GREENVILLE UTILITIES COMMISSION Greenville, North Carolina

REQUEST FOR QUALIFICATIONS

Construction Manager at Risk (CMAR) Services

WATER TREATMENT PLANT UPGRADE PHASE I

Greenville Utilities Commission (GUC), herein after referred to as Owner, is requesting Statements of Qualifications for Construction Manager "at Risk" Services for the GUC Water Treatment Plant Upgrade Phase I (Project). Submittals will be accepted until November 3, 2017 at 4:00 pm, in the Owner's Offices at 801 Mumford Road, Greenville, NC 27835.

This project includes pre-construction and construction services for the GUC Water Treatment Plant Upgrade Phase I and other related work.

Request for Qualifications (RFQ) documents and other project information are available from the Project Designer:

David S. Briley Hazen and Sawyer 4011 WestChase Boulevard, Suite 500 Raleigh, NC 27607 Phone: (919) 833-7152 dbriley@hazenandsawyer.com

Respondents to the RFQ shall be registered with Hazen and Sawyer by emailing David Briley at dbriley@hazenandsawyer.com. All communications relating to this procurement shall be directed in writing to Hazen and Sawyer at the above address.

A Pre-Submittal Conference will be held at: 10:00 AM, on October 12, 2017 at the Greenville Utilities Commission Water Treatment Plant, 1760 Old River Road (S.R. 1401), Greenville, NC 27834. Attendance is strongly recommended for those considering submission of a Statement of Qualifications for this project.

SECTION 1: GENERAL INFORMATION

1.1 CONSTRUCTION MANAGER'S CONTRACT OVERVIEW:

The objective of this Request for Qualifications (RFQ) is for the Owner to select a Construction Management firm to provide construction manager at risk services during the design and construction of the GUC Water Treatment Plant Upgrade Phase I (the Project). Firms seeking to be considered for these services (Respondent), shall respond to this RFQ as defined herein.

The scope of work of the Construction Manager at Risk (CMAR) will be performed in two or more phases under a single contract with contract amendments as needed for project phases. The first will include pre-construction phase services including design and constructability reviews, cost estimating and cost control (value engineering) services, project schedule development, procurement strategy development, and the preparation and submission of an open-book Guaranteed Maximum Price (GMP) including the cost of the work through construction commissioning, start-up and the warranty period. The second and additional phases, as deemed appropriate, will include the bidding, award and management of numerous principal and specialty trade contracts for others to provide the actual construction, start-up, commissioning, operator training and support, performance testing, and warranty services for the Project, and any other services the Owner requires for project implementation.

The CMAR will be providing only professional services for the benefit of the Owner based on a fee for such services, and this procurement will be made in accordance with provisions of North Carolina General Statute (N.C.G.S) 143-64.31 which requires that firms qualified to provide such services be selected on the basis of demonstrated competence and qualification for the type of professional service required without regard to fee. The Owner will negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.

If the Owner and the Respondent are unable to agree on a price for construction-phase services, Owner reserves the right to begin negotiations with the next qualified Respondent or direct the Design Engineer to complete the design and prepare construction documents suitable for public bidding of the project.

1.2 ENGINEERING SERVICES:

The Owner retained Hazen and Sawyer (Hazen) as the Project Designer. The Project Designer will provide all design and construction oversight services throughout the duration of the Project.

1.3 SUBMISSION RESPONSE REQUIREMENTS:

The RFQ responses shall be enclosed in a sealed package, clearly designated as "Statement of Qualifications for GUC Water Treatment Plant Upgrade Phase I," and be directed to the Owner's Project Manager at the following address:

Greenville Utilities Commission Attn: David Springer, Plants Engineer 801 Mumford Road P.O. Box 1847 Greenville, NC 27835 Statement of Qualifications delivered to any other location will not be considered "received" until they arrive at the location specified above. The Owner will not accept any late submittal whose delivery was delayed as a result of the need to transport a Statement of Qualifications from another location, or error or delay on the part of the carrier or any other cause.

1.4 PREPARATION COSTS

The Owner will not be responsible for, nor pay, any cost associated with the preparation, submittal, presentation or evaluation of any Response.

1.5 PROJECT SUMMARY / SCOPE OF WORK:

The primary use of this facility will be for additional drinking water treatment plant capacity and improvements to existing processes. A general description of the current project scope is included in Appendix A to this RFQ and subject to change at the discretion of the Owner.

The anticipated scope of work for the selected CMAR will generally include the tasks listed in Appendix B – Construction Management Scope of Services. More detailed discussions will occur upon the selection and contract negotiation with the selected firm. The Owner seeks a "Construction Manager at Risk" firm with expertise constructing water treatment facilities requiring significant improvements to an active, large-scale (in excess of 23 MGD) advanced water treatment facility.

1.6 PROJECT CONSTRUCTION BUDGET:

The estimated construction budget for the project is \$38,000,000 to \$42,000,000 including but not limited to construction, start-up, and commissioning.

1.7 ANTICIPATED CONSTRUCTION SCHEDULE

Completion of Design	September 2018
Commencement of Construction	January 2019
Completion of Construction	April 2021

1.8 SCHEDULE OF SELECTION PROCESS:

Description of Task	Time / Date
Date of Advertisement	September 24, 2017
Pre-Submittal Conference: GUC WTP 1760 Old River Road Greenville, NC 27834	10:00 AM - 12:00 PM, October 12, 2017
Question Deadline	5:00 PM, October 25, 2017
Statement of Qualifications Submission Deadline	4:00 PM, November 3, 2017
Tentative Date for Interviews	December 5, 2017
Notification of Selection	December 2017
Contract Award	January 2018

1.9 CLARIFICATION AND ADDENDA:

Respondents shall carefully review the requirements of this solicitation. Requests for clarification from Respondents shall clearly indicate the section or statement in the RFQ that requires additional information or clarification. Questions shall be submitted electronically in writing to the Project Designer at dbriley@hazenandsawyer.com. Clarifications or modifications to this RFQ will be addressed by written addenda to the RFQ and issued by the Project Designer, and will be distributed to the Respondents registered with the Project Designer.

Addenda to the RFQ must be acknowledged in the space provided on the Acknowledgement form in Appendix D of this RFQ.

1.10 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 judgement or objectivity of Respondents providing CMAR services. A potential or actual conflict of interest exists when 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 satisfactory remedy and protects the CMAR from suspicion and accusations of breach of professional integrity. Respondents are asked to disclose any situation or relationship that might be regarded as a potential conflict of interest with, but not limited to, their expected duties and recommendations as defined by the RFQ.

1.11 AFFIRMATIVE ACTION

The Respondent shall 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.

1.12 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.

1.13 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.

1.14 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.

SECTION 2: RESPONSE FORMAT

2.1 REQUEST FOR QUALIFICATIONS FORMAT:

The Response shall be in written format. 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, 25 double-sided pages 8-1/2 inches by 11 inches in size or folded to such a size (11 inch x 17 inch pages are acceptable for graphical representations and will be counted as a single page). The page limit applies to Sections 1 through 5. The cover letter and documentation required as attachments shall not be considered in the page count.

The Response shall be provided in one (1) electronic format in Adobe PDF format and ten (10) bound hard copies. The font size shall be no smaller than Times New Roman, size eleven (11) or equivalent. The Respondent may add tabbed dividers that will not count towards the total number of pages.

Failure to acknowledge all addenda on the form provided may cause the Response to be considered non-responsive.

If the Respondent is a joint venture firm or partnership, the Respondent must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the proposal submission, the Respondent must identify the responsibilities of each joint venture or partnership party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFQ document. All joint venture/partnership parties will be held responsible for the contract obligations jointly and severally.

2.2 REQUIRED RESPONSE CATEGORY ORGANIZATION

Organization of Response shall be as follows:

Cover Letter

- 1.0 Executive Summary
- 2.0 Firm Description
- 3.0 Firm Experience
- 4.0 Project Team
- 5.0 Project Approach

List of Required Attachments:

Attachment A - Firm Financial

Attachment B - Litigation history

Attachment C - Non-Collusion Affidavit

Attachment D - Verification Form

Attachment E - Receipt of Addenda

Attachment F - Proof of Licensure

Attachment G - E-Verify Certification

Attachment H - Iran Divestment Form

Attachment I - MWBE Plan

Attachment J – Acknowledgement of Potential Conflict of Interest

The Respondent should provide additional sheets as necessary to include all of the information requested concerning firm financial information, legal history, compensation, and appendices.

2.3 AUTHORIZED SIGNATURE:

An individual authorized to bind the Respondent to the provisions of the RFQ must sign all Responses. Responses must remain open and valid during the review period.

2.4 CONFIDENTIAL/PROPRIETARY INFORMATION:

All Responses and material submitted become the property of the Owner. All Response information will be held in confidence during the evaluation process and before the time issued contract is awarded by the Owner. Thereafter, Responses will become public information. The Owner agrees to maintain the confidence of any information that the Respondent considers a "Trade Secret," and which has been marked by the Respondent as such. "Trade secret" means business or technical information.

SECTION 3: SUBMITTAL CONTENT

COVER LETTER

The Response should contain a cover letter of no more than one (1) page, signed by a principal in the firm, indicating his or her title and that he or she has authority to submit the Response on behalf of the Respondent.

1.0 EXECUTIVE SUMMARY:

The Response shall include no more than a three (3) page Executive Summary that clearly outlines the overall capability of the firm, which summarizes the capability to perform the work items as outlined in the Scope of Work that the firm proposes to perform, and provides a clear and concise answer to this question: "Why should GUC select your firm for this project?".

2.0 FIRM INFORMATION:

Provide the General Company Information as follows:

- Provide a history of the company including organizational structure, years in business and evidence of authority to do business in North Carolina.
- o Provide Company Name and Contact information as well as all corporate licenses. Additionally submit any names under which the company has done business.
- Valid Federal Tax ID

Provide Joint Venture information, including names of the JV partners, general reasons for submitting as a JV, proposed executive management and their voting rights as well as proposed project management and their responsibilities.

REQUEST FOR QUALIFICATIONS CONSTRUCTION MANAGEMENT SERVICES GUC WATER TREATMENT PLANT UPGRADE PHASE I

Work Load:

- List the locations of offices from which personnel will be used if the personnel are not to be permanently located in Greenville during the construction of the project.
- Volume of Work Provide annual dollar workload listed for each of the last five years, including the number of projects per year in North Carolina
- o Volume of Work Provide annual dollar workload listed for each of the last five years, including the number of projects per year, in all other states.
- Current project commitments Provide a list of all of each company's projects currently under design or construction, including the name, location, time frame to complete, and volume (\$) for each (in this order) as follows:
 - Project Name.
 - Project Location.
 - Projected Completion Date.
 - Cost of Work, including cost incurred to date.

Safety Performance: Provide a summary description of the Respondent's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past five years. The following safety records shall be provided:

- o The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau.
- The days-away-from-work injury incidence rate. A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly-scheduled shift.

3.0 FIRM EXPERIENCE:

Qualifications and References: This should include the firm's recent and relevant experience with projects of similar size and scope, and should include references and contact information for both the project owner and design engineer. It is expected that the Respondent that will be awarded a contract will have specialized experience in the performance of similar work.

The minimum experience requirement for a Respondent to be considered is successful completion in the last fifteen (15) years of at least five (5) water or wastewater treatment plant upgrade or expansion projects, each having a contract value greater than \$15 million. Each project must have included construction of cast-in-place concrete basins, installation of major process equipment and supporting piping, electrical and control systems. At least two (2) of these projects must have been delivered using an alternative delivery method (Design-Build (DB) or CMAR).

Project Experience: The following information shall be provided for each of the 5 projects required to document compliance with the minimum experience requirement above as well as any additional project experience that the Responder wishes to submit to demonstrate their qualifications:

- Specific details on the extent and character of the pre-construction and construction phase services were provided.
- Where Construction Management services were provided, list the Guaranteed Maximum Price (if given), or if not given, the estimated cost provided by you, and the total cost of the project at completion, including a breakdown of construction management fees.
- Where Construction services were provided, list the bid price, and the total cost of the project at completion.

- Compare the number of days in the original schedule with the number of days taken for actual completion. Provide an explanation for the time to actual completion, if different.
- o Reference information including the name, address, telephone numbers, and e-mail address of representatives for the projects' owner and design engineer.

4.0 PROJECT TEAM:

Organizational Chart: Provide a proposed project staff organization chart (In-house and consultant primary and secondary team members identified by name), clearly showing team structure and level of responsibility/authority, clearly identify the firm that employs each person. The organization chart shall address the team structure for each project phase, pre-construction and construction phase. Any change in the key personnel identified in the Respondent's team will require approval from the Owner.

Project Personnel: The Response shall include the title, principal location, proposed role in the pre-construction and construction phases, qualifications and relevant experience of the individuals who will have responsibility for this project.

5.0 PROJECT UNDERSTANDING AND APPROACH:

Understanding - Include a comprehensive narrative, supported by graphics as warranted, illustrating the understanding of the requirements of the project, CMAR scope and responsibilities (see Appendix B), and the project schedule.

Approach – The project Approach shall address the CMAR's perspective on overall project management and project delivery.

Management - Discuss how your team will provide the overall leadership, management, and project administration required to successfully develop and execute each phase (pre-construction and construction) of the project to meet goals for project performance, cost, quality, schedule, and safety. Project management that offers the same project manager for pre-construction and construction phases shall be given preference.

Project Delivery - The project Approach shall at a minimum address the sequence and durations of required activities; constructability reviews; submittal requirements; plan development stages including collaboration with the Design Engineer; incremental schedule and cost estimating to develop GMP, permit requirements; maintenance of plant operations (MOPO) considerations; health and safety concerns; public procurement procedures compliant with N.C.G.S §143-128; construction services; start-up, commissioning, and other post-construction services; and other considerations.

Respondents shall also address each of the following in the project Approach:

- Quality Control: Describe how your firm implements quality assurance and control throughout pre-construction and construction phases.
- Provide a description of how the Project Team proposes to use technology to manage and control the Project.

- Design team coordination: discuss effective strategies for working collaboratively with the Design Engineer and Owner, including any innovative approaches that have proved successful on similar assignments.
- o Constructability Issues: Describe your firm's approach to identifying and mitigating potential constructability issues during the pre-construction phase
- Maintenance of Operations: Describe your firm's past successful approaches to identifying, mitigating and coordinating operational challenges with respect to preconstruction and construction phase services.
- Conflicts and Change Management: explain your approach for resolving potential conflicts and changes in the work between your firm and 1) subcontractors, 2) Design Engineer, and 3) the Owner.
- Cost Model / Estimates: provide a summary of cost estimating and control procedures for both the pre-construction and construction phases.
- Proposed First-tier subcontractor pre-qualification and procurement procedures.
- o Project Tracking / Reporting: Identify tools and strategies used to track project performance, if different from information presented in 6.3.2.
- Request for Information (RFI), and shop drawings: Describe your firm's approach to handling these documents to insure accuracy and timeliness. Provide examples of applicable logs (preferably on a Project noted in the Experience category).
- Schedule and Staffing Plan: Describe your firm's approach to maintenance of project schedules and resolving project schedule deficiencies.

REQUIRED ATTACHMENTS

Attachment A - FIRM FINANCIAL:

Provide audited financial statements for the past three (3) years and quarterly financial statements, certified by the chief financial officer, for the current year. If a Joint Venture, LLC, or partnership is proposed, such financial statements must be provided for each partner or member. Indicate Dunn & Bradstreet rating if one exists. (Respondents must submit financial data and may clearly indicate a request for confidentiality to avoid this item becoming part of a public record.).

Attach letter from Surety Company or its agent licensed to do business in North Carolina verifying Respondent's capability of providing adequate performance and payment bonds for this project. The surety must be authorized by law to do business in the state of North Carolina. The surety must also be listed in the U.S. Department of Treasury's Circular 570.

Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestures, or any material changes in the mode of conducting business that may have the potential to adversely impact the Respondent's ability to perform its contractual commitments.

Attachment B - LITIGATION HISTORY:

Complete the form provided in Appendix C of this RFQ and provide any additional supporting documentation the Respondent determines is warranted for the Owner to assess the Respondent's litigation history.

Attachment C - NON-COLLUSION AFFIDAVIT

Provide the completed form provided in Appendix C.

Attachment D - VERIFICATION FORM

Provide the completed form provided in Appendix C.

Attachment E - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Provide the completed form provided in Appendix C.

Attachment F - PROOF OF LICENSURE:

Respondents must possess all licenses required by North Carolina law, including, at a minimum, an unlimited General Contractor's license per N.C. Gen. Stat. Chapter 87, and shall submit proof of current licensing with their RFQ response.

Attachment G - E-Verify Certification

Provide the completed form provided in Appendix C.

Attachment H - Iran Divestment Form

Respondent shall complete and include with the RFQ response the Iran Divestment Form included in Appendix C to the RFQ.

Respondent shall comply with E-Verify, 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 and as in accordance with N.C.G.S, §64-25 et seq. In addition, to the best of Respondent's knowledge, any subcontractor employed by Respondent as part of this Contract shall be in compliance with the requirements of E-Verify and N.C.G.S, §64-25 et seq.

Respondent shall certify that, as of the date of the purchase order or contract, the Vendor/Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S, §143C-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.

Attachment I - MWBE Plan

The Owner has adopted an Affirmative Action and Minority and Women Business Plan (MWBE) Program. Respondents shall attest to their respective efforts to ensure equality and opportunity in all aspects of employment, and utilization of M/WBE suppliers of material and labor.

Respondents shall describe the program (plan) that your company has developed to encourage participation by local, minority and other HUB firms to meet for 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 CMAR will be required to submit a final plan for compliance with Section 143-128.2 for OWNER approval prior to soliciting bids for the Project's first tier subcontractors.

Attachment J - Acknowledgement of Potential Conflict of Interest

Respondents shall disclose any situation or relationship that might be regarded as a potential conflict of interest with, but not limited to, their expected duties and recommendations as defined by the RFQ.

SECTION 4: EVALUATION AND CMAR PROCUREMENT

4.1 GENERAL:

The Owner will evaluate the complete and acceptable RFQ responses that are timely and properly submitted. The establishment of the committee for review and evaluation of the RFQ responses shall be at the discretion of the Owner.

The primary evaluation criteria includes:

- 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.

The selected Respondent (CMAR) will be providing services for the benefit of the Owner based on a fee for such services, and this procurement will generally follow the form of procurement for other professional services. This procurement and evaluations is anticipated to be a three-phase process.

Statement of Qualifications are submitted, opened, reviewed, and evaluated.

Interviews will be conducted with short-listed firms and a successful Respondent is selected. The Owner reserves the right to make an award without receiving oral presentations.

Negotiation of binding contractual terms and conditions and fees for CMAR services based on an agreed-upon scope of work with the successful Respondent, and submittal of this package to the GUC Board of Commissioners for final acceptance.

If negotiation of acceptable fees and/or terms and conditions is unachievable, negotiations will be held with additional firm(s) until acceptable fees and contractual terms and conditions are successfully negotiated.

REQUEST FOR QUALIFICATIONS CONSTRUCTION MANAGEMENT SERVICES GUC WATER TREATMENT PLANT UPGRADE PHASE I

The Owner reserves the right to cancel this process at any time before the date set for the receipt of RFQ responses, or terminate the evaluation process at any time following receipt of responses.

The Owner reserves the right to reject any or all Responses. The Owner reserves the right to negotiate contracts for any, all, or none of the project phases / segments. Notwithstanding anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the Owner reserves the right to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and / or in any Responses, whether or not something is stated to be mandatory and whether or not it is said that a Response will be rejected if certain information or documentation is not submitted with it.

4.2 CONTRACT NEGOTIATION AND AWARD:

Upon completion of the evaluation of responses the Owner will perform an evaluation and rank the firms in priority order. The Owner will request in writing a detailed fee proposal for Pre-Construction Services from the selected CMAR. The scope of services is anticipated to be as defined herein, or as otherwise requested by the Owner. The Owner will attempt to negotiate a fair and equitable fee consistent with the project program and the professional services required for the specific project.

APPENDIX A: PROJECT DESCRIPTION

GUC WATER TREATMENT PLANT UPGRADE PHASE I

The intent of the Project Description is to provide a general description of the nature of the project proposed, for which the CMAR will be responsible. The Owner shall have no obligation to complete all of the project defined herein under an agreement with the CMAR, or limit the scope of the project to that described herein.

The Owner plans to upgrade and expand the GUC WTP from an existing capacity of approximately 22 mgd to 32 mgd. Hazen and Sawyer prepared a draft Preliminary Engineering Report (PER) for the GUC Water Treatment Plant Upgrade Phase I that outlines the improvements required for expansion to 32 mgd. Figure 1 shows the layout of the recommended improvements to the WTP for the capacity expansion increments of 32, 38, and 45 mgd. Most facilities at the WTP require upgrades to expand WTP capacity to 32 mgd. The ozone system is the only major process component that has adequate capacity to accommodate an expansion to 32 mgd.

A brief description of the improvements at the WTP for the 32-mgd expansion is below.

Raw Water Pump Station – Piping (suction and discharge) and wet well upgrades are required at the pump station. Pumps No. 1, 2, and 3 require impeller retrofits while Pump No. 3 will also require a motor upgrade. New 30-inch raw water piping from the pump station is proposed to the pre-sedimentation impoundment.

Pre-Sedimentation Impoundment – The outlet structure elevation will be raised to accommodate additional flows.

Raw Water Contactor – Installation of a raw water contactor upstream of the new rapid mix to provide for sufficient sodium permanganate contact time.

Coagulation and Sedimentation – The existing raw water venturi meter and flow control valve will be increased to minimize headloss. Finger weirs at the outlet of the existing sedimentation basins are recommended to enhance performance. A new rapid mix with two parallel basins and a new 10-mgd SuperPulsator will accommodate the increased flows. The piping from the presedimentation impoundment to the new rapid mix and to the existing raw water contactor will be 48-inch.

Ozone – Replacement of the gaseous oxygen flowmeters is recommended. Ozone residual monitoring is proposed to the ozone off-gas to optimize operations.

Filters – Four new single cell filters are necessary to provide firm filtration capacity. A new backwash supply header located in the filter gallery will replace the existing line located in the filter flume.

Clearwell Pump Station – A new Clearwell Pump Station with three pumps will provide firm pumping capacity. Transmission piping will be installed from the filter gallery to the Pump Station and then to the clearwells.

Ground Storage – Baffle installation in existing clearwells is recommended to minimize short-circuiting. An additional 3-MG clearwell with inset-C baffling will provide the additional storage required at higher flows.

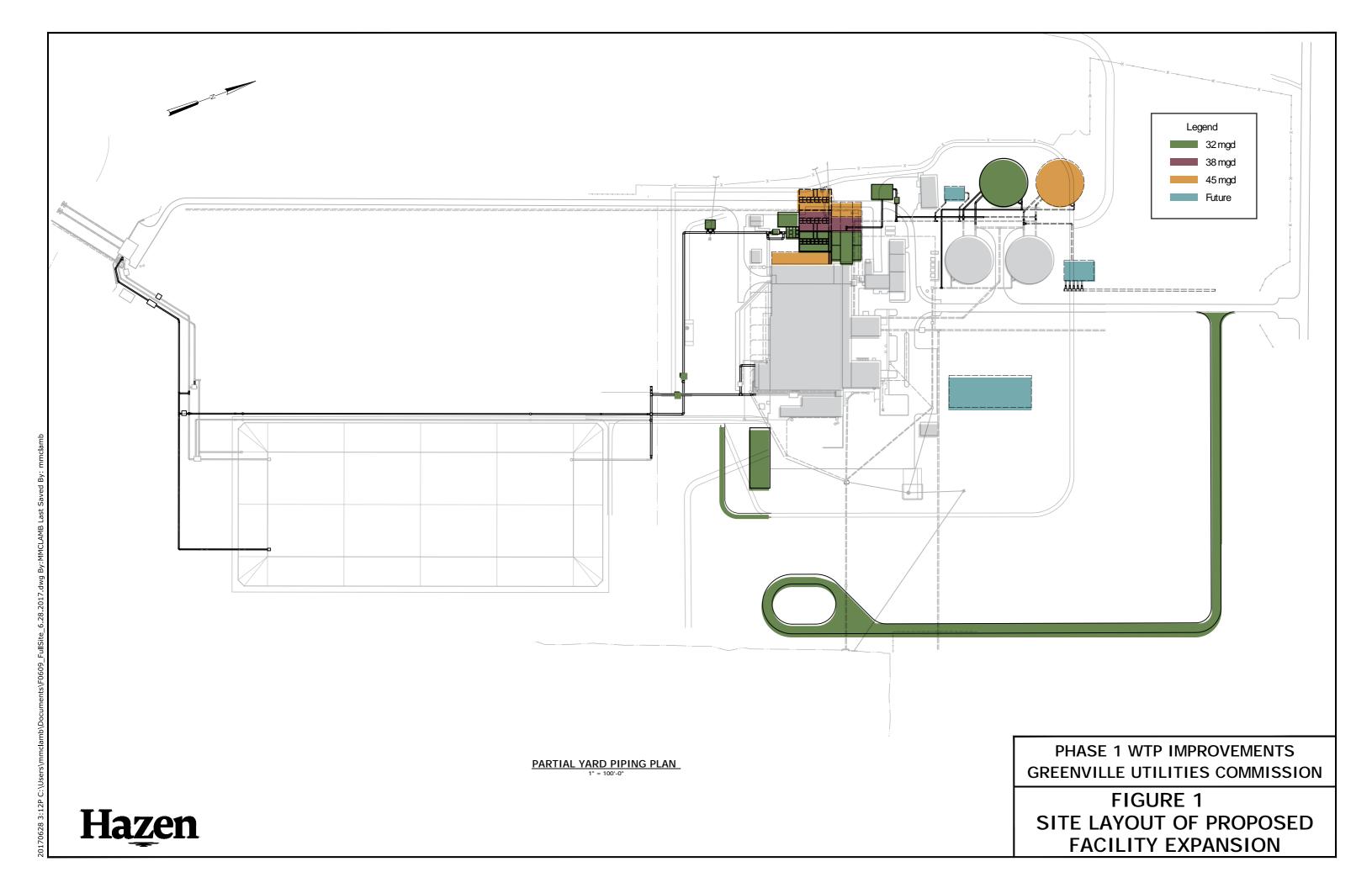
High Service Pump Station – Finished water pump No. 3 will have an impeller retrofit and a motor upgrade to accommodate higher pumping demands. All existing pumps are recommended to have vortex suppression installed and suction piping improvements to improve suction hydraulics and alleviate cavitation concerns.

Chemical Systems – A new bulk chemical storage facility will be constructed to accommodate alum, caustic, orthophosphate, and dechlorination. The existing fluoride storage and containment are recommended to be increased in size. The new treatment train requires a new pre-chemical facility for alum, caustic, and polymer. Additional metering pumps will be installed for the new feed points and existing feed points that require additional capacity.

Residuals Management Facilities – A new 16-inch pipeline will route SuperPulsator blowdown to the existing residuals lagoon. An additional outfall is recommended at the northeast corner of the lagoon to limit short-circuiting. Additionally, a new access road to the lagoon will provide ease of access for future dredging and disposal operations.

Architectural – Modifications to the existing Operations Building offices and lab space are recommended. Additionally, HVAC upgrades are necessary to the existing filter gallery and existing hypochlorite bulk storage area.

Electrical – New electrical power distribution, a medium voltage (MV) primary loop, and PLCs are required to support the new facilities. Electrical modifications to provide redundancy to key areas are recommended. A fourth electrical utility transformer to the plant is required to provide the necessary capacity.



APPENDIX B - CONSTRUCTION MANAGER AT RISK SCOPE OF SERVICES

GUC WATER TREATMENT PLANT UPGRADE PHASE I

The outline scope of services below is meant to give the Respondents a summary of the general services anticipated for this project. The detailed scope of services will be further developed and refined in collaboration with the selected CMAR and included in the executed Agreement between the Owner and CMAR.

A. Pre-Construction Services:

- 1. Prepare a Construction Management Plan for the project that considers the Owner's schedule, budget, and design requirements for the project, including alternatives for sequencing and managing the project.
- 2. Prepare and maintain a project schedule in collaboration with the Design Team detailing design and construction phase milestone activities. The schedule should include all pre-construction, procurement, construction, and post-construction activities and will be refined as the project design progresses. The critical path should be defined on the schedule and include estimated start and end dates for each activity. Include time requirements for sequences and durations, milestones dates for receipt and approval of design documents, receipt of regulatory approvals and permits, preparation and processing of shop drawings and samples, delivery schedule of materials or equipment requiring long-lead time procurement, project procurement schedule, and installation and construction completion.
- 3. Participate in the development and implementation of a project controls platform (i.e. Microsoft SharepointTM or similar mutually agreed upon) that will be used to store and exchange information between the Owner, Design Team, and CMAR.
- 4. Review project design documents (plans, specifications, and Revit BIM models) at key project milestones (30%, 60%, and 90%) and provide design recommendations with respect to constructability, sequence of construction, maintenance of plant operations, construction duration, materials of construction, procurement strategy, and other factors that may influence project costs, performance, or quality.
- 5. Support the Owner's efforts to procure key process equipment integral to the design concept.
- 6. Provide Value Engineering recommendations to Owner and Design Team, including cost and constructability evaluations of alternate materials and systems that meet the Design Team's intent.
- 7. Prepare and maintain a cost model defining the estimate of the construction cost at key project milestones (30%, 60%, 90%) including a report identifying variances from the project budget and prior submittals. The cost model should include a work breakdown structure of sufficient detail approved by the Owner. This cost model will be an independent model from that maintained by the Design Team and will be reconciled at each project milestone. Variances between the cost models will be identified and recommendations for reconciling the variances will be prepared by the CMAR.
- 8. Regularly attend monthly meetings with the Owner and Project Designer prior to construction and consult with same updates to project schedule and Construction Management Plan.
- 9. Prepare a Permitting Plan that identifies all construction-related permits that must be obtained by the CMAR as well as those permits that are the responsibility of the Owner.
- 10. Provide updates regarding the status of permits at each design milestone review meeting and identify timelines on project schedule.

- 11. Prepare a Contractor Procurement Plan meeting the requirements of applicable North Carolina General Statutes and the Owner's procurement policies to publicly pre-qualify and accept bids from first-tier subcontractors for constructing the work. The plan will identify assessment tools and scoring criteria for selection, participation goals, recommended bid packages, the process for Integrating Owner-selected and prenegotiated equipment into the project, the identification of long-lead items, and other items that may affect procurement and project schedule.
- 12. Participate in planning meetings for Maintenance of Plant Operations (MOPO) and Hazards and Operations (HAZOP) workshops with the Owner and Design Team and develop recommendations for modifying, sequencing, or phasing the work to reduce the potential for identified risks.
- 13. Prepare Start-up and Sequencing Plan that identifies an approach for implementing new processes and managing existing water production during construction and start-up. Incorporate these plans into the project schedule and cost models.

B. Guaranteed Maximum Price:

- 1. Prepare a Guaranteed Maximum Price (GMP) proposal package including bids from suppliers and subcontractors and documented assumptions using the 60-90% design package prepared by the Project Designer.
- 2. Participate in GMP negotiations with the Owner and Project Designer.
- 3. Develop Final Guaranteed Maximum Price document.

C. Bidding and Contracting:

- 1. Arrange bid packages and solicit bids in accordance with the Procurement Plan.
- 2. Identify bidders and manage production and distribution of bid documents.
- 3. Schedule and conduct pre-bid conferences in conjunction with the Project Designer.
- 4. Monitor bidder activity.
- 5. Issue clarifications and required addenda to bidders.
- 6. Publicly open, review and analyze bids, in conjunction with the Owner and Project Designer.
- 7. Prepare estimates of the additional costs and impacts to the GMP and project schedule attributable to the addenda, if any.
- 8. Issue Notice of Award and execute subcontractor agreements with lowest responsive, responsible bidders.

D. Construction Phase:

- 1. Provide and maintain on-site staff for all required construction management and administration functions.
- 2. Establish and maintain coordinating procedures between all parties.
- 3. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction and occupancy.
- 4. Conduct and record project meetings with all subcontractors, Owner, Project Designer, and other stakeholders and independent consultants.
- 5. Maintain a system for the expedient review and processing of requests for information, shop drawings, material and equipment samples, product data, change orders, schedule adjustments, substitutes, pay requests, and logs.
- 6. Maintain records and submit bi-weekly reports and formal monthly reports to the Design Team and Owner.
- 7. Establish and maintain a program to monitor the quality of construction and ensure conformity to plans.
- 8. Establish and maintain a health and safety program.
- 9. Develop a system and provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.

- 10. Develop and maintain record drawings for the duration of the Project.
- 11. Coordinate factory witness testing and final acceptance testing required by the Design Team.
- 12. Coordinate and execute the phased Sequencing and Start-Up Plan that meets minimum regulatory requirements of the Owner's facilities, including provisions for managing current water production.
- 13. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, regulatory approvals and the Owner's final acceptance.
- 14. Coordinate and monitor the resolution of remaining "punch-list" items to the satisfaction of the Design Team and the Owner.
- 15. Coordinate Systems Commissioning activities.
- 16. Coordinate the compilation of vendor Operations and Maintenance Manuals for transmittal to the Design Team

E. Project Closeout/Warranty:

- 1. Coordinate furniture, furnishings and equipment deliveries and installation.
- 2. Submit record drawings for approval of the Design Team and the Owner.
- 3. Assist in transition to operation by the Owner.
- 4. Receive, record and address all warranty issues.
- 5. Resolve all warranty issues to the satisfaction of the Design Team and the Owner.

APPENDIX C – MISCELLANEOUS FORMS REQUIRED FOR RESPONDENT'S RESPONSE

GUC WATER TREATMENT PLANT UPGRADE PHASE I

(See Following Forms)

ATTACHMENT B - LITIGATION HISTORY

GUC WATER TREATMENT PLANT UPGRADE PHASE I

If the Respondent replies yes to any of the questions below, list the project(s), dollar value, contact information for owner and designer and provide a full explanation with any required supporting relevant documentation.

Yes No Has your company ever failed to substantially complete a project in a timely manner (i.e. m than 20% beyond the original contracted, scheduled completion date)? Yes No Has your company been convicted of any criminal conduct or been found in violation of federal, state, or local statute, regulation, or court order concerning antitrust, public contract employment discrimination or prevailing wages within the last 10 years? Yes No Have any of the following actions occurred on, or in conjunction with, any project performed your company, affiliate, or their officers, partners, or directors in the last five years? a. Legal Action Initiated by Contractor against Owner Yes No b. Legal Action Initiated by Contractor against Subcontractor Yes No c. Legal Action Initiated by Owner? Yes No d. Legal Action Initiated by Subcontractor? Yes No e. Settlement or Close-Out Agreement in effect with Yes No f. Judgements	Has	your comp	any ever failed to complete work awarded to it?
than 20% beyond the original contracted, scheduled completion date)? Yes No Has your company been convicted of any criminal conduct or been found in violation of federal, state, or local statute, regulation, or court order concerning antitrust, public contract employment discrimination or prevailing wages within the last 10 years? Yes No Have any of the following actions occurred on, or in conjunction with, any project performed your company, affiliate, or their officers, partners, or directors in the last five years? a. Legal Action Initiated by Contractor against Owner Yes No b. Legal Action Initiated by Contractor against Subcontractor Yes No c. Legal Action Initiated by Owner? Yes No d. Legal Action Initiated by Subcontractor? Yes No e. Settlement or Close-Out Agreement in effect with Yes No f. Judgements		Yes	No
Has your company been convicted of any criminal conduct or been found in violation of federal, state, or local statute, regulation, or court order concerning antitrust, public contract employment discrimination or prevailing wages within the last 10 years? Yes No Have any of the following actions occurred on, or in conjunction with, any project performed your company, affiliate, or their officers, partners, or directors in the last five years? a. Legal Action Initiated by Contractor against Owner Yes No b. Legal Action Initiated by Contractor against Subcontractor Yes No c. Legal Action Initiated by Owner? Yes No d. Legal Action Initiated by Subcontractor? Yes No e. Settlement or Close-Out Agreement in effect with Yes No f. Judgements			
federal, state, or local statute, regulation, or court order concerning antitrust, public contract employment discrimination or prevailing wages within the last 10 years? Yes No Have any of the following actions occurred on, or in conjunction with, any project performed your company, affiliate, or their officers, partners, or directors in the last five years? a. Legal Action Initiated by Contractor against Owner Yes No b. Legal Action Initiated by Contractor against Subcontractor Yes No c. Legal Action Initiated by Owner? Yes No d. Legal Action Initiated by Subcontractor? Yes No Settlement or Close-Out Agreement in effect with Yes No f. Judgements		Yes	No
Have any of the following actions occurred on, or in conjunction with, any project performed your company, affiliate, or their officers, partners, or directors in the last five years? a. Legal Action Initiated by Contractor against Owner Yes No b. Legal Action Initiated by Contractor against Subcontractor Yes No c. Legal Action Initiated by Owner? Yes No d. Legal Action Initiated by Subcontractor? Yes No e. Settlement or Close-Out Agreement in effect with Yes No f. Judgements	fede	ral, state, c	r local statute, regulation, or court order concerning antitrust, public contracting
your company, affiliate, or their officers, partners, or directors in the last five years? a. Legal Action Initiated by Contractor against Owner Yes No b. Legal Action Initiated by Contractor against Subcontractor Yes No c. Legal Action Initiated by Owner? Yes No d. Legal Action Initiated by Subcontractor? Yes No e. Settlement or Close-Out Agreement in effect with Yes No Judgements		Yes	No
Yes No Legal Action Initiated by Contractor against Subcontractor Yes No Legal Action Initiated by Owner? Yes No Legal Action Initiated by Subcontractor? Yes No Settlement or Close-Out Agreement in effect with Yes No Judgements			
b. Legal Action Initiated by Contractor against Subcontractor Yes No Legal Action Initiated by Owner? Yes No d. Legal Action Initiated by Subcontractor? Yes No e. Settlement or Close-Out Agreement in effect with Yes No Judgements	a.	Legal Act	on Initiated by Contractor against Owner
Yes No C. Legal Action Initiated by Owner? Yes No d. Legal Action Initiated by Subcontractor? Yes No e. Settlement or Close-Out Agreement in effect with Yes No f. Judgements		Yes	No
Yes No Legal Action Initiated by Owner? Yes No Legal Action Initiated by Subcontractor? Yes No Settlement or Close-Out Agreement in effect with Yes No Judgements	b.	Legal Act	ion Initiated by Contractor against Subcontractor
Yes No d. Legal Action Initiated by Subcontractor? Yes No e. Settlement or Close-Out Agreement in effect with Yes No f. Judgements		Yes	No
d. Legal Action Initiated by Subcontractor? Yes No e. Settlement or Close-Out Agreement in effect with Yes No f. Judgements	c.	Legal Act	ion Initiated by Owner?
Yes No e. Settlement or Close-Out Agreement in effect with Yes No f. Judgements		Yes	No
e. Settlement or Close-Out Agreement in effect with Yes No Judgements	d.	Legal Act	ion Initiated by Subcontractor?
Yes No f. Judgements		Yes	No
f. Judgements	e.	Settlemer	nt or Close-Out Agreement in effect with
· · · · · · · · · · · · · · · · · · ·		Yes	No
	f.	Judgeme	nts
Yes No		Yes	No
g. Arbitrations	g.	Arbitration	ns
Yes No		Yes	No

Have any of the following actions occurred on, or in conjunction with, any project performed by your company, affiliate, or their officers, partners, or directors in the last five years?

Yes No

Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging?

Yes No

Has your present company, its officers, owners, or agents ever been barred from bidding public work in North Carolina?

Yes No

ATTACHMENT C - NON-COLLUSION AND NON-SUSPENSION AFFIDAVIT GUC WATER TREATMENT PLANT UPGRADE PHASE I

The undersign	ed certifies tha	at	
or in any instar or commerce combination, construction, re	nce engaged in declared to be conspiracy or enovation or reenovation or reenovation or r	n any conspiracy, com unlawful by the provis other unlawful act ir epair, let or to be let by epair with a prime co	, has not in connection with this propos bination, or any other act in restraint of tractions of N.C.G.S. § 75-1 and 75-2 where the restraint of trade involves a contract for a governmental agency or a subcontract function or proposed prime contractor for
Water Treatmeresponse, including any collusion	ent Plant Upgr uding but not li on, conspiracy	rade Phase I Construc mited to the prices liste , connivance or unlawf	liar with the response to the RFQ for the GU tion Manager at Risk Services and that say the therein, is fair and proper and is not tainteful agreement on the part of the undersigner by ees or parties in interest. G.S. § 133-30.
Carolina Publi building author	c Agency or t rity and that it	he North Carolina Sta is not an affiliate or su	been suspended from bidding by any Norute Building Commission or any other Staubsidiary of any company suspended by the State building authority.
Signature:			<u></u>
Name:			
Title:			<u></u>
Date:			<u></u>
Sworn to and	subscribed bef	ore me	
This the	day of	, 2017.	
Notary Public			
My Commission	on Expires:		

ATTACHMENT D - VERIFICATION FORM

GUC WATER TREATMENT PLANT UPGRADE PHASE I

VERIFICATION (Provide separate verifications for each Joint Venture or Partnership entity)
I HEREBY CERTIFY THAT THE RESPONSES OF
ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOS RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOS RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AN INFORMATION.
This the, 2017
COMPANY NAME:
Ву:
Title:
STATE OF
COUNTY OF
I, , a Notary Public in and for the County and State aforesaid, do here certify that personally came before me this day and acknowledge that he is of and by that author duly given and as an act of, the foregoing instrument was signed by the common set of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this theday
of, 2017
Notary Public
My commission expires:

ATTACHMENT E – ACKNOWLEDGMENT OF RECEIPT OF ADDENDA GUC WATER TREATMENT PLANT UPGRADE PHASE I

ACKNOWLEDGEMENTS:		
Sign below to indicate Addenda received to the RFQ.		
Received Addendum No	Dated:	
This the day of	, 2017	
COMPANY NAME		
PRINTED NAME		
SIGNATURE		
TITLE		
(CORPORATE SEAL)		

ATTACHMENT G - E-VERIFY CERTIFICATION

GUC WATER TREATMENT PLANT UPGRADE PHASE I

1.	I have submitted a bid 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 bid 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 verification of work authorization while the employee is employed and for one year thereafter; or
4.	I employee less than fifteen (15) employees in the State of North Carolina.
5.	As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this bid 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):
6. 7.	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 Employ less than fifteen (15) employees in the State of North Carolina.
	Specify subcontractor:
	(Company Nama)
	(Company Name)
	By: (Typed Name)
	(Authorized Signatory)
	(Title)

_ (Date)

ATTACHMENT H - IRAN DIVESTMENT FORM

GUC WATER TREATMENT PLANT UPGRADE PHASE I

Name of Contractor:		
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.		
Signature	Date	
Printed Name	Title	
Notes to persons signing this form:		
N.C.G.S. 143C-6A·5(a) requires this certification for bids Carolina, a North Carolina local government, or any oth of North Carolina. The certification is required at the following	her political subdivision of the State	
 When a bid is submitted When a contract is entered into (if the certification was made its bid) When a contract is renewed or assigned 	s not already made when the vendor	
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 Stale 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/lran and will be updated every 180 days.		