CEE, at an agreed design milestone, a Guaranteed Maximum Price (GMP) shall be prepared by the Contractor. If the GMP appears to be exceeding CITY OF ALBUQUERQUE's established construction budget, CITY OF ALBUQUERQUE shall notify the Contractor accordingly and shall give the Contractor an opportunity to propose how to complete the Work within budget. If CITY OF ALBUQUERQUE and the Contractor cannot agree on a GMP, CITY OF ALBUQUERQUE reserves the right to terminate the Contract and procure the Work in an alternative manner, as CITY OF ALBUQUERQUE deems appropriate.

14. Prior to development of the GMP, the Contractor shall prepare a detailed baseline cost-loaded Critical Path Method (CPM) Schedule to serve as the Project Baseline Schedule, which identifies all activities and progress payment processing during construction. In addition to the CPM Schedule, the Contractor shall submit a finalized budget and

schedule control management plan to ensure completion of construction within budget and in accordance with the Project Baseline Schedule.

15. The Contractor shall help CITY OF ALBUQUERQUE coordinate with any Project stakeholders on an as-needed basis.

The Contractor will not be delegated the authority to act on CITY OF ALBUQUERQUE's behalf with a Project stakeholder. However, the Contractor will be considered to be a member of CITY OF ALBUQUERQUE's Project team and will be requested to be a part of coordination meetings with the various Project stakeholders.

The Contractor shall support CITY OF ALBUQUERQUE in developing of agreements with utility owners and other Project stakeholders, as necessary.

The Contractor shall collect detailed information required to create the plans identified in the following list:

- a. Prepare and submit a Safety Plan in compliance with CITY OF ALBUQUERQUE's safety program.
- b. Prepare and submit an Environmental Compliance Plan (ECP) that identifies how environmental compliance will be achieved during construction as well as any mitigation measure to be implemented.
- c. Develop, implement, and maintain a Quality Control Plan that assures equipment and material conformance to the applicable requirements of every section of the specifications. The Quality Control Plan shall focus on providing continuing attention to producing and installing error-free work that complies with the Contract. The Quality Control Plan shall include, at a minimum, provisions for continued education and training, toolbox meetings, various meetings with subcontractors and suppliers, and other activities designed to accomplish the following:
 - Emphasize the importance of high-quality work;
 - Stress the concept that quality is best achieved during initial installation of the Work;
 - Enhance the exchange of technical and other information pertaining to quality throughout the Contractor's organization; and
 - Eliminate non-complying work requiring rework or replacement.

The Quality Control Plan shall include the Contractor assuring the quality of the work of the subcontractors at all levels.

CITY OF ALBUQUERQUE will provide some quality assurance for the Project. CITY OF ALBUQUERQUE or its designee will perform limited inspection and

testing to audit and verify that all work and materials comply with the drawings, specifications, and all reference standards. Audits will be performed on a systematic basis and will be coordinated with the Quality Control Plan or as warranted by general quality trends.

- d. Prepare and submit a Hazardous Material Plan (HMP) that identifies how anticipated and unanticipated hazardous materials will be handled during construction. Also address appropriate mitigation measures.
 - e. Prepare and submit a Storm Water Runoff Plan (SW3P) that identifies how storm water runoff will be managed during construction in accordance with local jurisdictional requirements.
 - f. Prepare and submit a New Mexico Department of Environmental Quality Plan (DEQ) that addresses equipment emissions and dust during the construction of the Project.
16. The Contractor shall support CITY OF ALBUQUERQUE's public communication and outreach program throughout pre-construction. The Contractor will be required to work with CITY OF ALBUQUERQUE's Project Team to provide appropriate information and updates relating to the anticipated construction schedule.

Scope of Construction Services

Upon completion of the services listed above under the Scope of Pre-Construction Services and CITY OF ALBUQUERQUE's acceptance of a GMP, the Contractor may be requested to enter into Phase 2 construction services of the Contract. The tasks listed below are a representative list of tasks that may be requested of the Contractor. This list is not exhaustive, and tasks may be added or deleted during the negotiations of the Phase 2 construction services scope of work and GMP. Prices for these services will be included in the final, negotiated Contract as part of the final GMP.

1. Implement a Project Partnering Program.
2. Hold a pre-construction conference at least 15 days before beginning any construction work on the Project.
3. Conduct weekly progress meetings with CITY OF ALBUQUERQUE. Prepare and distribute minutes of each meeting.
4. Obtain and comply with all necessary construction permits needed for the completion of the Project.
5. Solicit and conduct subcontractor bidding for all construction work being self-performed by the Contractor.
6. Maintain a qualified, full-time construction management staff comprised of the following Key Individuals:

- a. The key personnel identified in the RFP
 - b. Lead Construction Superintendent
 - c. Discipline Construction Superintendents
 - d. Lead Project Scheduler
 - e. Environmental Compliance Manager
7. Finalize a cost-loaded Baseline CPM Schedule for the Project. Maintain and update the schedule on a monthly basis to monitor Project progress, manage all construction work effort, establish a progress payment and tracking system, and keep CITY OF ALBUQUERQUE fully advised of the work status through submission of a monthly progress report that identifies any delays or impacts to the Baseline CPM Schedule. Prepare for CITY OF ALBUQUERQUE review a weekly 4-week look-ahead work schedule that is consistent with the overall Baseline CPM Schedule.
 8. In the case where CITY OF ALBUQUERQUE and the Contractor have agreed to share risk on a specific Work item or have agreed to share control of a contingency, make available at all times cost and budget estimates (including supporting materials and records) to CITY OF ALBUQUERQUE for review. Provide monthly reports in a format agreed to by CITY OF ALBUQUERQUE showing actual costs and work progress as compared to estimated cost projections, as compared to scheduled work progress, and as a percent of Project completion. The Contractor shall explain significant variations and provide information as requested by CITY OF ALBUQUERQUE.
 9. Review and process all applications for payments by subcontractors and materials suppliers in accordance with the terms of each Contract. Review and resolve all subcontractor and material supplier payment requests in accordance with the agreed-upon GMP.
 10. Maintain current, hard copies of all as-built drawings, including all subcontracted work, and submit as-built information on a monthly basis to CITY OF ALBUQUERQUE in hard copy and electronic formats. All CADD and electronic work effort shall be included as part of the GMP.
 11. Develop a procedure for tracking, expediting, and processing all submittals, change orders, and requests for information (RFIs) to CITY OF ALBUQUERQUE's review and approval prior to implementation. This procedure shall use the WBS established for the Project, and submittals shall be tracked using the Project Schedule.
 12. Implement and maintain a Traffic Control Plan (TCP) in accordance with the specifications developed during Pre-Construction. The goals of the TCP will be to keep roads open to traffic during the Work and to provide and maintain detour roads as specified during Pre-Construction.
 13. Support CITY OF ALBUQUERQUE's public outreach program during Construction by working with CITY OF ALBUQUERQUE's Public Information Officers and providing

regular and timely Project updates to the schedule and necessary construction notification as may be needed.

14. Maintain, protect, and implement an effective public and worker safety program in accordance with the Safety Plan developed during Pre-Construction. This program shall be enforced until Final Acceptance of all Work.
15. Implement the effective environmental compliance and mitigation measures in accordance with the Environmental Compliance Plan (ECP) developed during Pre-Construction.
16. Implement an effective quality management program for all construction work in accordance with the Quality Control Plan developed during Pre-Construction.
17. Implement an effective hazardous material handling program for all construction work in accordance with the Hazardous Material Plan (HMP) developed during Pre-Construction.
18. Implement the subcontracting plan in accordance with the plans developed during Pre-Construction. Provide quarterly subcontracting reports that identify compliance with the goals and objectives of the subcontracting plan.
19. Implement measures to manage storm water runoff and dust during construction in accordance with the plans developed during Pre-Construction and in accordance with local jurisdictional requirements.
20. Condition of Final Acceptance of Work will include the following:
 - a. Complete all construction work for a price not to exceed the established GMP.
 - b. Assist CITY OF ALBUQUERQUE by preparing a final report of all construction cost along with any supporting information that may be needed by CITY OF ALBUQUERQUE during its final record audit.
 - c. Provide lien waivers from all subcontractors and material suppliers on the Project.
 - d. Rebuild, repair, restore, and make good all losses, injuries, or damage to any portion of the Work under the control of the Contractor at no additional cost to CITY OF ALBUQUERQUE.
 - e. Clean all rubbish, excess materials, temporary structures, and equipment from the highway, Project, borrow and local material source sites, and all areas occupied in connection with the Work.

CITY OF ALBUQUERQUE
Albuquerque Rapid Transit Project "ART"
Project No: 6319.92

**PROPOSAL OF CONSTRUCTION MANAGER AT RISK FEE AND SPECIFIED
GENERAL CONDITIONS**

The Undersigned submits the following proposal.

PROPOSAL

Pursuant to and in compliance with the Request for Proposal, the undersigned certify, having carefully examined the Contract Documents and conditions affecting the Work, and being familiar with the site: proposes to furnish all labor, materials, equipment and services necessary to complete the work as follows:

NOTE: Applicable New Mexico Gross Receipts Tax (NMGR) shall not be included in any amounts on this Proposal Form.

1. CMAR Percentage Fee (Percentage of Total Estimated Cost of the Work):

_____ % x \$65,000,000.00 = _____ *
_____ Dollars
(\$ _____)

2. Specified General Conditions:

_____ Dollars
(\$ _____)

TOTAL PROPOSAL (Total of 1 and 2 above)

_____ Dollars
(\$ _____)

*CM at Risk Percentage Fee will be calculated on Actual Cost of Work in the GMP.

Contractor Name _____

Contractor Address _____

New Mexico State Contractor's License Number _____

Contractor's Labor Enforcement Fund Registration Number _____

Contractor's New Mexico Gross Receipts Tax Number _____