

**GREENVILLE UTILITIES COMMISSION
Greenville, North Carolina**

REQUEST FOR QUALIFICATIONS

Construction Manager at Risk (CMR) Services

NEW OPERATIONS CENTER

A. SCOPE OF SOLICITATION AND TECHNICAL INFORMATION

The Greenville Utilities Commission, Greenville, North Carolina ("GUC") is seeking to hire a qualified Construction Manager at Risk firm ("CMR") to provide preconstruction and construction management services for a new Operations Center to be located in the vicinity of NC Highway 43 and Highway 264 Bypass on an approximate 82 acre site.

1.0 GENERAL

1.1 Scope

The purpose of this solicitation is to receive SOQs from qualified CMR Firms to deliver pre-construction services during the Programming/Conceptual Design phases of the project that are currently under development by GUC's Architect. The work includes but not limited to cost estimating; constructability review; advanced material procurement projections; site access/utilization; and construction project scheduling for a multi-phased project. The successful CMR will also provide a Guaranteed Maximum Price (GMP) based on **75%** Construction Documents prior to award of final CMR contract. The scope of work for CMR services required is described further in this document. The new operations center will facilitate the day-to-day and emergency activities of GUC's electric, gas, water, sewer, and internal service (administrative and engineering) functions. Approximately 220,000 square feet of office space, equipment shops, warehousing, vehicle maintenance, covered storage shelters, and related structures is contemplated with an expected employee population of 300. The anticipated construction cost range is \$40 to \$45 million.

The CMR team must have experience as the construction manager at risk for the construction of a minimum of five (5) projects with three (3) comparable size or larger utility or similar complexes.

The specific scope of work for the selected CMR for the Project will be defined in the construction management agreement; however, at a minimum the following services are required of the CMR:

- Provide preconstruction phase services including cost estimating, participation in life-cycle cost analysis, value-engineering, constructability reviews, scheduling, phasing plans, etc.
- Provide and maintain Request for Information ("RFI") and submittal logs
- Develop and maintain a master project schedule
- Prepare and maintain a cash flow analysis
- Define and prepare scopes of work for bid packages and lead first tier subcontractor vetting and scope of work-bid confirmation
- Develop a site management plan
- Provide construction management and general contracting services
- Develop a phasing and sequencing plan
- Establish and maintain quality control standards
- Provide a Guaranteed Maximum Price ("GMP")

The GUC anticipates entering into a construction management agreement with the CMR for the Project. In accordance with North Carolina General Statutes Section 143-128.1 the successful

CMR will be required to prequalify all first tier subcontractors with assessment tools and criteria for the Project including specific prequalification scoring values jointly developed with the GUC.

B. SOLICITATION INFORMATION

1.0 PROPOSAL PACKAGE

To be considered, the following components shall be submitted to the GUC in a concise manner as part of the response to this RFQ. Failure to include all of the elements specified below may be cause for rejection. Additional information may be provided, but shall be succinct and relevant to this RFQ. Submittals shall be limited to 50 pages, single sided or 25 double sided. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Qualifications Statements shall correspond to the sections below:

1.1 Firm Information

Included at a minimum, the CMR shall provide:

- a. Firm name, mailing address (include physical location if mailing address is a P.O. Box), contact person, telephone number, and e-mail address.
- b. Type of organization (joint venture, partnership, limited partnership, corporation, etc.). If submitting as a joint venture, firm shall provide a summary of the draft agreement terms.
- c. Firm history, including background of firm's executive management and number of years the firm has been in business.
- d. Financial information:
 - i. Firm's total annual construction volume for the past five (5) years.
 - ii. Name and contact information of the firm's bonding company.
 - iii. Letter from the surety indicating the firm's current bonding capacity and the surety's willingness to bond the Project.
 - iv. A.M. Best rating for the firm's surety, and its status to do business in North Carolina.
 - v. Respondent's experience modifier rate.
- e. Has the firm, or joint venture partner, been involved in litigation or arbitration with an owner of a facility in the past 10 years? If so, please describe each instance, giving specific detail regarding the reasons for the claim and amount in dispute. Explain how the claim was resolved.

1.2 Firm Experience

Briefly describe the Firm's related experience as the construction manager at risk for the construction of comparable size or larger utility or similar complexes and provide confirmation that the firm and its team members are licensed to provide construction management services in North Carolina. The Firm must provide at least five (5) recent projects of a similar scope and complexity, three (3) of which should involve utility operation center or similar experience. These projects should also demonstrate the Firm's ability to meet time and budget requirements, as well as the firm's capability, creativity and unique problem solving skills, budget and schedule compliance, and added value. The following minimum information should be included for each project:

- a. Owner and location of the project,
- b. Completion date or status of the project,
- c. Brief project description highlighting its key elements,
- d. Capacity and square footage of the project
- e. Date awarded,
- f. Date completed or date of anticipated project completion,

- g. Key personnel proposed for this project that were involved in the project,
- h. Initial project budget, final cost, and type of contract, and
- i. Owner's contact name, phone number, and e-mail address.

1.3 Project Team

The project team shall consist of members with demonstrated knowledge as the construction manager at risk for the construction of utility operation centers or similar building construction. To indicate such experience, describe the project team's knowledge of office building and utility building campuses, multi-departmental integration, warehousing, vehicle maintenance facilities, vehicle storage facilities, equipment and material yards, local codes and ordinances, and experience in dealing with local and state regulatory and permitting agencies. The firm must be licensed to provide construction management services in North Carolina.

- a. Identify the key personnel who will be assigned to deliver both pre-construction and construction services for the Project and indicate their respective roles and responsibilities during those Phases of the Project, indicating proposed candidates' names, positions
- b. Identify the firm's single point of contact for the entire Project,
- c. Provide an organization chart clearly defining all individuals proposed for the Project,
- d. Provide resumes for each individual listed above, including the following:
 - 1) Name and title
 - 2) Years of experience
 - 3) Years with firm
 - 4) Office location
 - 5) Education, certifications, licenses, and/or special training
 - 6) Description of role and key responsibilities for the Project and level of involvement in each phase
 - 7) Listing and description of relevant project experience
- e. Identify the level of commitment to the Project for each key personnel, including the project executive and lead project manager(s). Indicate their ability to start preconstruction services on October 2, 2017.

1.4 Project Approach

Provide a narrative describing the firm's approach to the Project. The following items shall be addressed specifically:

- a. Describe approach to implementing both the buildings and infrastructure work from "pre-construction services through construction. Identify opportunities, challenges, and risk mitigation strategies.
- b. Discuss role as a team member on the Project that includes GUC, its architect/engineer, and other Project Stakeholders.
- c. Discuss approach to project controls, including scope, schedule, budget and cost control, and construction quality control with examples of past success.
- d. Describe procurement plan to ensure completion of the Project on a timely basis.
- e. Describe practices and processes in monitoring and managing construction activities and subcontractor performance so as to minimize requests for change orders and avoid or mitigate construction related disputes.
- f. Indicate whether the firm would propose to self-perform any work on the Project and, if so, the how the firm will comply with NCGS 143 in self-performance.
- g. Describe how the firm will ensure competitive pricing and on-time, quality performance by its subcontractors.
- h. Describe the firm's approach to creating a competitive procurement environment for the benefit of the Project.
- i. Describe the firm's experience implementing apprenticeship and/or work for development programs to the benefit of the Project.

1.5 Minority Participation

Describe the program (plan) that your company has developed to encourage participation by local, minority and other HUB firms to meet or exceed the goals set by North Carolina General Statute 143-128.2. Attach a copy of that plan to this proposal. Provide documentation of the local, minority and other HUB participation that you have achieved over the past two years on both public and private construction projects. Outline specific efforts that your company takes to notify, recruit, and utilize local, minority and other HUB firms of opportunities for participation. Indicate the participation goal that you expect to achieve on this project. The selected CMR will be required to submit a final plan for compliance with Section 143-128.2 for GUC approval prior to soliciting bids for the Project's first tier subcontractors.

1.6 Quality of Service

Testimonials: The Firm may include no more than five, one page letters from clients that it has worked with on previous projects. Letters should comment on budget and/or schedule experiences and qualitative matters related to services rendered by the Firm or Team members. The Firm may also include a list of other client references with owner name and contact information.

2.0 EVALUATION CRITERIA

Qualification Statements and other information will be evaluated by the Selection Committee based on the firms' ability to meet the requirements of this RFQ. The primary evaluation criteria includes:

- a. Experience providing preconstruction and construction management services for similar projects.
- b. Approach to the Project.
- c. Ability to meet the established schedule.
- d. Qualifications and abilities of key individuals proposed for the Project.
- e. Experience with and success in utilizing local, minority and HUB subcontractors.
- f. Client references.
- g. Location and knowledge of Greenville, NC.

3.0 SUBMITTALS and INQUIRIES

SOQ packages should be no more than fifty (50) pages in length. Please prepare a cover letter no longer than two (2) pages, signed by an authorized representative of the firm. The table of contents will follow the cover letter (the cover letter and table of contents are not included in the overall page count). Pages shall be 8.5" x 11" with the exception of charts, photos, and exhibits, which may utilize 11" x 17" folded to 8.5" x 11."

Inquiries on the project or requests for additional information must be E-mailed to: Cleve Haddock, CLGPO, haddocgc@guc.com, Procurement Coordinator no later than Monday, July 10, 2017 at 5:00 p.m. local time. Greenville Utilities Commission will not be responsible for or bound by any oral instructions made by any employee(s) of GUC regarding this SOQ invitation. A Pre-submittal Conference will be held on Thursday, June 29, 2017 at 10:00 AM in the Engineering Conference Room located at 801 Mumford Road, the current Operations Center.

To be considered, nine (9) copies and one (1) CD of the completed SOQ should be mailed or delivered to: Cleve Haddock, CLGPO, Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, N.C. 27834 and referenced: **CMR Services NEW OPERATIONS CENTER SOQ.**

4.0 DUE DATE and INTERVIEWS

SOQ submittals must be received no later than Thursday, July 20, 2017 at 2:00 p.m. local time. **Late submittals will not be considered.** After the screening of SOQs, shortlisted Firms may be given additional information for interviews. These interviews will relate less to the past experience and qualifications already detailed in the submittal than to identification of the Firm's program

approach and to an appraisal of the people who would be directly involved in the project.

C. TERMS AND CONDITIONS

GUC reserves the right to reject all Qualifications or accept such Qualifications, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal.

1.0 CONFLICT OF INTEREST

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of Proposers providing CMAR services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a Proposer's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the CMAR from suspicion and accusations of breach of professional integrity. Proposers are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFQ.

2.0 PROPOSER INCURRED COSTS

All costs that may be incurred to prepare Qualifications, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each Proposer. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by Proposers during the proposal preparation, subsequent selection or negotiation stages.

3.0 MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

4.0 INSURANCE REQUIREMENTS

GUC shall be named as additional insured for its interest on all policies of insurance except Worker's Compensation as regards ongoing operations, products, and completed operations and this shall be noted on the face of the Certificate of Insurance.

Certificates for all such policies shall be provided by the Firm's insurance agent or broker to GUC within (fifteen) 15 working days from the date of award. Firm will provide GUC a minimum of 30 days advance notice in the event of the insurance policies or insurance policy is canceled. Sub-consultants approved by GUC to perform work on this project are subject to all of the requirements in this section. Firm agrees to maintain and keep in force during the life of the design engagement, with a company or companies authorized to do business in North Carolina for the following insurance policies:

Automobile Liability - \$1,000,000.00 per Occurrence- Combined Single Limit
Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired.

Commercial General Liability - \$1,000,000.00 per Occurrence (Including products and completed operations liability)

Worker's Compensation

Coverage A - State of North Carolina Statutory

Coverage B - Employers Liability

\$500,000.00/\$500,000.00

Umbrella Liability - \$1,000,000.00 Per Occurrence Over Primary Insurance

Errors and Omissions Liability - \$2,000,000.00

Builder's Risk – maintain in the names of GUC and the CMR, fire, vandalism and extended coverage insurance upon the entire structure or structures on which the work of this Contract is to be done and upon all material in or adjacent thereto and intended for use thereon to one hundred percent (100%) of the Contract amount.

5.0 PROPOSAL WITHDRAWAL

A proposer must notify GUC in writing of its request to withdraw a SOQ within seventy-two (72) hours after the due date, not including Saturdays, Sundays, or holidays.

6.0 AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7.0 MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

8.0 INDEMNITY PROVISION

Provider agrees to indemnify and save GUC of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint ventures, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of

whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of GUC of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

9.0 GOVERNING LAWS

All requests, contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

10.0 ADMINISTRATIVE CODE

Bids, Qualifications, and awards are subject to applicable provisions of the North Carolina Administrative Code.

11.0 SITUS

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

12.0 E-VERIFY

E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

13.0 IRAN DIVESTMENT ACT CERTIFICATION

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

COMPLETE BELOW 2017 FORM(S)

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted a RFQ for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said RFQ and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. _____After hiring an employee to work in the United States, I verify the work authorization of said employee through E-Verify and retain the record of the veriCarolina.
4. As part of my duties and responsibilities pursuant to said RFQ and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this RFQ and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
5. _____After hiring an employee to work in the United States, the subcontractor verifies the work authorization of said employee through E- Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
6. _____Employ less than twenty-five (25) employees in the State of North Carolina. Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

**Letter of Compliance to IRAN Divestment Act Certification for
Greenville Utilities Commission**

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT
CERTIFICATION REQUIRED BY N.C.G.S.
143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature	Date
-----------	------

Printed Name	Title
--------------	-------

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

It is certified that this Proposal/RFQ is made in good faith and without collusion or connection with any other person submitting a proposal on these services. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$ n/a or bid bond for \$ n/a attached.

Firm Name _____ Phone (_____) _____

Address _____

City _____ State _____ Zip Code _____

Fax (_____) _____ E-Mail _____

Authorized Official _____ Title _____

Signature

Date _____