



Request for Qualifications (RFQ)
for experienced Parking Deck Construction
Management "At-Risk" Construction Contract Services for the

EUGENE STREET PARKING DECK

Prepared for:



Prepared by:

Kimley»Horn

October 2018



EUGENE STREET PARKING DECK

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NOTICE

Upon receiving this RFQ, Email CARRIE.REEVES@GREENSBORO-NC.GOV To register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving RFQ addenda. Failure to acknowledge RFQ addenda with your submittal may cause your statement of qualifications to be considered non-responsive.



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CM "AT RISK" ADVERTISEMENT

The purpose of this Request for Qualifications (RFQ) by the City of Greensboro, North Carolina, hereinafter referred to in the document as the City or Owner, is to solicit a Statement of Qualifications from contractors interested in the opportunity to submit a proposal to provide pre-construction and construction services for the Eugene Street Parking Deck Project using the Construction Manager At-Risk (CMAR) method of delivery. Responses to this RFQ will be evaluated to identify contractors with the requisite experience, qualifications, and resources to complete the Project successfully within an agreed upon guaranteed maximum price (GMP) in accordance with project requirements that will be specified by the City. This RFQ will place an emphasis on the contractor's demonstrated ability on past projects of similar size and nature, ability to meet project schedule, and commitment to M/WBE.

All proposals shall be submitted on or before 5:00 pm on Wednesday, November 7, 2018 to:

Carrie S. Reeves, PE
Engineering and Operations Supervisor
City of Greensboro – Department of Transportation
300 West Washington Street
Greensboro, NC 27402-3136
Carrie.Reeves@greensboro-nc.gov

Qualifications Questionnaire, Instructions to Proposers, and other project information are available from <https://www.greensboro-nc.gov/departments/engineering-inspections/developers-contractors/available-contracts>.

A **NON-MANDATORY Pre-Submittal Conference** will be held at 1:00 pm, on Tuesday, October 23, 2018 in the **GDOT Conference Room**, Melvin Municipal Office Building (3rd Floor), 300 West Washington Street, Greensboro, NC 27402.

Signed:

Carrie S. Reeves, PE
Project Manager
City of Greensboro
Department of Transportation



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RFQ DATA SHEET	
Item	Datum
Short Description of Project	This project includes the design and construction of the Eugene Street Parking Deck.
Owner	City of Greensboro, North Carolina
Issuing Office	<p>City of Greensboro Department of Transportation Melvin Municipal Office Building, Greensboro, NC 27402</p> <p>Attention: Carrie S. Reeves (336) 373-2810 (W) (336) 412-6171 (F) Email: Carrie.Reeves@greensboro-nc.gov</p>
Project Overview	<p>Project shall be hereafter known as the Eugene Street Parking Deck, consisting of ground level plus 7 elevated parking levels providing a minimum of 900 parking spaces. The project site is located in the downtown block bounded by Bellemeade Street, North Eugene Street, Friendly Avenue, and North Edgeworth Street. The facility is to be constructed to accommodate pedestrian connection to a future mixed-use hotel and office tower located north of the parking deck adjacent to Bellemeade Street. Additionally, future street level retail is anticipated east of the parking deck adjacent to North Eugene Street.</p>
Website address (URL) for posting of notices regarding this project	https://www.greensboro-nc.gov/departments/engineering-inspections/developers-contractors/available-contracts
Expected Completion of Design	March, 2019
Expected Commencement of Construction	June, 2019
Project Designers & Consultants	<p>ENGINEER (CIVIL & STRUCTURAL): Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601 (919) 835-1494</p> <p>ARCHITECT: CJMW Architecture 119 Brookstown Ave, Suite 100 Winston-Salem, NC 27101 (336) 724-1503</p> <p>ENGINEER (MEP): Engineered Designs, Inc. 1151 SE Cary Parkway, Suite 200 Cary, NC 27518 (919) 851-8481</p>



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CM Selection Schedule	Advertise/Release RFQ:	10/16/18
	Non-Mandatory Pre-Submittal	
	Conference:	10/23/18
	Deadline for Submitting Questions:	10/26/18
	RFQ Addendum Released:	10/30/18
	Statement of Qualifications Due:	11/07/18
	Final Selection:	11/15/18



Request for Qualifications Construction Manager "At-Risk"

EUGENE STREET PARKING DECK

QUALIFICATIONS QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS

BY

THE CITY OF GREENSBORO, NORTH CAROLINA

FOR

CONSTRUCTION MANAGER AT RISK SERVICES

FOR THE DEVELOPMENT

OF THE

EUGENE STREET PARKING DECK



EUGENE STREET PARKING DECK

INSTRUCTIONS:

THE FOLLOWING QUESTIONNAIRE IS DESIGNED TO ASSIST PROPOSERS IN RESPONDING TO SECTION 2.02 OF THE RFQ.

THE CONTENTS OF THE THIS RFQ MUST BE COMPILED IN THREE (3) RING BINDERS WITH TABS FOR MAJOR SECTIONS, AND TABLE OF CONTENTS.

THE SUBMITTAL SHOULD BE LIMITED TO 50 SINGLE SPACED, ONE-SIDED PAGES.

NOTHING IN THIS QUESTIONNAIRE SHALL BE CONSTRUED AS A WAIVER BY THE OWNER FROM EXPECTING ANY ADDITIONAL INFORMATION FROM THE PROPOSER NOT REQUESTED HERE BUT OTHERWISE REQUESTED IN THE RFQ.

I. Project Information:

A. Title and General Location:

The Eugene Street Parking Deck

The block currently occupied by an existing surface parking lot, bounded by Bellemeade Street, North Eugene Street, Friendly Avenue, and North Edgeworth Street in Greensboro, North Carolina.

B. Owner/Agency: City of Greensboro, North Carolina

C. Total Construction Budget: \$20,000,000

II. Corporate Information:

A. Proposer's Information: **(IF THE SUBMITTING ENTITY IS A JOINT VENTURE OR A PARTNERSHIP, PLEASE COMPLETE ALL SECTIONS OF THE QUESTIONNAIRE SEPARATELY FOR EACH BUSINESS ENTITY)**

1. Company Name (as it appears on the corporate seal):

2. Company Address: _____

3. Corporate Licenses (List all licenses by name and license numbers held in the State of North Carolina, including but not limited to contractor's licenses, business licenses, etc.):

a. _____

b. _____

c. _____

d. _____

e. _____

4. Company Website Address: _____

5. Contact Name: _____

6. Contact Phone Number: _____

7. Contact Fax Number: _____

8. Contact Email address: _____



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- B. Corporate/Partnership /Joint Venture History:
1. Date of Incorporation/formation: _____
 2. State of Incorporation/formation: _____
 3. Years in Business: _____
 4. Corporate Officers, identify the following:
 - a. President: _____
 - b. Vice President: _____
 - c. Vice President: _____
 - d. Secretary: _____
 - e. Treasurer: _____
 5. Corporate Structure:
 - a. LLC, Corporation, etc.: _____
 - b. Joint Venture or Partnership: _____
(if Joint Venture or Partnership, see Section 2.02A.4of the RFQ and provide the requested information below)
 6. Partners/Major Shareholders, provide names and addresses for all:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
 - f. _____
 - g. _____
 - h. _____
 - i. _____
 - j. _____
 7. Business Origination, provide company name/year when first organized:

 8. Previous Companies, provide any previous names under which the company has done business:
 - a. _____
 - b. _____
 - c. _____
 9. Subsidiary Companies, provide a list of all subsidiaries of the company:
 - a. _____



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- b. _____
- c. _____
- 10. Affiliated Companies, provide a list of all affiliated company in which the principals have a financial interest:
 - a. _____
 - b. _____
 - c. _____
- 11. Construction Management Services:
 - a. Provide the number of years the company has provided Construction Management related Services: _____
 - b. Provide the number and \$ volume of projects completed within the past 5 years in which the firm was the CM at Risk: _____
- 12. Attach evidence of authority to do business in North Carolina.
- C. Office Locations, provide the locations for each of the following:
 - 1. Home Office:

 - 2. Branch Offices: _____ (Total Number)
Below, list the three (3) offices closest to the Project Site.
 - a. _____
 - b. _____
 - c. _____
 - 3. Office responsible for this project, provide address and number of employees:

- D. Size:
 - 1. Volume of Work-Annual dollar workload listed for each of the last five (5) years, including the number of projects per year.
 - a. 2017: Total value \$_____ # of Projects _____
 - b. 2016: Total value \$_____ # of Projects _____
 - c. 2015: Total value \$_____ # of Projects _____
 - d. 2014: Total value \$_____ # of Projects _____
 - e. 2013: Total value \$_____ # of Projects _____
 - 2. Current project commitments:
 - a. Provide a list of all the company's current CM "At Risk" project commitments including the name, location, time frame to complete, and volume (\$) for each. Provide contact names, telephone numbers, and email for the Owner and Lead Designer: (If additional space is needed, attach additional information referencing this section)



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- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

E. Staffing Resources:

- 1. Provide the number of full-time personnel within your company by discipline:
 - a. Administrative _____
 - b. Accountants _____
 - c. Clerical _____
 - d. Project Managers _____
 - e. Engineers / Architects _____
 - f. Supervisors, Foreman, or Superintendents _____
 - g. Skilled Employees including Technicians _____
 - h. Unskilled Employees _____
 - i. Estimators _____
 - j. Schedulers _____
 - k. IT _____
 - l. Others _____
 - m. Total number of Full time Personnel _____

F. Financial Stability

- 1. Attach current Dun & Bradstreet Financial Report with Dun & Bradstreet rating
- 2. Attach letter from a surety company or its agent licensed to do business in North Carolina verifying company's capacity to provide adequate performance and payment bonds for this project.
- 3. Legal History
 - a. Pending Litigation – List case name and case number of all pending litigation in which the proposer is involved as a party or proposer's officers are involved as parties in their official capacity. Include cases pending in any Federal or State jurisdiction, court, commission, regulatory body or other authority having the power to determine the rights of parties appearing before it. (Information to can be submitted in a separate envelope marked "Confidential-Do Not Release Publicly")
 - (1) _____
 - (2) _____
 - (3) _____
 - (4) _____



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- (5) _____
- b. Arbitrations – List all arbitrations the proposer is involved in as a party and include the name and location of the project, and the name and address of the arbitrator(s) for each listing. (Information to be submitted in a separate envelope marked "Confidential-Do Not Release Publicly")
- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- c. CM or Construction Contract Defaults – Within the past 10 years, list all incidents where the proposer has been considered in default, suspended, or terminated for cause. Include all incidents where the proposer abandoned or did not fully complete any project, including any warranty period work, in accordance with the CM or Construction Contract(s). Attach an explanation of each matter, including name and location of the project, the name and address of the owner's representative and all pertinent details of the default, suspension, or termination.
- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- d. Owner or Surety Completed Contracts – Within the past 10 years, list all incidents where the proposer's contract or any portion of the work connected with the contract has been completed by the Owner or Proposer's Surety. Attach a full explanation of each matter, including name and location of the project, the name and address of the owner's representative and all pertinent details of the matter.
- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- e. Debarments/Suspensions – Within the past 10 years, list all incidents where the proposer has been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such a procurement agency. Provide a full explanation of each matter.
- (1) _____



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- (2) _____
- (3) _____
- (4) _____
- (5) _____

f. NC Gen Stat Chapter 22C Incidents – Within the past 10 years, list all incidents where the proposer been named in any action, administrative proceeding, or arbitration in which it was alleged that the proposer failed to comply with NC Gen Stat Chapter 22C, or any similar state or federal statute requiring prompt payment of subcontractors. Provide a full explanation of each matter.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

g. Bid Fraud Convictions – Within the past 10 years, list all incidents where the proposer or any predecessor or related entities, or officers, shareholders/partners or key personnel of the proposer has been convicted of or pleaded guilty to any crime (a) related to the bid process for contracts on public or private projects or (b) involving fraud or misrepresentation. Provide a full explanation of each matter.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

III. Personnel Information:

A. Team of Personnel

1. Proposed Project Staff Organization Chart (In-house and Consultant team members), attach a copy clearly showing lines of communication and level of responsibility/authority, identify the firm that employs each person.
2. Resumes of Proposed Project Team, attach copies for all proposed team members, identifying the following for each member:
 - a. Education
 - b. Related project experience
 - c. Describe role during preconstruction and construction phases each will fulfill.
 - d. Specifically identify those members responsible for providing constructability services review (i.e. Design review, Value Engineering,



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- Estimating, Scheduling, etc.)
- e. List experience with the firm: projects, job titles, and years with the firm.
 - f. List prior and relevant Design/Construction experience prior to coming to the firm.
 - g. Present assignment location and assignment location while on this project.
3. Sworn statement that project team members as proposed will be assigned to this project for its duration.
 4. Resumes of Key Corporate Leaders, attach copies of all who will be directly involved in the project.
- IV. Project Experience **(If the submitting entity is a Joint Venture or a Partnership, please complete this section of the Questionnaire separately for each business entity)**
- A. List similar projects completed within the past 10 years:
 1. List 3 of similar size and complexity, date opened for operation, location:
 - a. Include details of preconstruction and construction phase services provided.
 - b. If projects were managed from multiple offices, list the office that managed each project.
 - c. For CM Projects listed, provide:
 - (1) GMP or, if non GMP, estimated cost on bid provided by you prior to initiating the project.
 - (2) Total cost at completion
 - (3) The CM fees earned for each project as a percentage of GMP.
 - d. Provide a detailed explanation if total project cost exceeded GMP bid or estimated project cost.
 - e. Identify the number and total value of approved change orders
 - f. For all projects listed, provide:
 - (1) Number of calendar days allocated to complete the work in the original schedule
 - (2) Number of calendar days added by change order(s)
 - (3) Number of calendar days taken for actual completion and date of completion
 - g. Provide a detailed explanation if project completion date was beyond the completion date as adjusted by change order(s).
 - h. Provide reference and contact information for each project and identify the following entities for each project:
 - (1) Owner (identify the owner's project's contact person)
 - (2) Developer (if appropriate)



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- (3) Construction Manager
- (4) Your firm's Project Manager

i. Provide the M/WBE participation goal(s) established for each project and the M/WBE achieved as a % of the Total Contract Amount or GMP.

V. Project Approach

A. Project Planning, see Section 2.02D

- 1. Provide written description of company's organization and management as a CM. Indicate how the proposer as CM will perform services on the project in both the pre-construction and construction phases
- 2. Provide written responses in accordance with instructions set forth in Section 2.02D.2 et. seq. to following:
 - a. Value Engineering §2.02D.2.a
 - b. Constructability Issues §2.02D.2.b
 - c. Cost Model/Estimates §2.02D.2.c
 - d. Project Tracking/Reporting §2.02D.2.d
 - e. Request for Information and Shop Drawings §2.02D.2.e
 - f. Quality Control §2.02D.2.f
 - g. Plan for meeting/exceeding M/WBE Participation Goal §2.02D.2.g. Please identify projects with successful programs (i.e. goals were met/exceeded). Describe what program elements made it successful and why.
 - h. Complete Affidavit C provided in Appendix A and submit with your response.

B. Project Management Control System

- 1. Description of how the project team proposes to use technology to manage and control the project.

VI. Safety Program

A. Description of the CM's Safety Program and Past Performance

VII. Acknowledgments

A. Addenda to the RFQ (i.e. We received Addendum No. ___ dated 00/00/18)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____



Request for Qualifications Construction Manager "At-Risk"

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This the _____ day of _____, 2018.

****COMPANY NAME****

By: _____

Title: _____

Attest:

(SEAL)

License number under which the project will be executed: _____

Name license number above is held in _____



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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 THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

This the _____ day of _____, 2018.

****COMPANY NAME****

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of _____ and by that authority duly given and as an act of _____, the foregoing instrument was signed by _____, its _____, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20__.

Notary Public

My commission expires:



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SECTION 1 INSTRUCTIONS TO PROPOSERS

1.01 DEFINITIONS

- A. **CONSTRUCTION MANAGER** means an entity properly licensed as a general contractor under the law of the State of North Carolina to provide the services provided for in this RFQ, and for the purposes of this contract means a Construction Manager At Risk.
- B. **CONSTRUCTION MANAGER AT RISK** (Hereinafter sometimes referred to as: the CM) means a Construction Manager that has contracted to give a Guaranteed Maximum Price and Completion Date for the construction of the Project, and has assumed the risk of the actual cost of the construction exceeding that Guaranteed Maximum Price.
- C. **OWNER** means the City of Greensboro, North Carolina, where the Project is being built. For all such projects, including this one, the Owner is the awarding authority for any contract that results from this RFQ, and has final decision making authority with respect to this and all such contracts. However, as herein after provided the successful Proposer must make all contacts by and through the Designated Representative of the Owner, as provided for herein, except where the Contract Documents expressly require otherwise. This definition neither affects the nature of the funding of the Project, nor changes the terms of or means of recourse under any bonds issued therefore.
- D. **PROJECT** means all structures, buildings, site work, landscaping, or other improvement to real property of every kind and nature provided for or reasonably inferable from the Construction Documents published at the end of the design phase of the project by the Project Designer.
- E. **PROJECT DESIGNER** (or "Consultant" in the Owner-Consultant Contract for Design Services) means the firm or firms of engineers or architects or both (and their consultants) which have undertaken to design the Project pursuant to a contract with the Owner (Hereinafter: the Design Contract).
- F. **PRELIMINARY PROJECT BUDGET** is set forth on the Request for Qualifications Data Sheet and represents only a preliminary budget estimate of total project costs that is used as a uniform basis for dollar computation of percentage fee proposals and other items in the evaluation of responses to this Request for Qualifications.

1.02 SUMMARY

- A. The object of this Request for Qualifications (RFQ) is for the Owner to select a Construction Management (CM) **AT RISK** firm to provide professional construction management services during the design and the construction of the Project as described in this Request for Qualifications (RFQ).
- B. The CM contract will be performed in three phases. Phase I will include the pre-construction phase services. Phase II will include the provision of a GMP and award of early work packages. Phase III will include the preparation and submission of the Guaranteed Maximum Price (GMP) and management of numerous principal and specialty trade contracts for others to provide the actual construction of the Project. Because the CM will be providing services for the benefit of the owner based on a fee for such services, this procurement will generally



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follow the form of procurement for other professional services. This procurement will be a three-phase procurement where (Phase 1) Statement of Qualifications are opened and evaluated, (Phase 2) interviews conducted with short-listed firms and a successful Proposer is selected. Unsuccessful proposers will be ranked. (Phase 3) Negotiation of fees will be conducted with the successful Proposer. If negotiation of acceptable fees is unachievable, negotiations will be held with the next highest ranked firm until acceptable fees are successfully negotiated.

- C. The Construction Manager will be an integral member of the Project Team, consisting of representatives from the Owner, the Project Designer, and other consultants, as required. Generally, it will be the responsibility of the Construction Manager to integrate the design and construction phases, utilizing his skills and knowledge of the general contracting, to develop schedules; prepare detailed project construction estimates; study labor conditions; and, in any other way deemed necessary, to contribute to the development of the project during the pre-construction / design phase. During the construction phase, the CM will be responsible for effecting the construction of the project within the Guaranteed Maximum Price (GMP) and Scheduled Completion date.
- D. Upon selection of the construction management firm by the Owner, the resulting contract will authorize the CM to provide pre-construction phase services only, including without limitation the provision of a Guaranteed Maximum Price for the completion of the Project by the CM.
- E. Subsequently, at the end of the pre-construction phase, and in accordance with the terms and conditions of this RFQ, the CM contract will ordinarily be amended to include the accepted Guaranteed Maximum Price and to authorize the CM to receive bids and award Trade Contracts to accomplish the construction of the Project. The Contract thus amended will govern both the Pre-Construction and Construction Phases of this Project.
- F. All work performed under this contract shall be in accordance with the General Conditions of the Contract hereinafter set as modified or supplemented by any Contract Amendments, Special Conditions, or other Contract Documents as listed hereinafter, any addenda, and other components of the Contract.

1.03 ISSUING OFFICE

- A. The Issuing Office is set forth on the foregoing Data Sheet.
- B. The Issuing Office shall be the sole point of contact with the Owner for purposes of the preparation and submittal of the RFQ Statement of Qualifications.

1.04 PRE-SUBMITTAL CONFERENCE

- A. A Pre-Submittal Conference will be held as set forth on the foregoing Data Sheet.
- B. A walk through of the Project site area may be conducted immediately following the Pre-Submittal Conference.
- C. **ATTENDANCE AT THE PRE-SUBMITTAL CONFERENCE IS NOT MANDATORY.**

1.05 DUE DATE AND TIME



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- A. One (1) original and three (3) hardcopies (a total of 4) plus one (1) separate USB flash drive containing one electronic .pdf copy of the responsive proposal must be received at the issuing office by as set forth on the foregoing Data Sheet in order to be considered. Proposers are requested to clearly mark the "Original" set of the Statement of Qualifications.
- B. Statement of Qualifications shall be submitted in sealed box(es). The outside top of each box shall be properly labeled with "Statement of Qualifications for the Eugene Street Parking Deck Construction, CM At-Risk Selection Process." In addition, the date and time the Statement of Qualifications are due, and the name of the person, firm, or corporation submitting the Statement of Qualifications should also be indicated on the outside of each box. Provide a transmittal letter with the identifying information listed above. Place a copy of the transmittal letter in each box if multiple boxes are utilized.
- C. The Owner will evaluate the Statement of Qualifications as hereinafter provided.
- D. Proposers mailing Statement of Qualifications shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Statement of Qualifications or unsolicited amendments to Statement of Qualifications arriving after the due date and time will not be considered.
- E. **LATE STATEMENT OF QUALIFICATIONS CANNOT BE ACCEPTED.** Statement of Qualifications are to be delivered to the Issuing Office, in a sealed box(es), addressed to the Issuing Office and clearly designated as Statement of Qualifications for this RFQ. The Owner recommends against use of mail or delivery services that will not guarantee delivery directly to this office. Statement of Qualifications delivered to any other location will not be considered "received" until they arrive at the location specified above. This Owner will not waive delay in delivery resulting from need to transport a Statement of Qualifications from another location, or error or delay on the part of the carrier.

1.06 MODIFICATIONS AND WITHDRAWAL OF STATEMENT OF QUALIFICATIONS BEFORE OPENING

- A. Withdrawal of, or modifications to, Statement of Qualifications are effective only if written notice thereof is filed to the receiving office prior to the time Statement of Qualifications are due. A notice of withdrawal or modification to a Statement of Qualifications must be signed by an officer with the authority to commit the company.
- B. Withdrawal or modifications will not be accepted after the time Statement of Qualifications are due.

1.07 QUESTIONS AND INQUIRIES

- A. Questions and inquiries shall be made in writing and directed to the individual(s) referenced with the Issuing Office. The Issuing Office will be open during normal business hours and days. Once the deadline for submitting questions has passed, an addendum to the RFQ will be released to prospective proposers and will include all written questions and responses received.

1.08 TERMINOLOGY

- A. All references in this RFQ to the Construction Manager, Proposer, Project Designer/Engineer, and other person or persons are made relative to the singular person, male gender (e.g. "he",



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"him", "his", etc.) These are intended only as generic terms relative to number and gender and are employed solely to simplify text and to conform with commonly used construction specifications language.

1.09 SITE INVESTIGATION

- A. By submitting a Statement of Qualifications, the Proposer acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to acquaint himself with the available information will not relieve him from responsibility for estimating properly the cost of successfully providing the services required. The Owner shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the Owner.

1.10 EVALUATION PROCEDURE

- A. After the closing date for receipt of Statement of Qualifications, the Owner shall open the Statement of Qualifications and initially review the Statement of Qualifications.
- B. An Owner's Evaluation Committee will evaluate the complete and acceptable Statement of Qualifications that are timely and properly submitted.
- C. The Evaluation Committee will form a short-list of up to three firms whose Statement of Qualifications, in the judgment of the owner, offer the most desirable plans for the provision of services considering, among other things, the experience, expertise, and reputation of the proposing firm, together with due consideration of proffered quality and performance.
- D. Upon completion of this evaluation, the Owner will ordinarily receive oral presentations from each of the short-listed firms. NOTE: The Owner reserves the right to make an award without receiving oral presentations. The Owner reserves the right to request clarifying information or site visitations from any and all Proposers at any time during the evaluation process.
- E. Statement of Qualifications shall be ranked on technical merits and will be evaluated as outlined in SECTION 2 of this RFQ.

1.11 RIGHT TO REJECT STATEMENT OF QUALIFICATIONS AND WAIVE INFORMALITIES

- A. The Owner reserves the right to cancel this RFQ at any time without any cost to the Owner.
- B. The Owner reserves the right to reject either all Statement of Qualifications after the opening of the Statement of Qualifications but before award, or any Statement of Qualifications, in whole or part, when it is in the best interest of the Owner. For the same reason, the Owner reserves the right to waive any minor irregularity in a Statement of Qualifications.

1.12 LICENSES AND QUALIFICATIONS

- A. Proposers must possess all licenses required by North Carolina law, including, at a minimum, an unlimited general contractor's license in the building classification under N.C. Gen. Stat. Chapter 87, and shall submit proof of current licensing with their Statement of Qualifications.



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1.13 CLARIFICATIONS AND ADDENDA

- A. Should a Proposer find discrepancies in the RFQ documents, or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than **seven (7) working days prior to the Statement of Qualifications due date**, request clarification in writing from the Issuing Office, which may issue a written Addendum to the RFQ. Requests shall include the RFQ number and name.
- B. Proposers shall not ask any employee, agent, or representative of the Owner any questions outside of the process identified in Section 1.13 A above. Any oral explanations or instructions received in contravention of this Section 1.13 shall not be binding upon the Owner, its employees, agents, or representatives.
- C. Any addendum / amendments to the RFQ must be acknowledged in the space provided on the Questionnaire form.

1.14 ECONOMY OF PREPARATION

- A. Statement of Qualifications should be prepared simply and economically, providing a straight forward, concise description of the Proposer's offer to meet the requirements of the RFQ.

1.15 CONFIDENTIAL / PROPRIETARY INFORMATION

- A. Proposers should give specific attention to the identification of those portions of their Statement of Qualifications, which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the Owner under North Carolina public records laws. Statement of Qualifications will be publicly opened. Proposers must clearly indicate each and every section that is deemed confidential, proprietary or a trade secret as required by statute. It is NOT sufficient to preface your entire Statement of Qualifications with a proprietary statement.
- B. Except as otherwise required by law, the City will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted pursuant to this contract. Any such proprietary information, trade secrets or confidential commercial and financial information which Consultant believes should be exempted from disclosure shall be specifically identified and marked as such before submitting it to the City. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. The Consultant shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information bears appropriate notices relating to its confidential character.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the City is not public information and will not be released to the public by the City. The City will notify Proposer of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which Proposer has previously marked "Confidential", and if Proposer objects to the disclosure of any of the records responsive to the request, Proposer will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of



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competent jurisdiction, and Consultant will enter an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Consultant objected. Consultant will indemnify, save harmless, and pay any and all attorney's fees incurred by the City and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of Consultant's objection to the release of the public records. Consultant will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of Consultant's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

1.16 MULTIPLE / ALTERNATIVE STATEMENT OF QUALIFICATIONS

- A. Proposers may not submit more than one (1) version of his Statement of Qualifications nor may Proposers submit an alternate to this RFQ.

1.17 JOINT VENTURE AND PARTNERSHIP PROPOSERS

- A. If the Proposer is a joint venture or partnership firm, the Proposer must separately provide all identification information for each party and all requirements for each party (i.e., licenses, insurance, etc.) as requested. As part of the Statement of Qualifications submission under the category of Project Planning - General, the Proposer must identify the responsibilities of each joint venture 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 parties will be held responsible for the contract obligations jointly and severally.

1.18 INCURRED EXPENSES

- A. The Owner will not be responsible for any costs incurred by any Proposer in preparation and submittal of a Statement of Qualifications.

1.19 OWNER CONTROLLED INSURANCE PROGRAM/CONTRACT CONTROLLED INSURANCE PROGRAM

- A. The Owner reserves the right to institute an Owner Controlled Insurance Program (OCIP) or require a Contractor Controlled Insurance Program (CCIP).

END OF SECTION



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SECTION 2 STATEMENT OF QUALIFICATIONS AND EVALUATION

2.01 STATEMENT OF QUALIFICATIONS SUBMITTALS

Responses to the RFQ are to consist of the following:

- A. Verification of Minimum RFQ Requirements: All Proposers will be required to submit evidence of their responses to this RFQ. This evidence must be furnished by all Proposers in their Statement of Qualifications Submittal.
- B. Statement of Qualifications Submittal: All Proposers will be required to submit a Statement of Qualifications. One (1) original and ten (10) copies (a total of 11) of the Statement of Qualifications Submittal are to be provided by each Proposer.
- C. Transmittal Letter: A transmittal letter prepared on the Proposer's business stationery must accompany the Statement of Qualifications Submittal. The purpose of this letter is to transmit the Statement of Qualifications. Therefore, it should be brief, but shall list all items contained within each of the Statement of Qualifications. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and financial, contained in the Statement of Qualifications.
- D. Signing of Forms: The Statement of Qualifications, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by all partners or such member(s) of the joint venture as having authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested to by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner, and indicated by affixing the Corporate Seal at corporate signatures.

2.02 STATEMENT OF QUALIFICATIONS REQUIREMENTS

Minimum Requirements: The following Statement of Qualifications information must be furnished in the form of the RFQ Questionnaire portion of the Statement of Qualifications. Failure to include any of the items listed below may disqualify response. All criteria will be considered together with greater weight given to the criteria deemed most important by the owner. Proposer should describe in detail and provide evidence supporting the qualifications below. All Proposers are to compile their Statement of Qualifications in the order listed below.

- A. Profile of Proposer: Provide the following on your firm (if joint venture or partnership, this information is to be provided on all parties):
 1. Provide a brief history of your firm inclusive of the year in which your firm commenced providing the Construction Management services.
 2. Provide annual dollar workload volume inclusive of number of projects on a per year basis for the last five (5) years and indicate what percentage of such work is CM, GC or other (name) (if joint venture or partnership, report information for each entity of the Joint



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Venture or Partnership):

3. Provide list of current projects on which your firm is committed, the dollar volume of each and the time frame for each.
4. If joint venture or partnership, provide history of joint venture or partnership experience for all parties and specifically history of this joint venture or partnership relationship.

Note: If the selected Proposer is a joint venture or partnership firm, a copy of the signed joint venture or partnership agreement must be submitted with the Statement of Qualifications. No changes may be made to the joint venture agreement without the approval of the Owner. Documents submitted must clearly state division of responsibility between entities (which is majority/minority and quantify percentage of relative positions).

5. Financial Stability:
 - a. Provide current Dun & Bradstreet report including a Dun & Bradstreet rating.
 - b. Bonding Capability: Provide a letter from a surety company licensed to issue bonds in the State of North Carolina or that has an agent licensed to do business in the State of North Carolina indicating the Proposer's capability to provide adequate performance and payment bonds for this Project.
 - c. Provide Legal History including a discussion of Pending Litigations, Arbitrations, CM or Construction Contract Defaults, Owner or Surety Completed Contracts, Debarments/Suspensions, NC G.S. Chapter 22C incidents, Bid Fraud convictions

B. Key Personnel

1. Proposed Project Staff Organization Chart (In-house and Consultant team members), attach a copy clearly showing lines of communication and level of responsibility/authority, identify the firm that employs each person
2. Provide a detailed but concise resume (inclusive of educational background and all prior work experience) on each of the key personnel **only** to be assigned to this project. Such personnel should include, but are not be limited to, the Project Manager, Field Superintendent(s) and other key personnel who may be required. A Project Executive (by whatever name called) must also be named in Key Personnel but need not be exclusively assigned to this Project.
3. Within your description include the following on each individual:
 - a. Experience with your firm (preferably on one or more of the three (3) projects noted in paragraph A) as well as other prior experience, noting the role played by the person.
 - b. Parking Facility Experience and large complex urban (downtown) projects.
 - c. Note where these key personnel are located (e.g., local office in what geographic location, main headquarters in what geographic location, etc.).



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- d. Note which of the following items (under headings of Pre-Construction and Construction) will be handled by which key person; in addition, please identify person who will handle overall management of this project:
- 1) Pre-Construction: Design review, constructability issues, cost model estimates, schedule, value engineering, and procurement.
 - 2) Construction: Coordination of subcontractors, trades people, vendors, suppliers, Safety, Quality control / inspections, shop
 - 3) Drawing review, change order review, claims resolution, schedule
 - 4) Control, commissioning, and payment approval.
4. **Include a statement from your firm committing to assigning these proposed personnel if your firm is the selected CM firm.**
- C. A Proposer, should have experience as a Construction Manager or General Contractor in providing the Pre-Construction and Construction Phase Services outlined in SECTION 5.
1. Each Proposer is to submit information on three (3) projects of similar scope and complexity that have been completed by each entity of the Proposer or be substantially complete (available for use for its intended purpose). The information for each project shall include specific details on the extent to which pre-construction and construction phase services were provided. Experience with a wide variety of comparably sized building types and building clients is acceptable.
 2. If the Proposer manages projects from multiple offices, indicate from which office each of the three similar projects was managed. Indicate which office will manage this project.
 3. Proposers shall clearly indicate the type of contract under which the pre-construction and construction phase services were provided for the three similar projects (e.g. general contract, CM agency, CM at risk, Design/Build, etc.).
 4. References:
 - a. Provide three (3) references per the experience list in paragraph A above for each entity of the proposer. The references must be project owners or project owner representatives. Provide a contact name, address, telephone number and project name and location for each reference. Such references are to be from different projects; that is, provide only one reference per project. The Owner reserves the right to contact references given as well as the others associated with the other projects listed in paragraph A above or any other source available.
- D. Project Approach:
1. General: Provide a brief, overall description of how the CM will be organized and managed, and how the services will be performed in both the Pre-Construction and Construction Phases. Include organizational charts of pre-construction and construction services. Project planning that offers the same project manager for pre-construction and



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construction phases is preferred. Discuss in detail the optimal timing proposed (i.e. at Schematic Design, Design Development, or Construction Documents, etc.) for including input from the various trade subcontractors (i.e. Civil, Mechanical, Electrical, Plumbing, Technology, etc.) Explain why subcontractor input is advantageous at the phase(s) you propose.

2. Specific: Provide a descriptive summary, developed in response to the RFQ, as to your firm's approach to the following items including, but not limited to, all information noted below:
 - a. Value Engineering: Describe the process by which your firm performs value engineering so as to achieve an appropriate balance between costs, aesthetics, and function. Provide a sample value engineering report from one (1) of the projects listed under the Experience category (paragraph A above). In addition, provide a summary as to this value engineering effort inclusive of total number of items studied, total dollar value, total number of accepted items and total corresponding value of the accepted items.
 - b. Constructability Issues: Identify four (4) constructability issues in regard to each of these projects and provide a brief description of your firm's approach to reviewing each.
 - c. Cost Model / Estimates: Provide the cost model format used on one of the completed projects provided under the Experience Section (paragraph A above) and describe how this cost model was developed and the timing of its updates during design, and summarize how the final construction cost related to this cost model. Provide the cost model to be used on this project.
 - d. Project Tracking / Reporting: Describe your firm's approach and procedures for project tracking and reporting, including scheduling, accounting, etc. Identify the software used and if it is proprietary to your firm (if so, discuss the advantages/benefits to using your software). Provide examples of a progress report including schedule tracking, cost control and reporting, and show how the cost model estimates track to the accounting and invoicing.
 - e. 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 in paragraph A above).
 - f. Quality Control: Describe how your firm implements quality control throughout construction. Provide samples / examples of your quality control program inclusive of applicable documentation.
 - g. Minority Participation: The Owner will establish M/WBE goals for the construction of the project. Does your firm have a diversity Plan? If so, provide a copy. This does not preclude your subcontractor utilization plan that must be submitted pursuant to G.S. 143-128.2.

2.03 AWARD CRITERIA AND EVALUATION OF STATEMENT OF QUALIFICATIONS



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- A. It is intended that the Contract award will be made to the Proposer rated highest by the Owner's Evaluation.
- B. Statement of Qualifications:
 1. Statement of Qualifications will be evaluated by the Owner's Evaluation Committee prior to the Oral Presentations.
 2. Based on the results of the technical evaluation, the Owner will form a shortlist of up to 3 firms deemed most qualified to perform the services required under this contract. The number of firms included on the shortlist will never be less than 3 (except in circumstances where N.C. Gen. Stat. 143-132 would allow such lower number), but, in the discretion of the Evaluation Committee, may be greater where the number of Proposers submitting outstanding Statement of Qualifications warrants a larger shortlist.
 3. Evaluations of the oral presentations will be completed.
 4. The Owner may request further information during the evaluation process.
 5. The following matters will receive favorable consideration in the evaluation of the Statement of Qualifications:
 - a. Companies with proven reputations for successful completion of similar projects.
 - b. Companies with a workload and staff availability that is fully able to accommodate the addition of this project.
 - c. Companies that have no pending litigation against them.
 - d. Companies that have had, in their previous experience with the Owner, a good working relationship with Owner representatives, have successfully completed projects in a timely manner and have performed high quality of work.
 - e. Availability of key personnel assigned to the project that have appropriate experience and qualifications.
 - f. Relevant and easily understood qualification submittals and oral presentation(s).
 - g. Companies with completed CM AT RISK projects in which there was little difference between the GMP and final cost.
 - h. Companies with projects that were completed on or ahead of schedule.
 - i. Other issues included in this RFQ.
 - j. Local team member (Partner /Joint Venture) in significant responsible charge.
 - k. Local subcontractors plan quality.
 - l. M/WBE participation.



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- m. Other criteria deemed appropriate by the Evaluation Committee.
- C. Oral Presentation: A schedule of Oral Presentations will be published to the short listed firms after the Statements of Qualifications are evaluated (see the RFQ Data Sheet for Interview dates). The oral presentation may target areas of concern identified within the submitted Statement of Qualifications by the Evaluation Committee.
- D. All Proposers will be notified by email of the identities of the Proposers selected for consideration on the shortlist.

2.04 ORAL PRESENTATION

- A. The Owner will ordinarily receive an oral presentation by each short listed firm. Oral presentations will only be conducted after the written Statements of Qualifications are evaluated by the Evaluation Committee. The Owner will determine what weight if any to be accorded to information received at the oral presentation.
- B. The purposes of the presentation are as follows:
 - 1. To allow the Owner to meet the Proposer's key personnel.
 - 2. To allow the Proposer to highlight aspects of the selected areas of its Statement of Qualifications; i.e. Profile of Proposer, Key Personnel, Project Experience, and Project Approach.
 - 3. To provide an opportunity to highlight the CM scope of services for this Project.
 - 4. To provide the Owner an opportunity to inquire into various parts of the submittal.
 - 5. To provide an opportunity for the Evaluation Committee to ask questions of the CM firm's project team members.

2.05 CONTRACT NEGOTIATION AND AWARD

- A. After the three firms have been notified of the selection action of the Owner and Design Consultant, representatives will discuss with the selected Construction Manager "At-Risk" appropriate services and information about the project.
- B. The Owner will request in writing a detailed fee proposal from the selected Construction Manager "At-Risk" and will attempt to negotiate a fair and equitable fee consistent with the project program and the professional services required for the specific project. In the event a fee cannot be agreed upon, the Owner shall terminate the negotiations and shall repeat the notification and negotiation process with the next ranked firm on the selection list. In the event a fee cannot be agreed upon with the second-ranked firm, the process will be repeated with the third-ranked firm on the selection list. If a fee still cannot be agreed upon, the owner shall review the history of negotiations and make appropriate determinations including program adjustments so as to lead to a negotiated contract with one of the original three firms selected. Such renegotiation with the firms shall be carried out in the original selection order, or another list of three firms in priority order will be selected. The negotiation process will continue until a fee has been determined that is agreed to by the Owner



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- C. Following successful negotiation, the Owner shall award the contract in the exercise of its discretion as by law provided.

2.06 CONSTRUCTION MANAGER FEE AND CONTRACT

- A. The Construction Manager will submit a fee proposal in three parts: part one will cover pre-construction services, part two will cover construction services for early packages possibly including but not limited to demolition, precast structural concrete, and foundations. Part three will cover construction services for the completion of the project. The entire fee will be negotiated at one time, however, the initial CM contract will only authorize payments for pre-construction services in part one. Subsequent services will be authorized in a phased engagement. The construction services fee will be a part of the GMP contract.

END OF SECTION



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SECTION 3 GENERAL PROVISIONS

3.01 PROJECT OVERVIEW - SEE RFQ DATA SHEET

3.02 CONSTRUCTION MANAGER'S CONTRACT OVERVIEW

- A. The Owner is employing a **Construction Manager AT RISK** contracting system to aid the Owner in the review and management of the design and to affect the construction of this project. In broad terms, the Construction Management firm selected will perform the following:
1. Pre-Construction Services run from the beginning of the Schematic Design established by the contract between the Owner and the Designer unless an earlier or later time is elsewhere specified), through the approval of the CM's GMP by the Owner. The CM's GMP shall be submitted within 10 days after the Designer submits 100% Construction Drawings to the Owner for review. The design phases, including review time, are expected to be completed by the dates stated by the Owner in the Notice to the Designer and Construction Manager.
 2. Construction Services, with General Conditions services being provided on a reimbursable allowance basis, and all construction being accomplished through the CM's Principal Trade Contractors, and other Trade Contractors, selected as provided herein.
 - a. Phases: The Owner may require the work of the project be broken into two or more phases and require a GMP for each phase.
 - b. Fast Track Contracting: The provisions of the preceding paragraph do not authorize the use of Fast Track contracting.
 - c. Construction Schedule: The Project shall be brought to Final Completion within the time prescribed by the schedule that is established by the construction documents at the time the GMP is accepted.

3.03 PURPOSE AND DEFINITION OF CONSTRUCTION MANAGEMENT WITH GUARANTEED MAXIMUM PRICE

- A. The Construction Management with Guaranteed Maximum Price (CM with GMP) method employs a Construction Manager, who is a member of the Project Team with the Owner, Designer and other consultants, as the project may require.
- B. During the Pre-Construction / Design Phase, the CM will utilize his skills and knowledge of construction to develop schedules, recommend the addition or deduction of alternates, prepare construction cost models and estimates, conduct value engineering studies, study labor conditions, identify and address constructability issues, and advise on the most efficient sequencing of construction work for the Project. Included in the Pre-Construction Services are all CM activities necessary to prepare and submit a Guaranteed Maximum Price (GMP). The Owner will pay the CM a fixed, Pre-Construction Services fee for this work; such a fee includes all costs associated with the CM providing the Pre-Construction Services. The Owner reserves the right to request a phased engagement of Preconstruction services with a projection of partial fees.



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- C. During the Construction Phase, the CM will provide all services to manage and effect the construction of the project including the award and management of all trade contracts, including without limitation: change order review; quality control / inspections; schedule maintenance; cost control measures; all meetings; shop drawing review; processing, tracking and monitoring of Requests For Information and substitution requests; resolution of claims by all Trade Contractors; all inspections including the coordination of final inspections and close-out documents with the Owner and Project Architect.
- D. The Construction Manager "At-Risk" shall contract directly with the public entity for all construction; shall publicly advertise as prescribed in G.S. 143-129; and shall pre-qualify and accept bids from first-tier subcontractors for all construction work under this section. The pre-Qualifications criteria shall be determined jointly by the Owner, Design Consultant and the Construction Manager "At-Risk" to address quality, performance, time specified in the bids for performance of the contract, the cost of construction oversight, time for completion, capacity to perform, and other factors deemed appropriate by the public entity. Any disputes between these parties will be settled by the Owner in its sole discretion. All bids shall be opened publicly and once they are opened, shall be public record under Chapter 132 of the General Statutes. The Construction Manager "At-Risk" shall award the contact to the lowest responsible, responsive bidder, taking into consideration the Owner's requirements, quality, performance, time specified in the bids for performance of the contract, the cost of construction oversight, time for completion, compliance with G.S. 143-128.2 and other factors deemed appropriate by the public entity and advertised as part of the bid solicitation.
- E. The CM may not bid on any trade package, nor may the CM perform the work of any trade package except in the case of an emergency or extraordinary circumstance with the written approval of the Owner and Project Designer.
- F. Because of the CM's fiduciary duties to the Owner, the project will be an "open book" job whereby the Owner may attend any and all meetings, and the Owner or its designated auditors or accountants shall have access to any and all records of the CM or maintained by the CM relating to the Project. The Owner will pay the CM for its fixed, Construction Services CM fee, plus approved reimbursable costs under the General Condition allowance for actual expenditures only, without any CM profit mark-up of any type on such costs.

3.04 RELATIONSHIP OF OWNER AND CONSTRUCTION MANAGER

- A. The Construction Manager accepts a relationship of trust and confidence between himself and the Owner **and undertakes to act as the OWNER'S FIDUCIARY in all matters related to the Project**. The Construction Manager agrees to furnish his best skills and his best judgment to cooperate with the Owner and Designer during the design of the Project and to accomplish the construction of the Project, in all ways to further the interests of the Owner and the Project. The Construction Manager shall furnish efficient engineering reviews, business administration, field supervision and shall use his best efforts to see to it that the work of the Project is done in the best and most expeditious, economical manner consistent with the interests of the Owner, and in strict conformity with the contract documents, including all reasonable implications therein. While the Construction Manager accepts financial risk in providing a Guaranteed Maximum Price for delivery of the Project, the GMP is provided on the basis of Final Review plans and specification, and will contain a contingency for (or in certain circumstances may be amended because of) conditions or circumstances which a prudent Construction Manager could not have reasonably foreseen at the time the GMP was given. Accordingly, without limiting the guaranty given by the Construction Manager with



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respect to the maximum price, the primary duties of the Construction Manager also include the proper and timely completion of the design and construction of the Project through the employment of the best construction management practices.

3.05 PROJECT TEAM

- A. The Construction Manager, the Owner, the Designer and any other project consultants shall be called the "Project Team". It is intended that the "Project Team" shall work through final completion of construction.
- B. M/WBE Participation Requirements
 1. The City of Greensboro is committed to the economic inclusion and full and equitable utilization and development of firms that engage in business with the City in the Greensboro marketplace. As such, it is the policy of the City to take all necessary and reasonable actions to ensure that all businesses, including M/WBEs, are afforded maximum practical opportunity to participate in the performance of City contracts.
 2. In furtherance of the commitment, the City has allocated up to 10% of the total available selection criteria Points to any Respondent that subcontracts a portion of its contract to a certified M/WBE firm. The total number of selection criteria Points awarded to Respondents will be determined by the scope and the amount of work that is subcontracted with the M/WBE firm.
 3. If a Respondent subcontracts any portion of the contract to subcontractors, service providers and/or suppliers, the information shall be reported on Affidavit C, Subcontractor Utilization Commitment.
 4. The following certified Minority Group Members and/or women: African-American, Hispanic Americans, Native Americans, and non-Minority females are eligible to be counted for M/WBE participation in the contract.
 5. For purposes of Certification, the City accepts minority and women owned firms that are certified by the State of North Carolina Department of Administration Historically Underutilized Business Office (HUB) <https://ncadmin.nc.gov/businesses/hub/hub-certification> or
 6. NC DOT North Carolina Department of Transportation <https://connect.ncdot.gov/business/SmallBusiness/Pages/Become%20a%20Certified%20DBE%20Busine%20ss.aspx> and are within the City's MSA as defined by the M/WBE Special Instructions and serve a commercially useful function.

3.06 CONSTRUCTION MANAGEMENT FEES

CM fees shall be provided for on the following basis:

- A. Pre-Construction Services (Herein sometimes referred to as Design Services) The CM fee shall be an all inclusive lump sum fee for providing all required services as hereinafter set forth for the Schematic Design Phase, and all subsequent Phases established by the contract between the Owner and the Designer. The Owner reserves the right to request a phased engagement of Preconstruction Services and award partial fees.



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B. Construction Services

1. CM Construction Fee:

- a. The CM Construction fee shall be an all inclusive lump sum management fee which will include all CM home office costs, including officers as well as home office and local office support staff not noted in (b) below, together with as well as all CM overhead costs and profit. This fee shall also include all quality control and safety reviews, as well as all required services of a home office Project Executive, by whatever name called.
- b. CM costs which are not to be included in the CM fee are the costs of all trade contracts, on-site field staff, reimbursable General Conditions costs as provided below, and the CM-GMP contingency described below.
- c. No additional CM fee shall be assessed for Owner requested Change Orders to the work of the Project until such change orders aggregate to a sum in excess of FIVE (5.0%) percent of the Project GMP.
- d. Additional General Conditions costs alleged to arise from any Owner-requested change orders to the work of the Project will be reviewed on an individual change order basis. After consultation with the Designer, the Owner shall determine whether the requested General Conditions increases are caused by an Owner-requested change order. Absent extraordinary circumstances, the CM should not expect that any change order other than those requested by the Owner will allow for an increase in General Conditions costs.

2. General Conditions:

- a. An allowance for the General Conditions on a "not-to-exceed" basis will be submitted by the CM with its GMP for the Owner's approval. The allowance shall break down the allowance into a reasonable number of categories as approved by the Owner's Representative. Expenditures in excess of category totals may be made only after the CM has certified to the owner that identified funds in other categories are in excess of actual needs. The CM will be reimbursed for actual General Conditions costs only as they are incurred, with no mark-up by the CM. Reimbursements from this allowance will only be made for the expenditures included in **Error! Reference source not found.** below. Other expenditures or expenditures in excess of the total General Conditions allowance are deemed included in the CM's Construction Fee. At the end of the project, any unused balance from this allowance will be retained by the Owner.
- b. Costs for on-site field staff will be paid on a reimbursable basis through the "General Conditions" allowance. Field personnel costs shall be billed at Direct Personnel Expenses [raw employee costs (direct salary) plus all customary payroll benefits including but not limited to FICA, SUTA, FUTA, 401K, vacation leave, sick leave, holidays, jury duty leave and bereavement leave] with no employee overhead mark-up. The on-site field staff is limited to the following positions: full time staff which includes the Project Engineer(s), Superintendent actually furnishing services to the Project, Field Secretary / Clerk, and occasional laborers (on as needed basis); and the position of an Assistant Superintendent, which may be a full or part time position,



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as provided in the CM's approved GMP. All other CM positions will be deemed included in the CM Construction Phase fee.

- C. Payment of the CM fee, and the General Conditions' reimbursable costs due the CM will be authorized and distributed as provided hereinafter.

END OF SECTION



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SECTION 4 OWNER'S ROLE

4.01 INFORMATION REQUIREMENTS

- A. As needed during all phases of the Project, the CM shall be informed through the Designer of the Owner's requirements for the Project as reflected in the program for the project developed by the Designer.

4.02 DESIGN SERVICES

- A. The Owner has retained Kimley-Horn and Associates, Inc. as the Project Designer with CJMW Architecture, and Engineered Designs, Inc. as consultants (Refer to the RFQ Data Sheet). The Project Designer will provide all design services throughout the duration of the Project.

4.03 DESIGNATED REPRESENTATIVE

- A. The Owner shall designate a representative who shall be the CM's Owner contact point during both the Pre-Construction and Construction Phases. This representative shall be the primary channel of communication to the Owner and shall act as the Owner's liaison with the Construction Manager. The Owner may designate multiple representatives responsible for defined aspects of the project, and may replace or re-designate any or all representatives in the Owner's sole discretion.

4.04 DECISION MAKING AUTHORITY

- A. As defined above, the Owner will designate a representative. In conformity with State laws and rules, the Owner and the Project Designer have varying duties with respect to the several decisions required in this contract. Information from the CM required or requested in aid of these decisions, and to the CM with respect to the all such decisions shall be communicated either through or with the knowledge of the Owner's Designated Representative. In the event of any disagreement or dispute between any members of the Project Team regarding the project, the Owner shall be the final decision making authority.

4.05 PAYMENTS TO CONSTRUCTION MANAGER

- A. Pre-Construction CM Services:
 - 1. Payment of the CM Pre-Construction Fee shall be made in an agreed monthly sum upon the evaluation by the Owner, after consultation with the Project Designer of work accomplishment payment requests submitted by the CM, but in no event exceeding the following schedule during any phase of the pre-construction period:
 - a. One-third of the Fee during the Schematic Design and Design Development phase established by the contract between the Owner and the Designer;
 - b. One-third of the Fee during the Construction Document phase established by the contract between the Owner and the Designer;
 - c. One-third of the Fee within 15 days after the CM submits a complete GMP package



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for the Project;

2. Such payment requests are to be submitted only on Owner approved forms.
- B. Construction Phase CM Services
1. Payments of the Construction Phase CM Fee shall be made in conformity with the General Conditions to the contract as amended.

END OF SECTION



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SECTION 5 CONSTRUCTION MANAGER'S OBLIGATIONS

5.01 PRE-CONSTRUCTION SERVICES

The CM services shall consist of providing Pre-Construction Phase services as required including an acceptable Guaranteed Maximum Price.

A. Project Review

1. The Construction Manager shall meet with the Owner, the Project Designer and any other design team members to fully understand the Program, the design documents, the Project scope and all other pertinent aspects of the Project.
2. The CM shall become an integral part of the Project Team that will coordinate the development and progress of the design and construction processes.
3. The CM shall develop written project procedures, in cooperation with the Owner that will be used as a guide for the management and coordination of this project throughout the life of the project.

B. Consultation During Project Development

1. The Construction Manager shall attend regularly scheduled meetings with the Owner, Project Designer and consultants during the Design Development phase established by the contract between the Owner and the Project Designer, to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The CM shall provide written recommendations on construction feasibility.

C. Value Engineering

1. The Construction Manager shall, after a complete review of the Project Program, evaluate the designs available at the time of the Construction Manager's commencement of Pre-Construction services, and obtain an understanding of the intent of the Owner and the Project Designer, provide value engineering services and offer cost savings suggestions and best value recommendations to the Owner. All recommendations shall be in writing and must be fully reviewed with the Project Designer and Owner, and approved by the Owner prior to implementation.
2. Value engineering efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value engineering studies shall include life cycle cost analysis as may be required to assist the Project Designer to achieve an appropriate balance between costs, aesthetics and function.
3. Value engineering efforts shall also take into consideration applicable constructability issues.
4. The CM shall promptly notify the Owner and Project Designer in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting or



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erroneous.

5. All value-engineering studies must be provided on a timely basis within the design schedule.
6. Value engineering studies shall be continuous as the design is being developed.
7. The CM shall conduct a major value engineering study at the end of both Schematic Design and Design Development (utilizing the 100% Schematic Design Documents and 100% Design Development Documents) which shall include, but not be limited to, the items noted below:

a. Value Engineering at the Completion of the Schematic Design Phase

- 1) Building Structure
 - Foundation Systems
 - Retaining Wall Systems
 - Structural Framing Systems
- 2) Building Enclosure
 - Roofing Systems and Materials
 - Enclosures Systems and Materials
- 3) Engineering Systems
 - Plumbing systems, Equipment, and Materials
 - HVAC Systems, Equipment, and Distribution
 - Fire Protection Systems and Equipment
 - Electrical systems and Equipment
 - Fire Detection and Alarm Systems and Equipment

(All value engineering to be coordinated with the Designer's life-cycle cost evaluations)

b. Value Engineering at the Completion of the Design Development Phase

- 1) Building Enclosure – such as:
 - Variations within the selected enclosure system(s) (e.g., material quality, material sizes, fastening methods, etc.
- 2) Engineering Systems – such as:
 - Plumbing Fixtures and Fittings
 - HVAC Devices and Controls
 - Fire Protection Devices
 - Electrical Fixtures and Controls
 - Fire Detection and Alarm Devices and Controls

(All value engineering to be coordinated with the Designer's life-cycle cost evaluations)

c. Develop value-engineering concepts for consideration at the session noted in (d)



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below (it is anticipated that the Project Designer will be concurrently conducting a similar activity).

- d. Brainstorming session(s) with design team.
 - e. Written cost studies shall be produced and submitted to the Owner within two (2) weeks of the final brainstorming session.
 - f. Written pro/con evaluation of the cost studies shall be provided to the Owner within two (2) weeks after submission of the cost studies.
 - g. Formal presentation of the written study shall be conducted by the CM firm.
 - h. A formal written value engineering study document including a summary of value engineering items, applicable cost savings, selected items and their corresponding cost savings shall be presented to the Owner and Project Designer.
8. The CM shall also conduct value engineering studies at any time to evaluate specific items as requested by the Owner.

D. Schedule

1. The CM shall utilize the same standard software used in complying with Section 5.02C below to prepare, provide, and maintain appropriately detailed design phase CPM schedules.
2. Scheduling software shall allow for integration of all aspects of the design processes and provide for coordination of all work to be performed. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, and tabular reports.
3. The project schedule shall be sufficiently detailed to allow for a realistic projection of design activity sequences and durations. Updated schedules will be required at the end of each Design phase established by the contract between the Owner and the Designer, and after major value engineering decisions.
4. Within thirty (30) days from the Notice-to-Proceed, the CM is to establish a detailed CPM schedule of the pre-construction / design phase with the concurrence of the Owner and the Project Designer. The CM is responsible to monitor this schedule during the pre-construction / design phase, insure that this schedule is updated, and advise the Owner of any deficiencies in adhering to this schedule by any party.

E. Constructability Review

1. CM shall review the design throughout the pre-construction phase as to constructability, including without limitation all issues identified in the CM's Statement of Qualifications. With respect to each such issue, the CM shall submit a written report to both the Owner and the Project Designer. At a minimum, each such written report shall contain: (1) A description of the constructability issue with background information; (2) a summary of the CM's in-depth study/research; and, (3) written recommendations for addressing the issue.



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F. Construction Cost Model / Estimates

1. The CM shall develop a project budget / cost model (independent from any similar cost estimates required of the Project Designer such as the Statement of Total Construction Costs) which shall be updated as needed but at a minimum at the end of each design phase during which the CM is performing Pre-Construction Services. (Hereinafter: CM Cost Model Update.) Due to variability in economic conditions, all cost models are to be construction based not data based; that is, the CM is to obtain pricing of trade work directly from the market place. The CM cost model shall be formatted as needed by the Owner to be easily comparable to the Project Designer's Total Construction Cost Estimates.
2. Each CM Cost Model Update must contain a statement of the total amount determined under that construction cost model to be the total construction costs for the facility (including alternates, CM General Conditions, CM fees, and CM contingency) in accordance with the Project Designer's Program.
3. The Total Project Budget is the sum set out on the Data Sheet and includes the Owner's Contingency and designer fees.
4. In the event that the Project Designer's Statement of Total Construction Costs exceed the Total Project Budget, the Owner may direct the CM to (and the CM shall without additional compensation to the CM) work in conjunction with the Project Designer to redesign the facility as necessary to maintain the Project Program within the Total Project Budget.
5. Each CM Cost Model Update and the Designer's Total Construction Costs will be reviewed by the Project Designer and the Owner for reasonableness and compatibility with the Total Project Budget. Meetings and negotiations between Owner, Project Designer and the Construction Manager will be held to resolve questions and differences that may occur between the Designer's Total Construction Costs and the CM Cost Model Update. The Construction Manager shall work with the Owner and Project Designer to reach a mutually acceptable joint Total Construction Cost and program.

G. Coordination of Contract Documents

1. The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Project Designer and the Owner in writing upon observing any features in the plans or specification, which appear to be ambiguous, confusing, conflicting or erroneous.
2. The Construction Manager shall provide a thorough interdisciplinary coordination review of the Construction Drawings and Specifications submitted for review to the Owner (to be performed by a qualified firm or qualified personnel) before Trade Contract Bidding. Review shall be performed utilizing a structured and industry-accepted process. The CM shall review the final documents to see that all comments have been incorporated.
3. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the CM during the review process shall be deemed to be corrected, and any associated costs shall be included in the CM's Guaranteed Maximum Price (GMP).



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H. Construction Guaranteed Maximum Price (GMP)

1. Within 10 days after final review submission by the Designer of the construction documents to the Owner, the CM will develop and provide to the Owner a GMP which will include all construction costs, and all other projected costs including without limitation the CM fees, the CM-GMP contingency and General Conditions allowance but not including the Owner's Construction Contingency. The GMP shall set out each anticipated trade contract amount; the CM's fixed fee; General Conditions reimbursable costs items including on-site field staff, and all project related costs, i.e., bonds, personnel payroll benefits, etc. The GMP must not exceed the Total Construction Cost, including CM fees, overhead, and escalation as set forth on the RFQ Data Sheet.
2. In the event that the GMP exceeds the Project Construction Budget, the Owner reserves the right to direct the CM to (and the CM shall) work in conjunction with the Project Designer to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Budget as follows:
 - a. After consultation with the Owner, the CM shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost.
 - b. The CM shall develop and provide to the Owner a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
 - c. The CM shall analyze the Project Designer's originally submitted and as altered and redrafted Construction Documents, and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed the Project Construction Budget. Notwithstanding anything in the RFQ to the contrary, the CM shall perform the work set forth in this Section without additional compensation. The Owner has the right to reject any GMP as originally submitted, or as adjusted. In that event, the Contract will terminate according to its terms. In addition, the Owner has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP, in which event the Contract will terminate according to its terms.
3. The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Project Designer and the Owner for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between Owner, Project Designer and the Construction Manager will be held to resolve questions and differences that may occur between the Project Construction Budget and the Construction Manager's construction cost estimate and corresponding GMP. If indicated by the Project Construction budget limitations or other circumstances, the Construction Manager shall work with the Owner and Project Designer to reach a mutually acceptable GMP.
4. Upon acceptance by the Owner of a GMP, the Owner shall prepare and the CM shall execute an amendment to the original contract to reflect the GMP and the Construction Manager's GMP as approved shall become a part of the Owner-Construction Manager Contract. Within 10 days after the execution of the amendment provided herein, the Construction Manager shall provide the Owner with a Performance Bond and a Labor and Material Payment Bond each for 100% of the GMP in conformity with the terms of



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N.C. Gen. Stat. Chapter 44A.

I. Contingencies

1. Owner's Contingency:

- a. An Owner's Construction Contingency will be established. Expenditures against this contingency will be available to cover all costs resulting from changes in scope not specifically covered in paragraph 2 below and initiated by the Owner's designated representative with the Owner's written approval via a change order amendment issued by the Owner.

2. CM-GMP Contingency:

- a. The GMP shall include a construction contingency (CMGMP Contingency) in an amount approved by the Owner, to help reduce the risks assumed by the CM in providing the GMP for the Project. The Owner and the CM acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) unforeseen field conditions (4) costs of corrective work not provided for elsewhere and (5) design omissions which a prudent CM should reasonably have detected during the discharge of the CM's pre-construction duties. Costs incurred for such design omissions shall come from the CM-GMP contingency. Design errors which the CM could not have reasonably determined, will be resolved on a case-by-case basis. These may be paid from the Owner contingency, but shall not be chargeable to the CM GMP contingency.
- b. The CM-GMP Contingency is not allocated to any particular item of the Cost of the Work, and is established for the CM's use as may be required for increases in costs as noted above. It is understood that the amount of the CM-GMP contingency is the maximum sum available to the CM to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the CM-GMP contingency will be borne by the CM.
- c. The CM-GMP contingency may be applied to any items within the Cost of the Work without the necessity of a change order, without constituting a change in the Work, and without resulting in any change in the GMP. The CM will notify the Owner and Project Designer in writing of the CM's intent to apply any part of the CM-GMP contingency to any item within the Cost of the Work prior to any such application. The CM shall fully document the change on its copy of the construction documents.
- d. The amount of the CM-GMP contingency is to be reviewed by the Owner as part of its review of the GMP. No set amount or percentage for the CM-GMP contingency will be agreed to prior to the submittal of the GMP. The Owner retains the right to specifically request revisions to the amount of the CM-GMP contingency prior to the Owner's acceptance and approval of the GMP.

J. Non-Acceptance of the GMP and Termination of Owner-Construction Manager Contract

1. The Owner, at its sole discretion, may decline to accept the Construction Manager's GMP



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for any Construction Phase and thereupon without penalty, the Contract shall terminate according to its terms at the end of the Pre-Construction Services of the work under contract.

2. In any event, such termination shall likewise terminate all further services and obligations of the Construction Manager. The Construction Manager shall accept the amount given in its Fee Proposal as full and complete reimbursement of all costs and services performed by the Construction Manager for Pre- Construction Services or the Construction Phase services under contract, and shall not be entitled to any further amount for services set forth under or related to this RFQ. Thereafter, the Owner shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the Construction Manager and with full ownership and use of any data and information developed during Pre-Construction activities.
3. Termination under this Section is in addition to the termination provisions set forth elsewhere in the Contract including, but not limited to, the General Conditions.

K. Ownership of Documents

1. All data information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the CM or in the CM's possession or control relating to the Project are the property of the Owner and shall be turned over to the Owner within ten (10) days after the Owner's request.

L. Trade Contractor Pre-Qualification

1. The Construction Manager shall pre-qualify trade contractors in accordance with the Owner's requirements. After the pre-qualified contractors are certified to the Owner by the CM, the CM shall proceed to obtain written, sealed competitive bid form contractors approved by the Owner.
2. The Construction Manager shall conduct Pre-Bid meetings and Award meetings for all Trade Contracts. The CM shall notify the Owner and Project Designer of each such meeting and shall not hold any such meeting outside the presence of the Owner and Project Designer.
3. The Construction Manager may reject all bids and repeat the bidding for the Trade work or re-package the Trade work activity.
4. The CM may verify any trade contract bid as hereinafter provided.

5.02 CONSTRUCTION PHASE SERVICES

The CM Services shall consist of providing Construction Phase services as required to affect the complete construction of the Project within the approved schedule and to maintain the established GMP of the Project.

A. Consultation During Continuing Project Development:

1. Upon acceptance of the GMP, the Construction Manager shall continue to advise and assist the Owner and Project Designer during any continuing Design Activities as



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described in this Section 5.01.

B. Project Construction Costs:

1. The Construction Manager recognizes that the Owner will have a limit on the project construction costs. The Owner's Project Construction Cost limit is set out in the RFQ Data Sheet contained herein. This cost is inclusive of alternates, a General Conditions allowance, CM Fees and the CM-GMP contingency but excludes the Owner / Owner's Construction Contingency. This amount is referred to in this RFQ as the Project Construction Budget, and is the budgetary allocation for all costs included in the final GMP.
2. Upon completion of the work, any and all non-expended funds remaining in any GMP will be retained by the Owner.

C. Project Schedule

1. The CM shall provide a cost and resource loaded critical path method (CPM) schedule utilizing accepted standard computer based software. The scheduling software shall allow for integration of all aspects of the project and provide for coordination of all work to be performed. The scheduling software used by the CM shall be capable of producing and coordinating logic developed network diagrams, and tabular format reports.
2. After acceptance of each GMP and issuance of a construction contract amendment to the CM for a Construction Phase of the Project and within fifteen (15) days of written Construction Notice To Proceed (NTP), the Construction Manager shall submit a preliminary CPM schedule for inclusion in the trade contract bid packages consistent with the time frames submitted during the design phase.
3. The Construction Manager shall develop the complete and final CPM schedule in the form of a CPM network arrow diagram using the Construction Manager's logic and time estimates for each segment of the work and shall be cost loaded, the sum of which totals the GMP exclusive of a CM-GMP contingency, and manpower loaded to complete the work within the scheduled time frames. The arrow network diagram will be drawn in a level of detail suitable for display of salient features of the work, including but not limited to the placing of orders for materials, submission of shop drawings for approval, approval of shop drawings by the Project Designer and the Owner, delivery of material, and all work activities inclusive of punch list agreed to by the Owner. Each work activity shall be assigned a time estimate by the Construction Manager. One-day shall be the smallest time unit used. Data shall also be provided in Gantt form. This cost loaded schedule will be the basis of all invoicing.
4. Upon completion of the Network diagrams, the Construction Manager shall have computer input data prepared, and a computer run made to generate a printout for the project based on the information supplied. In the event the completion date indicated by the schedule exceeds the contractual date, the logic and time estimates used to develop the plan will be reviewed, changes made in the logic and time estimates, and another computer run made to generate a new schedule. This procedure shall be repeated, if necessary, to provide a plan and schedule to meet Owner requirements. All submissions shall be both in hard copy and in electronic format.



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5. Within fifteen (15) days of each Construction Phase Notice-to-Proceed, the final CPM schedule shall be submitted to the Owner for review and approval. This working plan shall show job identification, job duration, manpower loading, cost loading, calendar dates for start and finish of each job, and jobs critical to the completion of the project on schedule. When approved by the Owner, they shall become the working plan and schedule for the project and such information shall be provided to the Contractor for distribution to the Project Team inclusive of all Trade Contractors.
6. The Construction Manager shall review the plan and schedule each month. An updated cost loaded project schedule shall be furnished showing actual completed work at the end of each month in respect to the entire project. The form used shall be approved by the Owner and shall be submitted with the monthly invoice.
7. The Construction Manager shall provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and desired completion dates, review schedule for work not started or incomplete and take the action necessary to meet the required completion date.
8. It is the CM's responsibility to meet the required construction completion dates as noted previously. If the CM finds that action must be taken in order to meet this contractual responsibility, all costs associated with such action are the CM's responsibility within the GMP unless a delay is attributable to the Owner. If the CM finds that the schedule is likely to be impacted by an action or inaction on the part of the Owner, the CM must review the situation with the Owner in a timely manner, and if necessary, to obtain a change order amendment for such work prior to taking any action which has a time and/or cost impact; all change order work shall be governed by the General Conditions as supplemented by the provisions of this Section. All change orders will be settled in full. No caveats for later settlement of time extensions or delays will be accepted.

D. Trade Contracts

1. The CM shall prepare trade contract packages for Principal Trade Contracts, Local Trade Contracts, and for Specialty Trade Contracts.
 - a. One or more Principal Trade Contract packages shall be prepared for each of the General Construction, Electrical, Mechanical, fire protection, and Plumbing divisions of the work of the Project. The CM may prepare Principal Trade Contract packages for other divisions or subdivisions of the work. Each Principal Trade Contractor may be required by the CM to provide such bonds and insurance as the CM may require in the contract package.
 - b. In its proposal the CM shall identify Trade Contract packages that will be selected from the local contracting community.
 - c. The owner's Goal Setting Committee will establish the goals for applicable M/WBE program elements of the project once the CM has established the project budget.
 - d. In conformity with the public policy set forth in NCGS 143-128.2, the public entity shall require the CM to submit its plan for compliance for approval prior to soliciting bids for the project's first-tier subcontractors.



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- e. In conformity with the public policy set forth in NCGS 143-128, no Trade Contract Package, may be awarded other than to the bidder submitting the lowest verified bid.
2. After the owner has pre-qualified principal trade and specialty contractors, the CM shall invite and receive bids from all pre-qualified contractors for each trade package. The CM shall publicly open the bids and then tabulate the bids received on each package. Next, the CM shall determine the apparent low bidder for each package. Upon this determination, the CM shall have the right to review all bid documentation from the apparent low bid contractor to verify the scope of the bid. If the CM's review shows that the low bid contractor fully accounted for all costs associated with the scope of the work on which he was bidding, then the contract shall be awarded to the low bid contractor. If, however, the CM's review shows that the low bid contractor failed to account for all costs associated with the scope of the work on which he was bidding, then the bid may be disqualified at the discretion of the CM or modified to show additional project costs not accounted for. If after modification, the apparent low bid is no longer low, then the CM shall disqualify that bid and consider the next low bid submitted. The CM shall have the right as outlined above to verify the scope of each low bid in the same manner until he determines the lowest verified bid.
 3. The CM will require the Principal Contractors to provide the applicable contract documents including insurance certificates, M/WBE participation schedules, and verification of M/WBE participation (by submission of letters of intent, copies of purchase orders, etc).
 4. All contract documents between the CM and the Trade Contractors shall be made available for review by the Owner.
- E. Project Control
1. Project Staffing
 - a. The Construction Manager's on-site representatives shall manage the work of the Trade Contractors and coordinate the work with the activities and responsibilities of the Owner, Project Designer and Construction Manager to complete the Project in accordance with the Owner's objectives of cost, time and quality.
 - b. The Construction Manager shall maintain a competent and adequate full-time staff approved by the Owner at the Project site to coordinate and provide adequate direction of the work, and to monitor progress of the Sub-Contractors on the Project at all times.
 - c. It is understood that the designated and approved on-site resident CM representatives will remain on the job and in responsible charge as long as those persons remain employed by the CM, unless the Owner has reason to agree otherwise during the course of the project and a contract amendment is issued accordingly by the Owner.
 2. On-site Coordination / Management
 - a. The Construction Manager shall establish an on-site organization and lines of



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authority in order to carry out the overall plans of the Project Team.

- b. The Construction Manager shall conduct orientation sessions for its on-site field staff and Trade Contractor's staff, as applicable, as to the Project Procedures as developed during the Pre-Construction Phase. Owner representatives may attend such sessions.
- c. The Construction Manager will provide for all coordination with the on-site Sub-Contractors the necessary on-site services for the construction activities and on-site requirements of the Construction Manager, Owner and Project Designer.
- d. The Construction Manager shall require all Trade Contractors to submit a Trade Contractor's Daily Report which is to include, but not be limited to, a summary of work performed, information required, status of change order T&M work, materials received, and safety incidents. Such documents shall be available for review by the Owner's on-site representative. A copy of the same shall be provided to the Owner.
- e. The Construction Manager shall accept delivery and arrange for storage, protection and security for any Owner purchased materials, systems and equipment that are a part of the work until such items are turned over to the respective Trade Contractors.

3. Meetings

- a. The Construction Manager shall schedule and conduct regular progress meetings as conditions on the Project require but at least weekly, and the CM shall conduct biweekly owner's meetings and other meetings as may be directed by the Owner, at which Trade Contractors, Owner, Project Designer, and other designated representatives, and the Construction Manager can discuss jointly such matters as progress, scheduling, and construction-related problems. The Construction Manager shall take and distribute complete minutes of meetings to all attendees and others as directed by the Owner within three (3) days of such meetings. Representatives of the Owner may attend meetings and shall in any case receive all notices and minutes of meetings.

F. Requests for Information (RFIs)

1. The CM will be responsible for developing and implementing a RFI form for use on the project.
2. The CM will be responsible for logging and reviewing all RFIs prior to submission to the Owner and the Project Designer. The CM is to ensure that the RFIs submitted are appropriate and not frivolous.
3. The Construction Manager shall be responsible for tracking and monitoring all RFIs throughout the Construction Phase in a timely manner until they are processed by the Project Designer and the Owner.
4. The Construction Manager shall include RFIs as an agenda topic at all Owner meetings and advise the Owner immediately of any delays in their process. All responses to the RFIs that have an added cost impact should also be discussed with the Owner.



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5. The Construction Manager shall develop an RFI aging report that is to be submitted to the Owner at each progress meeting.

G. Substitution Requests

1. The CM will be responsible for logging all substitution requests.
2. The CM will be responsible for reviewing all substitution requests to ensure that they are complete; and, if not, return them to the Trade Contractor for proper submission.
3. The CM will be responsible to review all substitution requests prior to submission to the Project Designer and the Owner. *It is to be noted that the Owner discourages substitutions and the Owner's approval will be granted only upon the most persuasive arguments as to quality, function and financial merit regarding a substitution.*
4. The Construction Manager shall be responsible for tracking and monitoring all substitution requests throughout the Construction Phase until all substitution requests are processed by the Project Designer and the Owner. The CM shall be responsible to see that all substitution requests are submitted in a timely manner per the specifications.
5. The Construction Manager shall include substitution requests, if any, on the agenda topic at the Owner's meetings and advise the Owner immediately of any delays in the substitution request process.

H. Project Photographs

1. The CM shall submit progress photographs monthly in sufficient detail to properly record the work.

I. Cost Control

1. The Construction Manager shall develop and maintain an effective system of Project cost control. He shall refine and update the approved GMP, incorporate Owner approved changes as they occur, and develop reports and forecasts as needed, or as directed by the Owner. He shall identify variances between actual and estimated costs and advise Owner whenever projected cost exceeds allowances or estimates.
2. The Construction Manager shall check and supervise all material deliveries, equipment and labor entering the work site. He shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records, and afford the Owner access to these records and preserve them for a period of three (3) years after final payment. The Owner reserves the right to audit these records during that period.

J. Quality Control / Inspection

1. The Construction Manager shall perform quality control inspections on the work of the Trade Contractors to guard the Owner against defects and deficiencies in the work and shall coordinate this activity with the on-site duties of the Project Designer. He shall advise the Project Designer of any apparent variation and deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and



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deviations from the intent of the Contract Documents. CM shall provide one set of all inspection reports (in binder form) as part of the bi-weekly job progress meetings.

2. The Owner reserves the right to independently contract for compliance inspection and testing.
3. The Construction Manager shall track deficiencies submitted by the Owner and the Project Designer, as well as those noted in item 1 above.
4. The Project Designer shall, in all cases, make final interpretation of the Contract Documents and rule on compliance of the Work.

K. Project Safety

1. The CM shall develop and implement a project safety program in accordance with the General Condition and applicable regulations.
2. The CM shall report, to the Owner, as part of each monthly report any safety violations and actions taken to protect the safety of persons and property engaged in the work.

L. Change in Scope and Change in GMP

1. The Owner unilaterally at any time by written order (via a change order amendment) may make changes within the general scope of the work to be performed under the Contract.
 - a. Changes in the scope of work to be performed during the Construction Phase shall be governed by the General Conditions, as supplemented by the provisions of this Section. Notwithstanding anything in the General Conditions, the provisions thereof shall apply only to work to be performed in the Construction Phase.
 - b. The Construction Manager shall notify the Owner in writing with detailed cost supportive data (and copy to Project Designer) if an apparent change in scope or design will require a change in the GMP.
 - c. It is understood and agreed that refinement and detailing may be accomplished from time to time with respect to the drawings and specifications. No adjustment in the Guaranteed Maximum Price or the Scheduled Completion Date shall be made unless such refinement or detailing results in changes in the scope and/or design of the Project, as determined by the Owner. Nothing herein shall be construed to preclude the Owner from ordering minor changes in the Work not involving increases in cost, consistent with the intent of the Contract Documents. As indicated in Section 5.011 above: "Contingencies", no Change Order will be issued for resolution of conflicts in the documents which are to be covered by the CM contingency. No change order expenditures can be made against this contract without written approval by the Owner's designated representative via the issuance of a change order amendment of the CM's contract by the Owner.
 - d. The Owner and Project Designer will review the Construction Manager's analysis and cost data and advise the Construction Manager of their findings. The Owner and Construction Manager shall reach agreement on the nature of the subject change and upon the Owner's direction eliminate the circumstances of the change or



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negotiate a mutually agreed cost change to be made to the GMP. The Construction Manager shall notify the Project Designer and the Owner of such changes before trade bids for the work associated are requested.

- e. Changes to the GMP will only be made as a result of documented and Owner approved decisions with the issuance of a Change Order approved by the Owner and the Project Designer.
 2. The Construction Manager shall develop and implement a system for review, negotiation, and processing of proposed Change Orders. He shall, with complete supporting data, recommend necessary desirable changes to the Owner and the Project Designer for approval.
 3. There will be no CM mark-up for any change order work. Rather, change order proposals will consist of actual costs only; that is, Trade Contractors' change order proposals and General Conditions items, if applicable, only.
 4. All costs associated with scope reductions shall revert to the Owner in full.
- M. Shop Drawing Review / Processing
1. The CM will be responsible for logging all shop drawings / submittals prior to submission to the Owner and the Project Designer. The CM is to ensure that shop drawing / submittal packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.
 2. The Construction Manager shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings / submittals, including the projected lead-time on the CPM schedule. He shall review this system with the Owner and the Project Designer, and obtain the Owner's approval prior to implementation.
 3. The Construction Manager shall be responsible for tracking and monitoring all shop drawings / submittals throughout the Construction Phase until all shop drawings / submittals have been approved by the Project Designer and the Owner.
 4. The Construction Manager shall include shop drawings as an agenda item on all Owner meetings and advise the Owner immediately of any delays in the shop drawing / submittal process.
 5. The Construction Manager shall develop a shop drawing / submittal aging report which is to be submitted to the Owner's Project Manager at each bi-weekly progress meeting.
- N. Project Site Documents
1. The Construction Manager shall devise, implement and maintain at the Project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, RFI's, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and any other documents and revisions thereto which arise out of the Contract or the work. These documents shall be readily available to the Owner any time during the performance of this contract.



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- O. Claims Avoidance / Resolution --- See Standard General Conditions and amendments thereto.
- P. Reports
 - 1. General
 - a. The CM shall keep accurate and detailed written records of project progress during all stages of construction.
 - b. The CM shall submit the required reports to the Owner on the status of construction, including update copies of all logs maintained at the site for change orders, claims, submittals, etc.
 - 2. Daily Diary
 - a. The CM shall maintain a detailed daily diary of all events, which occur at the jobsite or elsewhere, and which affect, or may be expected to affect, project progress. The diary shall record weather data, including minimum and maximum temperatures, precipitation type and amount, sky conditions, and wind velocities. The diary shall also record all visitors, and include a detailed list of all material deliveries to the site. The diary shall be available to the Owner at all times and shall be turned over to the Owner upon completion of the contract.
 - 3. Daily Reports
 - a. The CM shall compile a summary daily report consisting of the following for submittal to the Owner:
 - 1) The CM's Daily Diary.
 - 2) The construction contractor's daily report describing the construction activities of the day along with manpower and equipment usage, including that of the subcontractors.
 - 4. The Construction Manager shall provide to the Owner on a monthly basis (every 30 days beginning 30 days from the issuance of the Notice to Proceed for a Construction Phase) or at the Owner's request, a written report inclusive of the items noted below.
 - 5. Within ten (10) days of issuance of the Construction Phase Notice-to-Proceed, the CM is to submit to the Owner the report formats for each of these reports and prior to implementation, the CM must obtain the Owner's approval of these formats.
 - 6. The monthly report by the CM is to include the items noted below.
 - a. Project Status: Overall summary of the project status to date for the Project inclusive of information on the Trade Contractors' Work and the percentage of completion for the Project.
 - b. Schedule: Revised project schedules with a summary statement as to the status of



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construction for the Project, and major milestones (achieved and slipped), including a discussion of each slippage and proposed recovery plan.

- c. Cost Status: Overall summary of the financial status of the project with the cost control report including all of the items indicated in Article I above "Cost Control".
- d. Change Order: A summary statement as to the status of change orders for the Project inclusive of potential change orders, approved change order and rejected / voided change orders as well as change order which require the Owner's immediate attention.
- e. Shop Drawings / Submittal and RFIs: A summary statement as to the status of shop drawings / submittal and RFIs for the Project inclusive of items requiring the Owner and/or the Project Designer's immediate attention.
- f. Quality Control / Inspections: A summary statement as to the status of quality control / inspections for the Project including, but not limited to, number and type of inspections made, overall project quality to date, and recommendations.
- g. Current construction and cost issues with proposed solutions for resolution.
- h. A copy of monthly photographs highlighting the current progress, as necessary
- i. A 30 and 60 day look ahead report.
- j. An accident report.

Q. Contract Close-Out

1. The Construction Manager is responsible for compliance with all Contract Close Out items per the Contract Documents. He shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals.
2. With mechanical and electrical equipment, the Construction Manager is to obtain the Operating and Maintenance (O&M) manuals at least four (4) months prior to the demonstration for such equipment. These O&M manuals are to be sent to the Owner's Project Manager who is to forward one (1) set to the Owner's department responsible for maintaining the facility for review prior to the equipment demonstration.
3. The Construction Manager is to work closely with the Owner as to the procedures and schedule for Contract Close-Out and the contractual obligations therein.
4. The Construction Manager is to work closely with the Owner's Building Commissioning Agent throughout the design, construction, and close-out phases of the project
5. At the completion of the Project and before final payment, the CM shall deliver all such records to the Owner along with a complete set of as-built drawings for use by the Project Designer in preparing Record Drawings.

R. Separate Contracts



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1. Without invalidating the relationships with the Construction Manager, the Owner reserves the right to let other contracts in connection with the project, the work under which shall proceed simultaneously with the execution of the Construction Manager's work. The Construction Manager shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Construction Manager shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Construction Manager from carrying out his work according to the plans and specifications, the Construction Manager shall immediately notify the Project Designer and the Owner upon discovering such conditions.

END OF SECTION



Request for Qualifications Construction Manager "At-Risk"

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APPENDICES



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APPENDIX A

M/WBE Participation

The City's policy is to promote the economic inclusion and full and equitable utilization of minority and women owned businesses in the Greensboro marketplace. Pursuant to the City of Greensboro Minority/Women Business Enterprise Program Plan for Construction, Professional Services, Goods and Other Services Section VI.D.3, Respondents that team up with a certified M/WBE firm located in the Greensboro MSA may be assigned additional evaluation points. The percentage of evaluation points awarded to a Respondent for a teaming arrangement will be based upon the relative value of participation of the certified M/WBE. M/WBE participants may not subcontract more than 49% of the contract value to non-M/WBE firms. If a subcontractor (M/WBE or non-M/WBE) is used, complete Affidavit C and submit with your response.

Name of Prime Contractor: _____ Project Name: _____

The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization
**Only MWBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro MSA (Guilford, Randolph, Rockingham, Forsyth, Stokes, Davie, Yadkin, Davidson, Alamance and Surry Counties) will be counted towards the MWBE goal(s).				Total NON-M/WBE Utilization Commitment	
				Total MBE Utilization Commitment	
				Total WBE Utilization Commitment	

(Submit Additional pages, if necessary)

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.
 The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.

Date: _____ Name of Authorized Officer: _____

Signature: _____ Title: _____

State of _____ County of _____

Notary Public _____ My commission expires: _____

SEAL

General Contractor

ID	License	Company Name	Contact Name	Address	City, State	Zip	Phone	Email
M	74875-L Building	A to Z Renovaions and Facilities Maintenance	West, Waunzina	P.O. Box 1401	Kernersville, NC	27285	(336)655-5274	rubizz@bellsouth.net
M	73557-U Building	A Vogt Construction	Vogt, Anthony	3819 Raintree Drive	Greensboro, NC	27407	(336)420-8623	anthony.avconstruction@gmail.com
M	65796-U Building, Highway	ASJ Wilson Construction	Wilson, Josephus	415 Pisgah Church RD	Grensboro, NC	27455	(336)272-7722	asjwilson1@gmail.com
M	77766-U Bilding	Beautiful Investiments, INC	Bain, Kenneth	4045 Payne Road	High Point, NC	27265	(336)740-0530	kenneth.bain@binvestinc.com
M	64914-UL Building	C2 Contractors	Lamberth, Cornelious	405 Banner Avenue	Greensboro, NC	27401	(336) 379-8806	Ursula@c2contractorsllc.com
M	72867-Unlimited Unclassified	Civil Siteworks, Inc.	Alston, Bryan	624B Walker Avenue	Greensboro, NC	27401	336-707-7615	bkalstonPE@gmail.com
M	67844-I Highway, PU(W&S)	Clement Construction	Clement, Phillip	3735 Beeson Dairy Rd.	Winston-Salem, NC	27105	(336)661-2488	clementconst@yahoo.com
M	38324-L Building, Highway	Construction Concepts and Design	McClain, Clifford	1922 S. MLK Drive	Winston Salem, NC	27107	(336)488-7112	constructionconceptsanddesign@gmail.com
M	78202-L Building	Gilgeours Construction Corp	Gilgeours, Lisa	2500 E. Bessemer Avenue	Greensboro, NC	27405	(336)558-6572	gilgeoursconstruction@gmail.com; lgilgeours@gilgeoursconstruction.com
M	66892-L Building	Icore Service Company	Lamberth, Cornelious	4216A Queen Beth Dr	Greensboro, NC	27405	(336)274-2394	ihlamb@hotmail.com
M	70689-L Building	J.S. Mention Construction, LLC	Mention, Jamal	1451 South Elm - Eugene St	Greensboro, NC	27406	(336)373-1911	jamalmention@jsmention.com
M	67490-L Building	JCG & Associates Corp.	Greene, John	612 Martin St	Greensboro, NC	27406	(336)763-7951	vhayes@jcgandassociates.org; john@jcgandassociates.org
M	29399-L Building	Kelly Construction Co.	Kelly, Johnny	P.O. Box 36439	Greensboro, NC	27416	(336)272-9721	johnnykelly@constructionkelly.com
M	72826-U Building	Nesmith Construction, LLc	McNeal, Maurice	1212 Portland Street	GREENSBORO, NC	27403	(336) 202-1385	maurice.mcneal@nesmithconstruction.com ;rnesmithconstructionnc@yahoo.com
M	47772-I Building	O.U.Chavis Contracting Corp.	Chavis, Odysseus	P.O. Box 36199	Greensboro, NC	27406	(336)378-0072	ochavis@triad.rr.com; chaviso06@gmail.com
M	64702-L Building, Highway	Praylor Construction Company	Praylor, Michael	4005 Pond Valley Ct	Mc Leansville, NC	27301	(336)471-8987	mpraylor@aol.com
M	50442-UL Building	Premier Design Builders, Inc	Witherspoon, John-Troy	214 East Mountain Street, Ste. 100	Kernersville, NC	27284	(336)992-8720	jt@premierdesignbuilders.com
M	34046-I Building, PU(W&S)	Pull Construction Company, Inc	Frazelle, Kenneth	PO Box 16725	Greensboro, NC	27416	(336)274-6813	frazelle73@yahoo.com
M	72008-L Building	RFI Construction LLC	Burrows, Rupert	1451 S. Elm Eugene St. Suite	Greensboro, NC	27406	(336)510-0441	rburrows@rficonstruction.com

General Contractor

M	78308-L Highway	Samson Construction	Toliver, Samuel	8025 North Point blvd suite 290	Winston Salem, NC	27106	(336)831-7098	samsonsconstruction@samsonsinc.com
M	71314-L Building	Scott's Ltd Inc	Scott, Devin	363 Quick Silver Dr.	Winston-Salem, NC	27127	(336)251-4761	devin@devinscottconstruction.com
M	61706-U Building	SRS Inc.	Edwards, Monte	PO Box 38771	Greensboro, NC	27438	336-580-9000	medwards@srsincorp.com
M	74113-L Building	Sterling Construction Svcs	Addo, Lee	615 Saint George Square Court,	Winston-Salem, NC	27104	(336) 978-2631	laddo@sterlingconstructionservices.net
M	75312-L Building	Team J Construction Company	McClain, Joannette	3860 Dayton Street	Winston-Salem, NC	27105	(336)661-1529	jm_pete@juno.com
M	63557-U Building, Highway	W.C. Construction Co	Cockerham Jr., William	P.O. Box 25051	Winston Salem, NC	27114	(336)721-3420	alesia@wconstructionco.com
M	65203- L, Building	WWW.Contractors, LLC	Winchester, Woodrow	912 Fairgreen Rd	Greensboro, NC	27410	(336)517-7165	woodrowwinchester1@gmail.com
W	68764-L PU(W&S)	A&D Enterprises, Inc	Hodges, Angela	2975 Motsinger Road	Winston-Salem, NC	27107	(336)769-2924	dhodges1958@triad.rr.com
W	62429-U Building	Abatemaster Inc.	Tesh, Angela	P.O. Box 12367	Winston-Salem, NC	27117	(336)731-4396	angela_abatemaster@yahoo.com
W	64230-U Building, Highway	Atlantic Contracting Company	Kattan, Niveen	PO Box 49559	Greensboro, NC		(336)931-3109	niveen@atlanticcontractinginc.com; hani@atlanticcontractinginc.com;
W	25985-I Building	C.R.Beaver, Inc.	Beaver, Joy	5655 Regents Park Rd.	Kernersville, NC	27284	336-996-8829	joy@crbeaver.com
W	61078-U Building, Highway	Carolina Environmental Contracting	Cheatham, Joanne	P.O. Box 1905	Mount Airy, NC	27030	(336)320-3849	ceci@carolinaenvironmentalcontracting.com;Joanne@carolinaenvironmentalcontracting.com
W	23249-L Building	Conrad & Conrad Inc.	Conrad, Angela	6080 Styers Ferry Rd.	Clemmons, NC	27012	(336)766-7252	jack@conradandconrad.com
W	9502-UL Building	Davidson Sash & Door	Worley, Jane	1358 Piedmont Drive	Lexington, NC	27295	(336)249-0276	jworley@davidsonsash.com
W	76688-L Building	DCH Enterprises	Gravely, Cooky	P.O. Box 993	Mount Airy, NC	27030	(336)789-1893	;angela@dcenterprisesinc.com
W	21206-UL Building	Demolition & Asbestos Removal	Mitchell, Benita	4716 Hilltop Road	Greensboro, NC	27407	336-510-4021	bgmitchell@daricorp.com
W	65274-UL Building	Downs Construction Co	Downs, Tammy	228 Cedar Lodge Drive	Thomasville, NC	27360	(336)472-2378	tldowns@downsconstruction.net
W	12519-U PU(Water& Sewer)	Garner-Murphy Construction Inc.	Murphy, Robin	130 Chuck Garner Trail	Graham, NC	27253	(336)226-7492	rgmurphy@triadbiz.rr.com
W	76693-UL Building, PU	Gen3 Energy Services, LLC	Lichtenstein, R.Tim	PO Box 16086	Greensboro, NC	27416	336-808-5615	Tim@gen3energy.com
W	6945-L Building, PU(W&S)	Jessup Service Company	Brown, Suzanne	2517 Fairview street	Greensboro, NC	27405	(336)288-5356	sbrown@jessupco.com

General Contractor

W	39152-I Building	M. MICHAEL ELKIS CO	Covington, Leigh	PO Box 49128	Greensboro, NC	27419	(336)299-2213	lcovington@melkis.com
W	56989-UL Building,	Midsouth Irrigation	Parker, Tina	PO Box 297	Lewesville, NC	27023	336-765-7475	shawn@midsouthirrigation.com
W	73095-UL Building, PU(W&S)	Muter Construction, LLC	Muter, Beth	105-4 E. Center Street	Mebane, NC	27302	(919)404-8330	bmuter@muterconstruction.com
W	73967-L Building	Nall Construction Company, Inc.	Nall, Elizabeth	PO Box 103	Gibsonville, NC	27249	(336)707-9735	nallconstruction@gmail.com
W	70444-UL Highway	P&S Grading LLC	Bolick, Karen	4211 Belvoir Drive	Greensboro, NC	27406	336-601-4557	karen@psgrading.com
W	61552 UL Building, PU(W&S)	Page and associates inc.	scott, mary jane	153 B Furlong Ind Dr	Kernersville, NC	27284	(336)996-5013	Maryjane@pageinc.us
W	66169-L Building	Piedmont Fence Inc.	West, Carrie	163 South Village Drive	Winston-Salem, NC	27127	(336)764-1163	cwest@pedmontfence.com
W	49859-U Highway, PU	Regional Site Solutions, Inc	Clodfelter, Jill	5985 Old Mendenhall Road	Archdale, NC	27263	(336)841-6342	jclodfelter@northstate.net
W	12243- L Building	Sides Contracting Co., Inc.	Sides, Susan	1010 American Way	Welcome, NC	27374	(336)249-8300	regina@sidesseeding.com
W	51498-L Building, PU(Comm)	Sink Tower Erection Co., Inc.	Sink, Kathy	183 Bradley Tysinger Rd	Lexington, NC	27295	(336)784-6867	sinktower@aol.com
W	50886-U Building	T & T Abatement	Evans, Toni	PO box 73	Wallburg, NC	27373	(336)710-3298	tandtabatement@yahoo.com
W	65034-L Building,PU (Water, Sewer)	Water Purification Consultants	Sawyer, Jean	PO Box 25391	Winston-Salem, NC	27114	(336)724-4664	lmsawyer@waterpuro.com
W	41878-U, Highway	Yadkin Valley Paving	Ferguson, Gina	121 Cloverleaf Dr	Winston-Salem, NC	27103	(336)765-7900	ginaferguson@yadkinvalleypaving.com



Request for Qualifications Construction Manager "At-Risk"

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APPENDIX B

Special Instructions To Respondents Regarding Compliance with The City of Greensboro Minority and Women Business Enterprise (M/WBE) Program

**Special Instructions
To Respondents Regarding
Compliance with
The City of Greensboro
Minority and Women Business
Enterprise (M/WBE) Program**

Effective: January 1, 2014



**Greensboro City Council
Melvin Municipal Office Building
Greensboro, North Carolina 27402**

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Pursuant to Chapter 2, Article IV, Division 2, Section 2-117, of the Greensboro Code of Ordinances the Minority/Women Business Enterprise program plan was adopted to promote the economic inclusion and full equitable utilization and development of firms that engage in business with the City in the Greensboro Marketplace

I. STATEMENT OF POLICY

It is the policy of the City not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of age, color, biological sex, disability, national origin, race, religion, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace.

II. COMMERCIAL NONDISCRIMINATION POLICY

"The undersigned Respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A. 1."

III. DEFINITIONS

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of Greensboro contracts is established each year for Construction, Professional Services, Goods and Other Services Contracts. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) on an annual basis based upon relative M/WBE availability data to be collected by the City through its Centralized Bidder Registration (“CBR”) system. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contractor subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process which may evaluate factors other than price. Evaluation criteria for selection may include a Respondent’s previous experience and quality of product or services procured, and other factors identified in the applicable solicitation.

Bidder / Participant – Any person, firm, company, partnership, corporation, association, or joint venture seeking to be awarded a contract or subcontract on a project that is at least partially funded or supported in a pecuniary fashion by the City.

Certification – the process by which the M/WBE Office determines a firm to be a bona-fide minority or women-owned business enterprise. A firm may apply for multiple Certifications that cover each status category (e.g., MBE or WBE) for which it is able to satisfy eligibility standards. The M/WBE staff may contract these certification services to a State, regional Certification agency or other entity that agrees to abide by the City’s standards and criteria for certification. For purposes of Certification, the City accepts any firm that is certified by the State of North Carolina Secretary of Administration, local government entities, and other organizations identified herein that have been determined by the City Manager or his designee to have adopted Certification standards and procedures similar to those followed by the M/WBE Program, provided the prospective firm satisfies the eligibility requirements set forth in this Program Plan.

City – refers to the City of Greensboro, NC.

Commercially Useful Function – an M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually

performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra Respondent in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful M/WBE participation, when in similar transactions in which M/WBE firms do not participate, there is no such role performed.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Evaluation Preference – A Program Element that may be applied by the Goal Setting Committee to Construction, Professional Services, Goods and Other Services contracts that are to be awarded on a basis that includes factors other than lowest price (i.e., Best Value Contracting), and wherein responses that are submitted to the City by M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents or Bidder / Participants.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that is valued at \$30,000 or greater, and that requires formal advertisement in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive, or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee that includes, at a minimum, the M/WBE Facilitator or designee, and /or the Director of Financial and Administrative Services, and / or the Director of Engineering and Inspections or their designees, and the Director or designee of the Originating Department (assuming the Originating Department is neither the Financial and Administrative Services Department nor the Engineering and Inspections Department) all without duplication of designees. The City Manager or designee may also appoint two ex-officio members of the M/WBE Coordinating Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes M/WBE Program Goals for the City of Greensboro (e.g., Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals) based upon Industry Categories, vendor availability and project-specific characteristics. The GSC also makes determinations about which Program Elements are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent’s intent to comply with M/WBE Program Goals and procedures as described in section IX of the M/WBE Special Instructions.

Greensboro Metropolitan Statistical Area (MSA)– also known as the Relevant Marketplace, the 10-county Greensboro – Winston-Salem – High Point geographic market area from which the City’s MGT Disparity Study Update analyzed contract utilization and availability data for disparity (currently including the counties of Guilford, Randolph, Rockingham, Alamance, Surry, Davidson, Davie, Forsyth, Stokes, and Yadkin).

Industry Categories – procurement groupings for the City of Greensboro inclusive of Construction, Professional Services, and Goods and Other Services (i.e., manufacturing, wholesale and retail distribution of commodities and non-professional services). This term may sometimes be referred to as “business categories.”

Minority/Women Business Enterprise (M/WBE) – any firm that is certified as either a **Minority Business Enterprise** or as a **Women Business Enterprise**, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more of the identified Minority Group Members and/or women as indicated herein by Industry Category, and that is ready, willing and able to sell goods or services that are purchased by the City of Greensboro:

The categories of Minority Group Members and/or women that are eligible for certification as owning, managing, and controlling M/WBEs by Industry Categories are narrowly tailored based upon Disparity Study Update results as follows:

Goods and Other Services: African-Americans, Hispanic-Americans, and Non-Minority females

Professional Services: African-Americans, Hispanic-Americans, Native Americans, and Non-Minority females

Construction Prime Contracting: African-Americans and non-Minority females

Construction Subcontracting: African-Americans, Hispanic-Americans, Asian-Americans, Native Americans, and Non-Minority females

M/WBE Evaluation Preference – a Program Element that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction Manager, Construction Manager at Risk, and Professional Services contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the **Significant Business Presence** requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Program Plan is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands regardless of race.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes of North America as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the City department or authorized representative of the City which issues a solicitation, or for which a solicitation is issued on behalf of, for its purchase of goods or services.

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for the degree of M/WBE participation of a Respondent team as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of Greensboro for purposes of providing goods or services for the City.

Relevant Marketplace – also known as “Greensboro Metropolitan Statistical Area,” the geographic market area for application of the M/WBE Program, as determined for purposes of collecting data for the MGT disparity study (and for determining eligibility for participation under various Program Elements established by this Program Plan) is defined as the Greensboro Metropolitan Statistical Area (Greensboro – Winston-Salem – High Point MSA), currently including the ten counties of Guilford, Randolph, Rockingham, Alamance, Surry, Davidson, Davie, Forsyth, Stokes, and Yadkin.

Respondent – a vendor or Bidder / Participant submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with M/WBE Program requirements.

Significant Business Presence – to qualify for this Program, an M/WBE firm must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the ten counties that make up the Greensboro Metropolitan Statistical Area (Greensboro MSA), and from which at least 25% of its total full-time, part-time and contract employees are regularly based, and from which a substantial role in the M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to contract execution by the City and issuance of a Notice to Proceed.

Utilization Documentation – a binding part of the contract which includes the name of all Subcontractors to be utilized in the contract, specifying the M/WBE Certification category for each, as approved by the M/WBE Respondent. Additions, deletions or modifications of the utilization amounts or substitutions or deletions of M/WBE Subcontractors require an amendment to be approved by the M/WBE Office or designee.

Women Business Enterprises (WBE) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Program Plan as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority female Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Program Plan is not inclusive of MBEs.

IV. PROGRAM COMPLIANCE RESPONSIBILITIES

Responsibility for M/WBE Program Plan Compliance is shared as follows:

M/WBE Program

The M/WBE Coordinator or designee, has primary responsibility for undertaking investigations to ensure that Originating Departments and City vendors are complying with the provision of this Plan. In the event of non-compliance, the M/WBE Coordinator or designee recommends the imposition of appropriate penalties and sanctions. In addition, the M/WBE Coordinator or designee has authority for general oversight and management of the Goal Setting Committee process, certification, graduation, Good Faith Efforts and waiver evaluations, and reporting.

Vendor Responsibilities

- a) Permit the M/WBE Office to inspect any relevant matter, including records and the jobsite, and to interview Subcontractors and workers (field compliance);

- b) Submit accurate progress payment information with each invoice for each of its Subcontractors, including M/WBE Subcontractors;
- c) Ensure that all Subcontractors are paid any undisputed amount to which the Subcontractor is entitled within 10 calendar days of receiving a progress or final payment from the City and otherwise comply with City's contract terms and conditions which sets forth the obligations of the Prime Contractor and Subcontractors and the remedies for delinquency or nonpayment of undisputed amounts.
- d) Notify the City in writing of any changes to their subcontracting plan. All changes (substitution and/or termination) must be approved in advance and in writing by the M/WBE Office.
- e) Unforeseen circumstances:
 - If at any time after submission of a solicitation response and before execution of a contract, the apparent successful Respondent determines that a certified M/WBE listed on the participation schedule has become or will become unavailable, then the apparent successful Respondent shall immediately notify the M/WBE Office.
 - Any desired change in the M/WBE participation schedule shall be approved in advance by the M/WBE Office and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified M/WBE Subcontractor (as appropriate) to perform the work.
 - Submit a waiver request to the M/WBE Office in the event such Good Faith Efforts are unsuccessful.
 - Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the M/WBE Office.
- f) Notify the Originating Department and M/WBE Office of transfer or assignment of contract with the City.
- g) Retain a record of all subcontractor payments for a minimum of four years following projection termination date.

V. EVALUATION PANEL

For each Solicitation that uses Best Value Contracting as the method of procurement, the Originating Department shall form an evaluation panel consisting of no fewer than five persons for purposes of reviewing and scoring proposals and making the selection of the vendor or contractor for contract award purposes. At least one of the representatives on the evaluation panel shall be the M/WBE Manager or representative. At least one of the other evaluation panel members shall be from a City department other than the Originating Department. Each evaluation panel member is responsible for thoroughly reviewing and fairly scoring each responsive proposal to the best of his or her ability consistent with the selection criteria posted in the solicitation.

VI. M/WBE PARTICIPATION REQUIREMENTS

Pursuant to the City of Greensboro Minority/Women Business Enterprise Program Plan for Construction, Professional Services, Goods and Other Services Section VI.D.3 respondents that are certified MBE/WBE firms and eligible to participate in the City's M/WBE program may be assigned up to 20% of the total available selection criteria Points as part of the City's M/WBE Prime Contractor capacity building initiative. Any M/WBE Prime Contractor that is awarded a prime contract under this Program Element may not subcontract more than 49% of the contract value to non-M/WBE firms. Lesser percentages of the total available selection criteria Points may be assigned to respondents based upon the relative value of eligible certified M/WBE firm participation that they have included on their teams for purposes of performing a Commercially Useful Function.

The following Minority Group Members and/or Women: *African-Americans, Hispanic Americans, Native Americans, and non-Minority females* are eligible to be counted for M/WBE utilization.

The M/WBE Prime and/or Subcontractor Participation Requirements are as follows:

<i>Description</i>	<i>Score</i>
<i>Respondent has proposed to team with a certified M/WBE firm located in the Greensboro MSA</i>	20

M/WBE DOCUMENTATION

Affidavit C, Subcontractor Utilization Commitment ***must be submitted with the proposal to document M//WBW Utilization*** (M/WBE and Non-M/WBE subcontractors) on the contract. *If no subcontractors are utilized, the respondent shall enter zero on the Total MBE, WBE and Non-M/WBE Utilization Commitment lines. Blank forms will not be deemed to represent zero participation.*

Affidavit D, Letter of Intent to Perform as an M/WBE Subcontractor must be submitted for each M/WBE firm proposed for use on the contract within three days of being notified as the successful respondent.

Affidavit G, Subcontractor Utilization Payment Report must be submitted on a monthly basis or as payment is rendered, if applicable.

VII. PRE-PROPOSAL CONFERENCE

A pre-proposal conference may be held for all prospective Respondents and M/WBEs for the purpose of explaining the provisions and applications of this program and answering questions regarding the process for responding to the proposal and making their oral presentation. Upon request, data on M/WBEs interested and/or capable of engaging in the prospective contract shall be made available to prospective Respondents, contractors, and subcontractors.

VIII. CALCULATION OF M/WBE PARTICIPATION IN CONTRACTS AWARDED

The degree of participation by minority-majority joint ventures, M/WBE contractors and M/WBE suppliers in contracts awarded will be counted as follows:

- A. The City may count as its M/WBE participation only expenditures to MWBE firms that perform a commercially useful function in the work of a contract. An M/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To determine whether an M/WBE is performing a commercially useful function, the City will take into account the amount of work subcontracted, industry practices, and other relevant factors.
- B. An M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra Respondent in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful M/WBE participation, when in similar transactions in which M/WBE firms do not participate, there is no such role performed.
- C. The total dollar value of a contract to an M/WBE owned and controlled by both minority males and non- minority females is counted as participation for minorities and women respectively, in proportion of the percentage of ownership and control of each group in business. The total dollar value of an M/WBE owned and controlled by minority women is counted as either the minorities' or women's participation, but not both.
- D. The total dollar value of participation by a certified M/WBE will be based upon the value of work actually performed by the M/WBE and the actual payments to M/WBE firms by the Contractor.
- E. Consistent with normal industry practices, an M/WBE firm may enter into subcontracts. However, the value of the subcontract work may be counted toward the M/WBE goals only if the subcontractor is an M/WBE. Work subcontracted to non-M/WBE firms will not be counted towards the M/WBE goals.

IX. PROCEDURES TO ENSURE RESPONDENTS MAKE GOOD FAITH EFFORTS TO PROVIDE EQUAL OPPORTUNITY TO M/WBE FIRMS TO PARTICIPATE ON THE CONTRACT

The Respondent shall make reasonable Good Faith Efforts to solicit proposals from individual certified M/WBEs having their principal place of business or a Significant Business Presence in the 10-county area that is defined as the Greensboro MSA whenever they are a potential source for services necessary to perform the contract. Such solicitations shall occur no less than ten days in advance of the City's proposal due date.

A Respondent shall consider subcontractor proposals received from M/WBEs. If a proposal is rejected, the Respondent shall state in writing the reasons for the rejection.

The M/WBE Office will may take into account following:

- a) Timely solicitation of proposals/qualification statements from all qualified M/WBE firms available to perform subcontracts for a Commercially Useful Function on behalf of the Respondent;
- b) Documentation of the Respondent's attendance at any pre-proposal conference meetings that was scheduled by the City;
- c) Documentation of the Respondents efforts to subdivide work for subcontracting purposes to enhance opportunities for M/WBE firms;
- d) Documentation of good faith negotiations between the Respondent and all of its prospective subcontractors;
- e) Documentation of consultations with trade associations and consultants that represent the interests of M/WBEs in order to identify qualified and available M/WBE Subcontractors;
- f) Documentation of good faith efforts to utilize "other" categories of certified M/WBE firms.

DETERMINATION OF PROGRAM COMPLIANCE AND NON-COMPLIANCE

1. The M/WBE Office, along with contracting staff of each City department shall monitor compliance with the Program Element requirements during the term of the contract. This can be done through documentation, site visits, inspections, etc., with periodic reports to the M/WBE Program Office.
2. If it is determined that there is cause to believe that a Prime contractor or subcontractor has failed to comply with any of the requirements of this Program Plan, or with the contract provisions pertaining to M/WBE utilization, the M/WBE Office so notify the Originating Department and the contractor.
3. The M/WBE Manager or designee may require such reports, information and documentation from contractors, and the head of any City department, division or office as are reasonably

necessary to determine compliance with the Program Plan requirements, within fifteen (15) calendar days after the notice of noncompliance.

4. If the requested materials are not received within fifteen (15) calendar days, then a finding of noncompliance is determined and appropriate penalties and sanctions will apply as stated in Section VIII of this Special Instructions to Respondents.
5. It shall be the joint responsibility of the M/WBE Manager or designee and the Director of the Originating Department or designee to attempt to resolve the noncompliance with the requirements of this Program Plan, or the contract provisions pertaining to M/WBE utilization, within fifteen (15) calendar days.
6. If noncompliance cannot be resolved within the fifteen (15) calendar days, the M/WBE Manager or designee and the Director of the Originating Department or designee shall submit written recommendations to the City Manager or designee and if the City Manager or designee concurs with the finding, such sanctions as stated in Section IX of this Special Instructions to Respondents shall be imposed.
7. Problems with compliance when appropriate will be referred to the "Good Faith" Committee. M/WBE Office and a representative from the Legal Department will serve as liaisons to the Committee.
8. Upon a preliminary determination of noncompliance by the operating department and M/WBE Office, the "Good Faith" Committee shall receive all supporting data of good faith efforts from the Originating Department and shall cause a contractor to be duly notified that the "Good Faith" Committee shall conduct a hearing with the contractor and/or his representative. The Contractor may be represented and may present evidence and submit documentation pertaining to good faith efforts to provide equal opportunity for M/WBEs certified with the North Carolina Secretary of Administration to participate in subcontracting and significant material supplier opportunities available under the prime contract.
9. The "Good Faith" Committee will make its determination on the adequacy of the good faith efforts and report its findings and any sanctions imposed to the Contractor within five (5) calendar days of the conclusion of the hearing. The Contractor may appeal the decision rendered by the "Good Faith" Committee to the City Manager, or his designee in writing within five (5) calendar days of notification of the Committee's decision, but not otherwise.
10. The City Manager or his designee shall schedule a hearing with the contractor and/or his representative. The record of the "Good Faith" Committee hearing shall be presented on behalf of the Contractor and the City. The City Manager or his designee shall make a decision and notify the Contractor within five (5) calendar days following the hearing. The decision of the City Manager or his designee shall be final.

X. SANCTIONS

Upon determination and recommendation of sanctions by the City Manager or designee regarding the failure of a contractor, vendor, Respondent or other business representative to comply with any portion of this Program Plan, the non-complying party shall be subject to any or all of the following penalties:

- a) Suspension of contract;
- b) Withholding of funds;
- c) Rescission of contract based upon a material breach of contract pertaining to M/WBE Program compliance;
- d) Refusal to accept a response or proposal; and
- e) Disqualification of a Respondent, contractor or other business from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

It is a violation of this Program Plan to:

- a) Fraudulently obtain, retain or attempt to obtain, retain or aid another in fraudulently obtaining, retaining or attempting to obtain or retain Certification status as an MBE, WBE, or M/WBE for purposes of this Program Plan.
- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of this Program Plan.
- c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an M/WBE.
- d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of this Program Plan.
- e) Make false statements to any entity that any other entity is or is not certified as an M/WBE for purposes of this Program Plan.

Any person who violates the provisions of this section shall be subject to these sanctions, as well as any other remedies available under law up to the maximum penalty provided by law. In the event any of the sanctions set forth above are to be utilized, then appropriate provisions shall be contained in the specifications which will expose the contractor to any of those sanctions so set out therein which will expose the contractor to any of those sanctions so set out therein.

XI. M/WBE GOOD FAITH EFFORTS APPEAL PROCESS

If a proposal is rejected because the M/WBE Coordinator determined that submitted documentation is inadequate to establish Good Faith Efforts, the Respondent may request a review of this determination in accordance with the following process:

The Respondent who wishes to dispute the Good Faith Efforts decision of the M/WBE Office may have that decision reviewed by the City Manager or designee provided the Respondent submits a request for review in writing to the Operating Department within five (5) business days of the date of the decision to reject the proposal. The request shall contain specific reasons and any supporting documentation for why the Respondent believes that the Good Faith Efforts decision was in error.

The Operating Department shall refer the matter to the City Manager or designee. The hearing shall be scheduled within ten (10) business days of the receipt of the review request. The Respondent will be provided all relevant documents in possession of the M/WBE Office. The City Manager or designee shall review the Good Faith Efforts decision with the Respondent and/or his representative and the M/WBE Coordinator. At the hearing, the Respondent may question the M/WBE Coordinator regarding the Good Faith Efforts decision.

The City Manager, or his designee, shall make a decision and notify the Respondent within five (5) business days following the hearing. The City Manager may affirm, reverse, or modify the Good Faith Efforts decision of the M/WBE Office. The decision of the City Manager, or designee, shall be final.

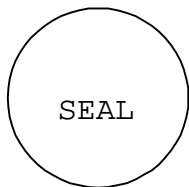
Name of Prime Contractor: _____ Project Name: _____

If the contract/project M/WBE participation requirements are not achieved, the bidder/participant shall provide the following documentation of Good Faith Efforts to the City.

MBE	WBE	Company Name	Email Address or Fax Number for Initial Contact	Date of Initial Contact	Service/ Material/ Supplies to be Provided	Date of Follow Up Telephone Contact	Phone Number	Person Contacted	Results

(Submit additional Pages, if necessary)

Pursuant to “Special Instructions to Bidders Regarding Compliance with the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Policies”, the Bidder certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith. The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.



Company Name: _____
 Date: _____ Name of Authorized Officer: _____
 Signature: _____ Title: _____
 State of _____ County of _____
 Notary Public _____ My Commission Expires _____

Affidavit D-1 – **Letter of Intent to Perform as a M/WBE Subcontractor** Contract Number: _____

Name of Prime Contractor: _____ Project Name: _____

The undersigned intends to perform work in connection with the above project as:

	Minority Business Enterprise		Women Business Enterprise
	Individual		A Corporation
	A Partnership		A Joint Venture

The undersigned is certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and is headquartered or has a significant business presence within the Greensboro MSA.

The undersigned is prepared to provide the work (described below) in connection with the above project at the following price: \$_____. Any changes in this commitment must be approved in advance by the M/WBE Office.

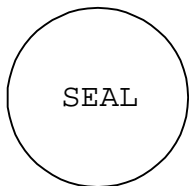
_____ % of the dollar value of the subcontract will be sub-let to (if applicable)_____.

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Description of the Work	Projected Commencement Date	Projected Completion Date

This document shall not serve in a manner as an actual subcontract between the two parties. A separate binding agreement will describe in detail the contractual obligation of the contractor and the M/WBE subcontractor. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the City of Greensboro. Breach of this commitment constitutes breach of bidder's contract if awarded.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.



Company Name: _____
Date: _____ Name of Authorized Officer: _____
Signature: _____ Title: _____
State of _____ County of _____
Notary Public _____ My Commission Expires _____

