

**REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK TO
CONSTRUCT THE STEVEN B. TANGER PERFORMING ARTS CENTER**

RFQ DATA SHEET	
Item	Datum
Short Description of Project	Construction Management at Risk services for a new three story, 100,000 square foot, 3,000 seat performance venue located on a 4.5 acre site at the corner of North Elm Street and Summit Avenue.
Issuing Office	City of Greensboro Greensboro Coliseum 1921 West Lee Street or P.O. Box 5447 Greensboro, NC 27403 Greensboro, NC 27435
Department, Agency/Institution, Location where the Project will be constructed	Intersection of North Elm Street and Summit Avenue
Project Overview	The Steven B. Tanger Center for the Performing Arts (STPAC) will be a 100,000 square foot, 3,000 seat performance venue featuring two balconies and a partier. It will be equipped to support a wide variety of performance types including Broadway, as well as the Greensboro Symphony Orchestra. The theatre will feature a state of the art sound system. It will have an 80' wide x 32' high proscenium. The stage will be 120' wide with a minimum depth of 50'. The building will sit at the corner of North Elm Street and Summit Avenue. The three-story, glass enclosed main lobby will face Summit Avenue and have a landscaped plaza designed as a complement to the adjacent LeBauer Park. North Elm Street will be activated by an appropriate west façade. The site will be planned to accommodate a minimum of 250 VIP parking spaces and three service docks. Other building features include a pre-function room adjacent to the main lobby and a VIP Lounge with direct access to the first balcony.
Website address (URL) for posting of notices regarding this project	
Expected Date of Completion of Design	September 8, 2015
Project Designer & Consultants	See attached
Proposal Due Date	November 17, 2014 by 5:00 p.m.
Project Construction Cost	\$46 million

**ATTACHMENT TO RFQ DATA SHEET
PROJECT DESIGNER & CONSULTANTS**

- | | |
|--|---|
| 1. H ³ Hardy Collaborative Architecture, LLC- | Architecture-Design |
| 2. Rosser International Inc., | Architect of Record |
| 3. Walter, Robbs, Callahan & Pierce-Architects, P.A | Construction Administration |
| 4. Moser Mayer Phoenix Associates, P.A. | Designated Services |
| 5. SKA Consulting Engineers, Inc. | Structural Engineering-Design |
| 6. I. C. Thomasson Associates, Inc. | Mechanical & Electrical |
| 7. Palma Engineers, PLLC | Plumbing, Fire Protection, & Code
Analysis |
| 8. OAP, P.C. | Theatrical Design/Acoustics |
| 9. John Davenport Engineering, Inc. | Civil Engineering |
| 10. George Sexton Associates | Lighting |
| 11. Venue | Cost Estimating |
| 12. Jones Worley Design, Inc | Signage |
| 13. Landscape Design Collaborative | Landscape Design |
| 14. One Design Center | Back-of-House/FF&E |
| 15. Professional Facility Management, Inc. | Theatre Programming |

I. SECTION I – PROPOSALS, EVALUATION, SELECTION AND AWARD

A. SUMMARY

The objective of this Request for Qualifications (RFQ) is for the City to select a Construction Management firm at risk (CMR) to provide professional construction management services during the design and the construction of the Project as RFQ.

1. The work of the CMR will be performed in two phases under separate contracts for each phase. Phase I will include the pre-construction phase services and the preparation and submission of the Preliminary Guaranteed Maximum Price (PGMP) or Guaranteed Maximum Price (GMP). Phase II will include the bidding, award, and management of numerous principal and specialty trade contracts for others to provide the actual construction of the Project. Since the CMR will be providing only professional services for the benefit of the City based on a fee for such services, this procurement will be made in accordance with provisions of North Carolina General Statute (N.C.G.S) 143-64.31 which require that firms qualified to provide such services be selected on the basis of demonstrated competence and qualification for the type of professional service required without regard to fee and thereafter negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.
2. All work performed under this contract shall be in accordance with the General Conditions of the Contract as modified or supplemented by any Contract Amendments, Special Conditions, or Addenda.
3. Proposers should have no verbal or written contact with City Council members on any matter concerning this RFQ unless and until the Proposer is called before City Council for an interview pursuant to Section I(E)(6) of this RFQ. Prohibited verbal or written contact under this provision includes, but is not limited to comments regarding the addition or removal of Selecting Criteria, or contact concerning the evaluation and ranking of Proposers in this RFQ. Violation of this provision can result in the City's rejection of the Proposer's proposal.

B. PROPOSAL REQUIREMENTS

1. All proposals shall be submitted to the Issuing Office identified in the RFQ Data Sheet in care of Greensboro Coliseum Complex Managing Director, Matt Brown, **on or before 5:00 p.m. November 17, 2014.**
2. Proposals must include the information requested by the Qualifications Questionnaire, and they must be submitted on 8-1/2" x 11" pages. No proposal should exceed thirty (30) double-sided pages
3. Three (3) signed original hard copies plus fifteen (15) separate USB flash drives each containing one electronic .pdf copy of the responsive proposal

(for a total of eighteen (18)) must be received **on or before 5:00 p.m. November 17, 2014** at the Issuing Office as set forth on the foregoing RFQ Data Sheet in order to be considered. The City reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the City. For the same reason, the City reserves the right to waive any minor irregularity in a proposal.

4. 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.G.S. Chapter 87, and shall submit proof of current licensing with their proposal.
5. If the Proposer is a joint venture firm or partnership, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the proposal submission under the category of Project Planning - General, the Proposer must identify the responsibilities of each joint venture or partnership party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFQ document. All joint venture/partnership parties will be held responsible for the contract obligations jointly and severally.
6. Proposers should give specific attention to the identification of those portions of their proposals 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 City under North Carolina public records laws. Proposals will be publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret as required by statute. It is NOT sufficient to preface your entire proposal with a proprietary statement.
7. Should a Proposer find discrepancies in the RFQ documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, not later than **ten (10) calendar days prior to the proposal due date**, request clarification in writing from the Issuing Office. The Issuing Office may issue a written Addendum to the RFQ. Oral explanations or instructions will not be binding; only written Addenda may be relied upon. Any Addenda resulting from these requests, or from questions raised at the mandatory pre-proposal meeting, will be sent to all listed holders of the RFQ no later than **seven (7) calendar days** prior to the proposal due date.
8. Any addenda/amendments to the Request for Proposal must be acknowledged in the submitted Proposal.

C. MINORITY AND WOMEN BUSINESS ENTERPRISE

1. Minority and women business enterprises (M/WBEs) are encouraged to respond to this RFQ.

2. Construction Managers who are not M/WBEs and are selected as one of the top three-ranked firms for award of the contract will be required to make “Good Faith Efforts” to solicit, recruit, interview and include an M/WBE firm as a Protégé in Phase I and another M/WBE firm as part of their Construction Management team in Phase II from within the Greensboro Metropolitan Statistical Area, as that term is defined in the City’s “Minority and Women Business Enterprise Program Plan”. The three top-ranked firms must make Good Faith Efforts to solicit, recruit, interview and include M/WBE firms as described above even if they already have established relationships with M/WBE firms that meet all of the qualifications of participating in the Protégé program and the Construction Management Team. The City’s goal for M/WBE participation pursuant to N.C.G.S. 143-128.2 is set at not less than (2%) of the total value of the Pre-Construction Management Fee in Phase I, 5% of the total value of the Construction Management fee in the Construction Management in Phase II, and 20% of the construction sub-contracting value of the work in Phase II. Written guidelines specifying the actions that the CMR must take to ensure a Good Faith Effort in the recruitment and selection of M/WBE businesses for participation all phases of this contract are set forth in the Appendix B and incorporated by reference as if fully set forth herein.

D. SELECTING CRITERIA

In ranking the three firms to be presented to the City Council, the ERC will evaluate the firms based on the following categories:

1. Performing Arts Center Experience
2. Project success/Pre Construction Services/Post Construction experiences
3. Project Manager Experience
4. M/WBE HUB Mentor/Protégé Program Experience and M/WBE HUB Utilization History
5. Financial Stability/Legal Status/Insurance/Bonding Capacity

E. EVALUATION

1. After the closing date for receipt of Proposals, the City's Evaluation and Ranking Committee (ERC) will evaluate all timely and properly submitted Proposals.
2. The ERC will select the finalists whose proposals, in the judgment of the ERC, offer the most desirable plans for the provision of services considering, among other things, the experience, expertise, and quality of performance of the proposing firm in managing the construction of projects of similar size and scope and in utilizing M/WBE firms in its mentor protégé programs, its construction management teams and construction sub-contractors, together with due consideration of proffered quality, performance and the time specified in the proposals for the performance of the contract. The City reserves the right to request clarifying information from any and all Proposers at any time during the evaluation process. The City will notify all proposers of the three firms selected for the shortlist.
3. Each firm that is ranked as one of three finalists by the ERC will make an oral presentation to it. The purposes of the presentation are to allow the City to meet the Proposer's key personnel assigned to the project and to allow the Proposer to highlight aspects of selected areas of its technical proposal.
4. The ERC will rank the three finalists in priority order based on the Selecting Criteria listed below and will recommend that the City Council award the contract to the ERC's top-ranked firm.
5. Prior to voting to award the contract to the ERC's top-ranked firm, each member of the City Council must submit a signed "Declaration Concerning Conflict of Interest and Confidential Information" to the Issuing Office to be kept with the executed copy of the contract.
6. After the ERC recommends that the City Council award the contract to the ERC's top-ranked firm, the City Council will deliberate and vote on whether to award the contract to that firm. If the City Council votes not to award the contract to the ERC's top-ranked firm, the City Council must deliberate and vote to award the contract to either the ERC's second-ranked or third ranked-firm. When the City Council votes to award the contract to a firm other than the ERC's top-ranked firm, the City Council must also submit a Selection Decision Memorandum setting forth the reasons for awarding the contract to that firm. This written Selection Decision Memorandum must be based on the City Council's evaluation of the proposals submitted by the ERC's second and third-ranked firms, the City Council's own interviews of these firms, and the Selecting Criteria set forth in this RFP without the introduction of any new Selecting Criteria.

F. CONTRACT NEGOTIATION AND AWARD

1. After the City Council awards the contract, the Designated Representative will discuss with the selected CMR appropriate services and information about the project and request in writing a detailed fee proposal for Pre-Construction Services from the selected CMR.
2. The City's Designated Representative will negotiate a fair and equitable fee consistent with the project program and the professional services required for this project. Following successful negotiation, the City's Designated Representative will execute a contract to authorize the CMR to provide the services outlined in Section II, Paragraph I of this Request for Proposals.
3. If the City's Designated Representative cannot negotiate a fair and equitable fee for this project, the City's Designated Representative will inform the City Council that no agreement could be reached. The City Council will review the history of negotiations and decide whether to instruct the City's Designated Representative to resume negotiations with the selected firm giving the Designated Representative additional authority and/or specific instructions to reach an agreement or to issue a new Request for Qualifications stating the construction delivery method that should be used in the new Request for Qualifications and any additional changes or modifications to the previous RFQ process to address the issues and complications that arose in previous RFQ.

G. PROTEST PROCEDURES

1. To insure fairness to all bidders and to promote open competition, the City shall actively follow-up and be consistent in responding to a Proposers' protest regarding the award of this contract. The approval or rejection of proposals on grounds other than compliance with Good Faith Efforts to solicit, recruit and select an M/WBE Protégé for the Pre-Construction Phase and an MWBE firm to be part of the Construction Management Team during the Construction Phase, shall be made by the Issuing Department upon recommendation by the ERC. The approval or rejection of proposals for failure to make Good Faith Efforts to to solicit, recruit and select an M/WBE Protégé for the Pre-Construction Phase and an MWBE firm to be part of the Construction Management Team during the Construction Phase shall be made by the M/WBE Coordinator. A protest or appeal must first be made to the City Manager as follows:

(a) The bidder shall submit a written protest to the City Manager or his designee within 7 consecutive calendar days from the date of the City action complained of or the date of the contract award whichever is earliest. The Proposer's letter shall contain specific reasons and any

supporting documentation for why it has a concern with the action complained of. If the letter does not contain this information, or if the City Manager or his designee determines that a hearing would serve no purpose then the City Manager or his designee may, within 10 consecutive calendar days from the date of receipt of the protest, respond in writing to the Proposer and deny the protest.

(b) If a protest hearing is granted, the City Manager or his designee shall attempt to schedule the hearing within 7 consecutive calendar days after receipt of the protest, or as soon as possible thereafter. Within 7 consecutive calendar days from the date of the protest meeting, the City Manager or his designee shall respond to the Proposer in writing with the decision.

2. If a Proposer is dissatisfied with the City Manager's decision, the Proposer may appeal that decision to the City Council within 3 business days of the City Manager's decision as follows:

(a) The Proposer shall submit its appeal in writing to the City Clerk a request for the City Council to review the decision of the City Manager.

(b) The City Manager or his designee shall respond to the request for appeal in writing within 7 calendar days.

(c) The City Council shall review the written record of the protest, the hearing, and the City Manager's decision. The City Council will conduct a "Whole Record" test to determine whether there are sufficient facts in the record to support the decision of the City Manager.

(d) If the City Council finds that there are sufficient facts in the record to support the City Manager's decision, the City Manager's decision will be affirmed.

(e) If the City Council finds that there not sufficient facts in the record to support the City Manager's decision, the City Manager's decision will be reversed, and the City Council may remand the protest back to the City Manager for a new hearing and decision or render a new decision on its own. The City Council's decision will be final.

II. SECTION II -- GENERAL PROVISIONS

A. PROJECT OVERVIEW - See RFP Data Sheet

B. CITY'S ROLE

1. DESIGN SERVICES - The City has retained the Project Designers named in the RFP Data Sheet. The Project Designers will provide all design services throughout the duration of the Project. The selected CMR acknowledges receipt of a copy of the Design Contracts between the City and Project Designers.
2. DESIGNATED REPRESENTATIVE - The Coliseum's Managing Director shall be the City's Designated Representative and the CMR's contact point for the City during both the Pre-Construction and Construction Phases. The Coliseum's Managing Director shall be the primary channel of communication to the City and the Donor Building Committee, as described below, and shall act as the City's liaison with the CMR.
3. DONOR BUILDING COMMITTEE- Pursuant to Resolution 62-14 passed by City Council on March 4, 2014, the City of Greensboro entered into a Memorandum of Understanding ("MOU") with the Community Foundation of Greater Greensboro ("CFGG") on March 11, 2014 to "design, finance, develop, construct and manage the operations and programs of the Steven B. Tanger Center for the Performing Arts" ("Tanger Center"). The CFGG created the Donor Building Committee pursuant to this MOU, and the MOU gives the Donor Building Committee "approval rights over the design contracts, the final design of the Tanger Center, the construction budget, and all material changes made during the course of construction to the previously approved final design and/or construction budget." The MOU also states that the Donor Building Committee will not unreasonably withhold approval and will be cognizant of budget and timeline constraints. The MOU requires the Donor Building Committee to appoint two of its members to attend weekly meetings with the City's Design and Construction Team throughout the course of the design and construction of the project.
4. DECISION MAKING AUTHORITY - The City's Designated Representative shall have the final decision making authority for this RFQ and CMR contract. The City's Designated Representative will solicit the approval of the Donor Building Committee's representatives for all matters within its purview before making a final decision; however if the approval or disapproval of the Donor Building Committee's representatives is not timely received or if their approval is unreasonably withheld, the decision of the City's Designated Representative shall be the final decision.

5. Information from the CMR required or requested in aid of these decisions, and to the CMR with respect to the all such decisions shall be communicated through the City's Designated Representative. In the event of any disagreement or dispute between any members of the Project Team regarding the project, the City's Designated Representative shall be the final decision making authority.

C. CONSTRUCTION MANAGER-AT-RISK CONTRACT OVERVIEW

1. The City is employing a CMR contracting system to aid the City in the review and management of the design and to effect the construction of this project. In broad terms, the Construction Management firm selected will perform the following:
 - 1.1 Pre-Construction Services run from the beginning of the CMR contract for such services (typically the beginning of the Design Development phase established by the contract between the City and the Designer unless an earlier or later time is elsewhere specified), through the approval by the City of the Guaranteed Maximum Price submitted by the CMR. Upon agreement of the City and the CMR, the Guaranteed Maximum Price may be submitted by the CMR at any time after completion and approval of the Design Development Phase, but in no case later than ten (10) days after the Designer submits final review construction documents to the Engineering Division of the North Carolina Department of Insurance.
 - 1.2. Construction Services will be accomplished through Principal Trade and Specialty Contractors selected as provided in this Contract, with the Construction Manager-at-Risk General Conditions Services and Fee being provided on a lump sum basis, and all construction being accomplished through Principal Trade and Specialty Contractors selected as provided herein. The City may require, based on discussions with the CMR and Designer, the work of the project be broken into two or more phases and require a Guaranteed Maximum Price for each phase. The use of Fast Track Contracting is not authorized unless and until the CMR receives written permission from the City.
 - 1.3 The CMR shall contract directly with the City for all construction; shall publicly advertise as prescribed in N.C.G.S. 143-129; and shall prequalify and accept bids from first-tier subcontractors for all construction work pursuant to N.C.G.S. 143-128.1(c) and 143-135.8.

D. PROTÉGÉ PROGRAM

After the Evaluation and Ranking Committee (ERC) ranks the three top-ranked firms for selection as the CMR, each firm shall make Good Faith Efforts as described in Appendix F to this RFQ to select as a Protégé, a North Carolina HUB certified M/WBE licensed general contractor that is in the Greensboro Metropolitan Statistical Area (“GMSA”), as that term is defined in the City’s “Minority/Women Business Enterprise Program Plan for Construction, Professional Services, Goods and Other Services”, and is interested in gaining more experience in the field of Construction Management. Ideally, the potential Protégé will be firm that meets all of requirements listed above and that has five years or less of experience as a general contractor and \$500,000 or less of annual revenue. This does not exclude other M/WBE firms who have more years of experience and/or higher annual revenue from being selected to participate as a Protégé in this program. *Each of the three top-ranked firms is required to make the “Good Faith Efforts” described in Appendix B to solicit, recruit, interview, and select an M/WBE firm from within the GMSA to be a Protégé firm in this Program even if it already has an established relationship with an M/WBE firm that meets all of the qualifications of this Protégé program.* The City will assist the CMR firms in finding and soliciting M/WBE firms to solicit and interview as Protégés. It is the City’s goal to ensure that participation in the Protégé program is a competitive process by which the certified M/WBE firms that have the most potential to become competitive M/WBE Construction Manager at Risk firms in the GMSA will have the opportunity participate.

The firm that is ultimately selected to be the CMR will provide its selected Protégé with opportunities to enhance the training and experience of its personnel during and throughout the Pre-Construction Phase by assigning the Protégé specific tasks under the supervision of the Construction Manager-at-Risk. At a minimum, the Protégé will attend most if not all site visits and project meetings and be responsible for some aspect of the Pre-Construction Phase duties and responsibilities described in Section II(I) of this RFQ. The Protégé and the CMR shall also submit monthly reports to the City’s M/WBE supervisor describing the Protégé’s activities for the previous month. After the three top-ranked firms select their Protégé, they will submit to the ERC their plans of action for each of their selected Protégés that outline the expectations and responsibilities of their Protégé. After the ERC reviews these plans of action, the ERC will submit the three top-ranked firms to the City Council for award of the contract. The City’s goal for M/WBE participation in this Protégé Program is 2% of the Management Fee for the Pre-Construction Phase Contract. No bonding or insurance shall be required of the Protégé and the CMR shall be responsible for supervising and managing the Protégé in this program.

E. M/WBE PARTICIPATION IN THE CONSTRUCTION PHASE MANAGEMENT TEAM

After the ERC ranks the three top-ranked firms for selection as the Construction Manager-at-Risk, each of the three top-ranked firms shall make the Good Faith Efforts as described in Appendix F to this RFQ to solicit, recruit, interview, and select to be a part of their Construction Management Team a HUB Certified M/WBE firm that is in the GMSA and that holds the applicable North Carolina General Contractor's License required by state and local laws. *Each CMR firm is required to make the "Good Faith Efforts" described in Appendix B to solicit, recruit, and interview qualified M/WBE firms from within the GMSA to be a part of its management team, even if it already has an established relationship with a HUB Certified M/WBE firm that holds the applicable North Carolina General Contractor's License.* It is the City's goal to ensure that the M/WBE participation in the construction management team of the selected Construction Manager at Risk firm is a competitive process by which best and most qualified M/WBE firms in the GMSA are selected to participate.

Each of the three top-ranked firms will negotiate the terms of a potential contract with their selected M/WBE firm in which the M/WBE firm will be a paid portion of the Construction Management Fee to be responsible for specific Construction Phase duties and responsibilities described in Section II(J) of this RFQ. The ranked firms will submit their potential contracts to the ERC for review. The firm that is selected to be the CMR shall execute the previously negotiated contract with the M/WBE firm if and when the City accepts the Construction Manager-at-Risk's GMP. The City's goal for M/WBE participation on the Construction Phase Management Team is 5% of the Construction Management Fee for the Construction Phase of the Contract. No bonding or insurance shall be required of the M/WBE firm, and the CMR shall be responsible for supervising and managing the M/WBE firm.

F. RELATIONSHIP OF CITY AND CONSTRUCTION MANAGER

While the CMR accepts financial risk in providing a Guaranteed Maximum Price for delivery of the Project, the Guaranteed Maximum Price will contain a contingency for (or in certain circumstances may be amended because of) conditions or circumstances which a prudent CMR could not have reasonably detected at the time the Guaranteed Maximum Price was given. Accordingly, without limiting the guaranty given by the CMR with respect to the maximum price, the primary duties of the CMR also include the proper and timely completion of the design and construction of the Project through the employment of the best construction management practices. The CMR project records will be an "open book". The City may attend any and all meetings and the City or its designated auditors or accountants shall have access to any and all records maintained by the CMR that relate to the project.

G. CONSTRUCTION MANAGER-AT-RISK GENERAL CONDITIONS ALLOWANCE AND FEES

Pre-Construction Phase - The CMR Pre-Construction Phase Fee shall be an all inclusive lump sum fee for providing all required services as hereinafter set forth for the Design Phases, established by the contract between the City and the Designers.

1. The CMR General Conditions Allowance & Construction Phase Fee shall be an all inclusive lump sum management fee which will include all CMR home office, project site and project related costs, including all CMR overhead costs and profit. This fee will be hereinafter referred to as the Construction Management Fee and shall be calculated as a percentage of the Cost of the Work as stated on the RFP Data Sheet. Project site costs in the Construction Management Fee should include:
 - a. *Project staff costs* – direct salary plus customary labor burden, transportation and/or subsistence, communications, computers & travel expenses related to equipment/material survey & inspections.
 - b. *Mobilization* – establishment of job site including office & storage trailer set-up & utility connections, site fencing and identification signage.
 - c. *Temporary Facilities* – rental of field office trailer(s) including an independent office for the City’s representative and Project Designer and a conference room for about twenty (20) people; utilities costs for field office trailers; rental (or purchase) of field office furniture & equipment; field office telephones with voice mail, dedicated fax lines and high speed internet connections; field office operation cost (i.e. stationary, postage shipping, equipment maintenance, etc); temporary construction utilities (if required); small tools, storage yard rental, parking lot rental, and parking fees.
 - d. *Plans/Surveys/Permits* – reproduction of Construction Documents during the construction phases; surveyor’s services as required; all required permits, all appropriate contractor and equipment licenses.
 - e. *Safety/Cleanup* – establishment and maintenance of an on-site safety program; installation and maintenance of temporary facilities (safety barricades, partitions, ladders, stairs, safety signage, first aid, traffic control devices, etc.); daily site clean-up, trash collection and removal; maintenance of site security; site snow removal as required; temporary weather and/or dust protection as required, vehicle wash stations as may be required; fire extinguishers and fire watch as required; safety harnesses, lanyards and fall arrest equipment as required.

- f. *Close-out/Demobilization* –final site/facility clean-up; final release of liens for all sub-contracts; an as-built set of drawings in hard copy to the Project Designer for preparation of record as-built drawings; multiple copies (# determined by City) of project files and records for the City’s archives.
 - g. *Quality Control* – monthly reports, photographs, inspection reports, logs (RFIs, submittals, change orders, etc.)
 - h. All costs in this section shall be paid by the Construction Manager-at-Risk and shall not be passed down to the Principal Trade Contractors or any subcontractor.
- 2. The cost of Bonds and Insurance as required by state law shall be carried in the GMP as a separate line item, not part of the Construction Management Fee.

H. PAYMENTS TO THE CONSTRUCTION MANAGER-AT-RISK

- 1. Payment of the CMR Pre-Construction Fee shall be made in an agreed monthly sum upon the evaluation by the City, after consultation with the Project Designer of work accomplished by the CMR, but in no event exceeding the following schedule:
 - a. One-third of the Fee during the Design Development Phase of the Project;
 - b. One-third of the Fee during the Construction Document Phase of the Project;
 - c. One-third of the Fee within fifteen (15) days after the CMR submits a complete Guaranteed Maximum Price package for the Project.
- 2. Payments of the Construction Management Fee shall be made in conformance with the General Conditions to the Contract included as Section III of this Request for Proposal that will come as an addendum.

I. PRE-CONSTRUCTION SERVICES

- 1. The CMR shall meet with the City’s Designated Representative, the two representatives of the Donor Building Committee, the Project Designers, 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. The CMR shall become an integral part of the Project Team and shall develop written project procedures in cooperation with the City that will be used as a guide for the management and coordination of this project throughout the life of the project.

2. *Consultation During Project Development-* The CMR shall attend regularly scheduled meetings with the Project Designers and consultants during the Design Phases 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 CMR shall provide written recommendations on construction feasibility.
3. *Value Analysis*
 - 3.1 The CMR shall provide continuous value analysis studies as the project design is developed to offer suggestions that provide the most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis 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. All recommendations shall be in writing and must be fully reviewed with the Project Designer and City, and approved by the City prior to implementation.
 - 3.2 The CMR shall conduct a major value analysis study at 100% Design Development utilizing the 100% Design Development documents.
 - 3.3 The CMR shall promptly notify the City and Project Designer in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.
 - 3.4 The CMR shall conduct a major value analysis study at 100% Design Development (utilizing the 100% Design Development documents) which shall include, but not be limited to, the items noted below:
 - a. Develop value analysis concepts for consideration in brainstorming sessions with the Design Team.
 - b. Written cost studies shall be produced and submitted to the City within two (2) weeks of the final brainstorming session. Written pro/con evaluation of the cost studies shall be provided to the City within two (2) weeks after submission of the cost studies.
 - c. A formal written value analysis study document including a summary of value analysis items, applicable cost savings, selected items and their corresponding cost savings shall be presented to the City & Project Designer.
 - d. The CMR shall also conduct value analysis studies during each of the Construction Document Phases to evaluate specific items as requested by the City.

4. *Schedule*- The CMR shall schedule Pre-Construction Services in accordance with the design schedule established in the agreement between the City and Project Designer. The CMR is responsible to monitor this schedule during the pre-construction/design phase, insure that this schedule is updated, and advise the City of any deficiencies in adhering to this schedule by any party.
5. *Constructability Review*- The CMR shall review the design continuously throughout the Pre-Construction Phase as to constructability. With respect to each such issue, the CMR shall submit a written report to both the City 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 in-depth study/research conducted by the CMR; and, (3) written recommendations for addressing the issue.
6. *Construction Cost Model/Estimates*
 - 6.1 The CMR shall develop a project budget/cost model, independent from any similar cost estimates required of the Project Designer, which shall be updated as needed but at a minimum at the end of each design phase during which the CMR is performing Pre-Construction Services. (Hereinafter: CM Cost Model Update.) Prior to the development of the cost model, the CMR will meet with the Project Designer and establish a common cost estimating format so that project cost estimates prepared by the Designer and CMR may be directly compared.
 - 6.2 Each CM Cost Model Update must set forth the total construction costs for the facility including alternates, CMR Construction Management Fee, Bonds, Insurance and Contingency.
 - 6.3 In the event that the Project Designer's Statement of Probable Construction Costs exceed the Amount Available for Construction, the City may to direct the CMR to (and the CMR shall without additional compensation) work in conjunction with the Project Designer to redesign the facility as necessary to maintain the Project Program within the Construction Budget as set forth on the RFQ Data Sheet.
 - 6.4 Each CM Cost Model Update and the Designer's Probable Construction Costs will be reviewed by the Project Designer and the City for reasonableness and compatibility with the Amount Available for Construction. Meetings and negotiations between City, Project Designer and the CMR will be held to resolve questions and differences that may occur between the Designer's Probable Construction Costs and the CM Cost Model Update. The CMR shall work with the City and Project Designer to reach a mutually acceptable joint Probable Construction Cost.

7. *Coordination of Contract Documents*

7.1 The CMR shall review the plans and specification for features that may be ambiguous, confusing, conflicting or erroneous and shall notify the Project Designer and City in writing when such features are observed.

7.2 The CMR shall provide a thorough interdisciplinary coordination review of the Construction Drawings and Specifications submitted for review to the State Construction Office. The review shall be performed utilizing a structured and industry accepted process by a qualified firm or personnel. The CMR shall review the final documents to see that all comments have been incorporated.

7.3 All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the CMR during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP) unless the CMR notifies the City otherwise in writing prior to the advertisement for bids.

8. *Construction Guaranteed Maximum Price (GMP)*

8.1 Upon agreement of the City and the CMR, the GMP may be submitted at any time after completion and approval of the Design Development Phase, but in no case later than 10 days after final review submission of the construction documents to the Engineering Division of the North Carolina Department of Insurance. The CMR will develop and provide to the City a GMP which will include all construction costs, and all other projected costs including without limitation the CMR Construction Management Fee and Contingency but not including the City's Construction Contingency. The GMP shall set out each anticipated trade contract amount. The GMP must not exceed the Amount Available for Construction as set forth on the RFP Data Sheet.

8.2 In the event that the GMP exceeds the Project Construction Budget, the City reserves the right to direct the CMR to (and the CMR shall, without additional compensation) work in conjunction with the Project Designer to redesign the Project as necessary to and meet the Project Construction Budget. The CMR shall work with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost and shall provide the City with a revised GMP based on the altered and redrafted documents.

8.3 Upon acceptance by the City of a GMP, the City shall prepare and the CMR shall execute a contract to reflect the GMP. Within ten (10) days after the City has provided a contract to the CMR shall return to the

City a signed contract including a Performance Bond and a Labor and Material Payment Bond in accordance with provisions of Article 35 of the General Conditions of the Contract and evidence of insurance in accordance with the provisions of Article 34 (Section III of this RFP which will come as an addendum).

9. *Preliminary Guaranteed Maximum Price (PGMP)*

At the option of the City, a Preliminary Guaranteed Maximum Price (PGMP) may be requested from the CMR. The purpose of the PGMP would be to authorize the CMR to accept bids from Principal Trade and Specialty Contractors for the Cost of The Work for the project and for the City to share financial risk with the CMR. After receipt and acceptance of the Principal Trade and Specialty Contract bids, a final Guaranteed Maximum Price will be established. In establishing the final Guaranteed Maximum Price, no changes will be made to the Construction Management Fee or CMR Contingency. The cost for Bonds and Insurance will be adjusted as required.

10. *Non-Acceptance of the GMP*

10.1 The City, at its sole discretion, may decline to accept the GMP submitted by the CMR for the Construction Phase and thereupon without penalty, the CMR's work will end upon completion of the Pre-Construction Phase contract.

10.2 The Construction Manager-at-Risk shall accept the amount negotiated for Pre-Construction Services as full and complete reimbursement of all costs and services performed by the Construction Manager-at-Risk for Pre-Construction Services. Thereafter, the City shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the Construction Manager-at-Risk and with full ownership and use of any data and information written or electronic developed during Pre-Construction activities.

11. *Contingencies*

11.1 *City/City's Contingency:* A City'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 11.2 below and initiated by the City's Designated Representative with the City's written approval via a change order amendment issued by the City.

11.2 *Construction Manager-at-Risk GMP Contingency:*

- a. The GMP shall include a CMR Contingency in an amount approved by the City, to help reduce the risks assumed by the CMR in providing the GMP for the Project. The City and the CMR 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 and (4) design omissions which a prudent CMR could not have reasonably detected during the discharge of his Pre-Construction Services. It is understood that the amount of the CMR Contingency is the maximum sum available to cover costs incurred as a result of such unanticipated causes and that cost overruns in excess of the amount of this Contingency will be borne by the CMR.
- b. The CMR 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 CMR will notify the City and Project Designer in writing of the intent to apply any part of this contingency to any item within the Cost of the Work prior to any such application. The CMR shall fully document the change on its copy of the construction documents.
- c. The amount of the CMR Contingency is to be reviewed by the City as part of the review of the GMP. The City retains the right to specifically request revisions to the amount of the CMR Contingency prior to the City's acceptance and approval of the GMP.

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

13. *Principal Trade and Specialty Contractor Pre-Qualification*

13.1 All Principal Trade and Specialty Contractors shall be pre-qualified by the CMR in accordance with the City's policy for the Pre-Qualification of Building Contractors and Subcontractors.

13.2 The CMR shall identify and define contract packages (the value of which shall total to at least 20% of the GMP) that remove barriers to participation commonly experienced by and the City's HUB Certified M/WBE firms. These specific packages shall be referred to as "Reduced Barrier Packages" or "RBP". RBP will be submitted to the City for review. As an example, RBP's may require no performance or payment bonds, or may offer the participation of the CMR as a guarantor or surety in the financing of materials purchases by the Principal Trade and/or Specialty Contractors, provided that the CMR may condition such financing participation upon the issuance of joint checks or other similar arrangements to allow the CMR to verify that timely payments are made to suppliers furnishing credit. The CMR may propose other or additional provisions for reducing barriers to participation.

J. CONSTRUCTION PHASE SERVICES

Construction Phase services provided by the CMR shall be as required to effect the complete construction of the Project and to maintain the established GMP of the Project.

1. Consultation During Continuing Project Development:

Upon acceptance of the GMP, the CMR shall continue to advise and assist the City and Project Designer during any continuing Design Activities.

2. Project Construction Costs:

2.1 The CMR will publicly bid Principal Trade & Specialty Subcontracts in accordance with the established project schedule. Upon completion of the award process for subcontracts the CMR will summarize the values of all of the subcontracts and compare this total with the budgeted amount within the GMP cost summary. Should the value of the awarded subcontracts be less than the GMP trade contract budget, a reserve fund will be established. The CMR may utilize the Reserve Fund as follows:

- a. There are certain uses for the CMR Contingency delineated in Paragraph F.11.2 above. The CMR can only utilize the Reserve Fund for these uses after the CMR Contingency has been expended and upon prior written approval of the City.
- b. The CMR shall be authorized to use or allocate Reserve Funds for other purposes only upon mutual agreement that the purpose is appropriate to the project and to the contract, and only with the prior written approval of the City.

2.2 Upon completion of work any and all non-expended funds remaining in the GMP will be retained by the City via a change order.

3. *Principal Trade & Specialty Contracts*

3.1 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 CMR may at any time prior to the prequalification of bidders, identify and define other Specialty Contract packages which the CMR determines may be helpful in the timely, cost-effective construction of the Project, with or without barrier reduction. Each Principal Trade Contractor shall provide such bonds and insurance as the CMR may require in the contract package.

3.2 In addition to Principal Trade and Specialty Contract packages including general, plumbing, HVAC, and electrical divisions of the work, a Construction Manager-at-Risk, in conjunction with the public agency with whom the CMR has contracted, may advertise for one or more combinations of one or more Principal Trade and/or Specialty contract packages, and may prequalify and accept bids from first-tier subcontractors who wish to submit such combined bids which fully and completely incorporate the specifications for two or more of the bid packages advertised to bid at a single bid opening. All requirements of N.C.G.S Sections 143-128, 143-128.1, 143-128.2, and 143-129, as well as all advertised conditions for bidding, must be satisfied for such a combination bid to be considered responsive.

3.3 In conformity with the public policy set forth in N.C.G.S. 143-128, no Trade Contract Package, including RBP's, may be awarded other than to the bidder submitting the lowest verified bid.

3.4 After the CMR has prequalified Principal Trade and Specialty Contractors, the CMR shall advertise for receipt of bids as directed by the City. Bids will be received from all prequalified contractors for each trade & specialty package in a public venue and publicly opened at the time specified. The CMR shall tabulate the bids received on each package. Next, the CMR shall determine the apparent low bidder for each package. Upon this determination, the CMR shall have the right to review all bid documentation from the apparent low bid contractor to verify the scope of the bid. If this 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, this 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 Construction Manager-at-Risk. The CMR 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.

3.5 The CMR may repeat the bidding for a Principal Trade or Specialty Contract only if 1) the initial bidding produces no responsible, responsive bids for that portion of the work, or 2) no responsible, responsive bidder will execute a contract for the bid portion of the work, or 3) in the judgment of the CMR the bids represent an excessive cost based on current market value and 4) the City approves of such a re-bid.

3.6 The CMR will require the Principal Trade & Specialty Contractors to provide the applicable contract documents including insurance certificates, Historically Underutilized Businesses (HUB) and Minority Business Enterprise (MBE) participation schedules, and verification of HUB and MBE participation (by submission of letters of intent, copies of purchase orders, etc).

3.7 All contract documents between the CMR and the Principal Trade and Specialty Contractors shall be made available for review by the City.

4. *Project Control & Management*

4.1 The CMR shall accept delivery and arrange for storage, protection and security for any City purchased materials, systems and equipment that are a part of the work until such items are turned over to the respective Principal Trade & Specialty Contractors.

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

5. *Requests for Information (RFI)*- The CMR will be responsible for developing and implementing an RFI process for use on the project and shall be responsible for tracking and monitoring all RFI's throughout the Construction Phase.

6. *Claims Avoidance/Resolution-* See Appendix H for rules implementing mediated settlement conferences in North Carolina public construction contracts.

7. *Reports*
 - 7.1 The CMR shall keep accurate and detailed written records of project progress during all stages of construction.

 - 7.2 The CMR 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 be available to the City at all times and shall be turned over to the City upon completion of the contract.

 - 7.3 The monthly report by the CMR shall include the following items: project status, schedule update, cost status, change order summary, shop drawing/submittal/RFI summary, quality control/inspection summary, any current construction and/or cost issues with proposed solutions for resolution, an accident report, and a 30 and 60 day look ahead report.

8. *Contract Close-Out*
 - 8.1 The CMR is responsible for compliance with all Contract Close Out items per the Contract Documents and shall obtain data from Principal Trade & Specialty Contractors and maintain a current set of record drawings, specifications and operating manuals.

 - 8.2 With mechanical and electrical equipment, the CMR 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 City's Project Manager who is to forward one (1) set to the City's department responsible for maintaining the facility for review prior to the equipment demonstration.

 - 8.3 At the completion of the Project and before final payment, the CMR shall deliver all such records to the City along with a complete set of as-built drawings for use by the Project Designer in preparing Record Drawings.

9. *Separate Contracts*

Without invalidating the relationships with the Construction Manager-at-Risk, the City reserves the right to let other contracts in connection with the project, the work under which shall proceed simultaneously with the execution of the work of the Construction Manager-at-Risk. The CMR shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the CMR 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 CMR from carrying out his work according to the plans and specifications, the CMR shall immediately notify the Project Designer and the City upon discovering such conditions.

APPENDIX A

Non-Collusion and Non-Suspension Statement

The undersigned certifies that _____,
(Name and Address of CMR Candidate)

North Carolina General Contractor License Number _____, has not in connection with this proposal or in any instance engaged in any conspiracy, combination, or any other act in restraint of trade or commerce declared to be unlawful by the provisions of N.C.G.S. 75-1 and 75-2 where the combination, conspiracy or other unlawful act in restraint of trade involves a contract for construction, renovation or repair, let or to be let by a governmental agency or a subcontract for construction renovation or repair with a prime contractor or proposed prime contractor for a governmental agency. N.C.G.S. 133-24.

Furthermore, the undersigned certifies that it is familiar with the response to the RFQ for Construction Manager at Risk Services for the Steven B. Tanger Center for Performing Arts and that said response, is fair and proper and is not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the undersigned or any of its agents, representatives, owners, employees or parties in interest. N.C.G.S. 133-30.

Finally, the undersigned certifies that it has not been suspended from bidding by any federal agency, the North Carolina State Building Commission or any other State building authority and that it is not an affiliate or subsidiary of any company suspended by the North Carolina State Building Commission or any other State building authority.

By _____
Title _____
Date _____

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

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My Commission Expires:

APPENDIX B REQUIRED GOOD FAITH EFFORTS

Good Faith Efforts

Bidders/Proposers that fail to meet the goals must comply with the Good Faith Negotiation and Good Faith Efforts (GFE) requirements

When the City requires a GFE Affidavit, the GFEs undertaken by the Bidder/Proposer will be considered as a factor in the evaluation process. Failure to make reasonable GFEs may result in rejection of the Bid/Proposal. The City will assess the reasonableness of GFEs undertaken by the Bidder/Proposer on a case by case basis taking all available facts into account. The focus will be on the likely effectiveness of steps taken. Mere pro forma GFEs will not be sufficient. Factors that may be considered include but are not limited to the following:

GFE Categories

Bidders/Proposers that fail to meet one or more of the Subcontracting Goals established for a Contract must earn the Minimum GFE Points from the GFEs listed below. The Minimum GFE Points will be calculated, independently, for each Subcontracting Goal that was not met.

For instance, if a Bidder/Proposer failed to meet both the MBE Goal and the WBE Goal that were set, the Bidder/Proposer would have to earn at least 50 points from the list below with respect to MBEs, and at least 50 points with respect to WBEs. In deciding whether to award points for GFEs, the City will assess whether the efforts employed by the Bidder/Proposer are those that a prime contractor would reasonably be expected to take if actively and aggressively trying to meet each Subcontracting Goal established for the Contract.

This assessment will be made on a case by case basis taking all available facts into account. The focus will be on the likely effectiveness of steps taken. Mere pro forma efforts will not be sufficient.

In awarding points for GFEs, the City may also take into account: (1) the Bidder's/Proposer's past performance in meeting MWBE and goals; and (2) the performance of other Bidders/Proposers in meeting the established M/WBE Goals. For example, when the apparent low Bidder/Proposer fails to meet a Subcontracting Goal, but other Bidders/Proposers meet it, the City may reasonably raise the question of whether, with additional reasonable efforts the apparent low Bidder/Proposer could have met the goal. The Good Faith Efforts that will be considered are described below:

Contacts (10 Points)

The Bidder/Proposer must contact M/WBEs in a manner reasonably calculated to meet each Subcontracting Goal established for the Contract.

Factors considered may include but are not limited to:

1. The number of available M/WBEs and the M/WBEs contacted;
2. Whether the Bidder/Proposer directed its contacts to M/WBEs listed as performing scopes of work sufficient to meet each Subcontracting Goal;
3. Whether the contacts were made at least 10 Days before Bid Opening;
4. How the contacts were made and whether they were documented in a verifiable way

- (and in compliance with any forms provided by the City);
5. Whether the substance of the Bidder/Proposer's solicitation was reasonably sufficient to generate a response from M/WBES;
 6. Whether the Bidder/Proposer promptly and adequately responded to inquiries received from M/WBES; and
 7. Whether the Bidder/Proposer made follow up contacts to M/WBES that did not respond to the Bidder's/Proposer's initial contact.

Making Plans Available (10 Points)

To receive credit for this GFE, the Bidder/Proposer must:

1. Make "Project Documents" (as defined below) available for inspection by s and M/WBES at least 10 Days before Bid Opening; and
2. Notify the M/WBES contacted of the way in which Project Documents will be made available. The ways a Bidder/Proposer may make Project Documents available include:
 - (a) Providing a telephone number or email address for M/WBES requesting copies of the Project Documents via email, fax, regular mail or other means of document transfer; or
 - (b) Providing an address within the City of Greensboro where M/WBES can have physical access to review the Project Documents at no cost; or
 - (c) Posting the Project Documents on a website that M/WBES can access at no cost.
3. As used herein, Project Documents means any project descriptions, construction plans, specifications or requirements that are necessary for M/WBES to bid on the project.

****A Bidder/Proposer may receive credit for this GFE only if it receives credit for the Contacts GFE, and only if it responds promptly to any requests made for access to the Project Documents.**

Some plans and designs for City buildings and infrastructure may be restricted from disclosure under federal Homeland Security laws. If the City Solicitation Documents indicate that the Project Documents are restricted from disclosure, the Bidder/Proposer shall comply with the City's instructions in making such documents available for review. For example, the City Solicitation Documents may require that s and M/WBES sign a confidentiality agreement in a form approved by the City as a condition to disclosure.

Breaking Down Work (15 Points)

The Bidder/Proposer must demonstrate to the City's satisfaction that it broke down or combined elements of work into economically feasible units to facilitate M/WBE participation. In awarding points the City will consider:

1. The number and dollar value of the scopes of work the Bidder/Proposer listed for M/WBE participation,
2. Whether those scopes would be sufficient to meet the Subcontracting Goals and how the Bidder/Proposer notified M/WBES of its willingness to break down the work into such units.

****A Bidder/Proposer may receive credit for this GFE only if it receives credit for Contacts GFE.**

Working With SBE and MWBE Assistance Organizations (10 Points)

The Bidder/Proposer must document that it worked with an M/WBE Assistance Organization (as defined below), to provide assistance in recruiting M/WBEs to meet the M/WBE goals. An “M/WBE Assistance Organization” is an organization identified by the North Carolina Office of Historically Underutilized Businesses and listed in the City Solicitation Documents as providing assistance in the recruitment of M/WBEs. In deciding whether to award points for this GFE, the City will consider the timing and nature of how the Bidder/Proposer worked with the M/WBE Assistance Organization, and whether such effort was reasonably likely to result in significant M/WBE participation to meet the Contract goals.

Attendance at Pre-Bid (10 Points)

To receive credit for this GFE, the Bidder/Proposer must attend pre-bid meetings scheduled by the City for the Contract in question.

Bonding or Insurance Assistance on Construction Contract (20 Points)

The Bidder/Proposer must assist an MWBE in getting required bonding or insurance coverage for the Contract at issue or provide alternatives to bonding or insurance for M/WBEs. To document satisfaction of this GFE, the Bidder/Proposer must submit:

- (a) the name of the M/WBE;
- (b) a description of the assistance the Bidder/Proposer provided;
- (c) the date the Bidder/Proposer provided the assistance;
- (d) the name of a contact person with the MWBE who can verify that the Bidder/Proposer provided the assistance;
- (e) any additional information requested by the City’s M/WBE Office. No credit will be given for assistance provided to an Affiliate of the Bidder/Proposer.

In deciding whether to award points for this GFE, the City will consider:

1. How significant and meaningful the assistance was;
2. How many M/WBEs it was offered to, and
3. What impact it likely had on the Bidder/Proposer's efforts to recruit M/WBEs for the project.

Negotiating in good faith with MWBEs and SBEs (15 Points)

The Bidder/Proposer must:

1. Demonstrate that it negotiated in good faith with interested M/WBEs (which means showing at least some back and forth negotiation between the Bidder/Proposer and MWBEs);
 2. Demonstrate that it did not reject any M/WBEs as unqualified without sound reasons based on their capabilities and document in writing the reasons for rejecting any M/WBEs for lack of qualification.
-

Financial Assistance (25 Points)

The Bidder/Proposer must provide one of the following types of assistance to an M/WBE in connection with the Contract:

1. Assistance in obtaining equipment, a loan, capital, lines of credit, joint pay agreements or Guaranties to secure loans, the purchase of supplies, or letters of credit, including waiving credit that is ordinarily required; or
2. Assistance in obtaining the same unit pricing with the Bidder's/Proposer's suppliers as the Bidder/Proposer.

To receive credit for this GFE, Bidder/Proposers must document:

- (a) the name of the M/WBE;
- (b) the description of the assistance the Bidder/Proposer provided;
- (c) the date the Bidder/Proposer provided the assistance;
- (d) the name of a contact person with the MWBE who can verify that the Bidder/Proposer provided the assistance.

(e)
No credit will be given for assistance provided to an Affiliate of the Bidder/Proposer. In deciding whether to award points for this GFE, the City will consider how significant and meaningful the assistance was, how many M/WBEs it was offered to, and what impact it likely had on the Bidder's/Proposer's efforts to recruit M/WBEs for the project.

Entering Into Joint Venture (20 Points)

To receive credit for this GFE, the Bidder/Proposer must demonstrate that it negotiated a Joint Venture or partnership arrangement with one or more MWBEs on the Contract.

To receive credit for this GFE, Bidder/Proposers must document:

- (a) The name of the MWBE and/or SBE;
- (b) A description of the Joint Venture or partnership;
- (c) Evidence of the date the SBE and/or MWBE entered into the agreement; and
- (d) The name of a contact person with the SBE and/or MWBE who can verify the terms of the agreement.

No credit will be given for a joint venture with an Affiliate of the Bidder/Proposer.

Quick Pay Agreements on the Construction Contract Up For Award (20 Points)

For purposes of this Section, the term "Quick Pay Commitment" means a commitment to pay all M/WBEs participating in the Construction Contract within 20 Days after the Contractor confirms the MWBEs work has been properly completed or the City has inspected and accepted the M/WBE's work, whichever occurs first. To receive credit for this GFE, Bidders/Proposers must:

- (a) Provide the City with a copy of a policy containing the above referenced Quick Pay Commitment that the Bidder/Proposer has adopted for the project and document that the Bidder/Proposer informed each M/WBE about the Quick Pay Commitment as part of the Bidder's/Proposer's M/WBE contacts; or
- (b) Document that prior to Bid Opening, the Bidder/Proposer made a written Quick Pay Commitment to each MWBE that will participate in the Contract.

Including a statement in a Bid solicitation letter indicating that the Bidder/Proposer *will consider* entering into quick pay agreements will not suffice. A Bidder/Proposer may receive credit under this GFE only if it receives credit for the Contacts GFE

GFE Documentation

To demonstrate GFE compliance, a Bidder/Proposer shall complete such forms and provide such documentation as may be required by the City in the City's Solicitation Documents or requested by the City at any time (the "GFE Documentation"). The Bidder/Proposer must submit the GFE Documentation no later than at the time of the bid. The City may request GFE Documentation from all Bidders/Proposers, or may limit such request to one Bidder/Proposer or a group of Bidders/Proposers (including the lowest Bidder/Proposers, a group of randomly selected Bidder/Proposers, Bidder/Proposers that have had compliance issues in the past or such other categories as the City may deem appropriate). Regardless of when the GFE Documentation is due, all actions necessary to earn the GFE points must be undertaken prior to Bid Opening.

CITY OF GREENSBORO
QUALIFICATIONS QUESTIONNAIRE FOR CONSTRUCTION MANAGER AT RISK

Due Date: (Date and Time)

Submitted to: (Contact Name receiving Request for Proposals)

(Department, Agency/Institution, Address, Phone Number, E-mail Address)

Project Title: Steven B. Tanger Center for the Performing Arts- North Elm Street and Summit Avenue

Proposer's Name and Principal Office serving this project:

(Include Company Name and address along with the name of the contact person with telephone number and e-mail address)

Profile of Proposer:

- A. Give corporate history of the company including organizational structure, years in business and evidence of authority to do business in North Carolina.
- B. Provide annual workload for each of the last five (5) years; number of projects and total dollar value.
- C. List projects for which the company is currently committed including name & location of each project, time frame to complete & dollar volume of each project.
- D. Financials – Attach latest balance sheet and income statement if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. Indicate Dunn & Bradstreet rating if one exists. (Firms must submit financial data and may clearly indicate a request for confidentiality to avoid this item becoming part of a public record.)
- E. Attach letter from Surety Company or its agent licensed to do business in North Carolina verifying proposer's capability of providing adequate performance and payment bonds for this project.
- F. List all performing arts center construction projects or similar performance venue construction projects performed by the proposer during the past 10 years. For each such construction project, state the seating capacity, square footage, and total project costs.
- G. Litigation/Claims. If yes to any of the questions below, list the project(s), dollar value, contact information for owner and designer and provide a full explanation with relevant documentation.

1. Has your company ever failed to complete work awarded to it? ___ Yes ___ No
2. Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 20% beyond the original contracted, scheduled completion date)? ___ Yes ___ No
3. Has your company filed any claims against an owner with whom you have contracted within the last five years? ___ Yes ___ No
4. Has your company been involved in any suits or arbitration within the last five years? ___ Yes ___ No
5. Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents? ___ Yes ___ No
6. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ___ Yes ___ No
7. Has your present company, its officers, owners, or agents ever been barred from bidding public work ? ___ Yes ___ No

Project Experience

- A. List three performing arts centers or other performance venues of similar square footage, , seating capacity, construction budget, and complexity where the proposer provided Construction Management Services or was the General Contractor.
- B. For each of the above-listed three performing arts centers or other performance venues, include specific details on the extent to which pre-construction & construction phase services were provided.
- C. For the three performing arts centers or other performance venues listed above where Construction Management services were provided, list the Guaranteed Maximum Price (if given) for each one, or if not given, the estimated cost provided by you, and the total cost of the project at completion.
- D. For each of the three performing arts centers or other performance venues above where Construction Management services were provided, compare the number of days in the original schedule with the number of days taken for actual completion.
- E. For each of the three performing arts centers or other performance venues listed above, attach owner references including the name, address, telephone and fax numbers, and e-mail address of the Owner's representative.

Key Personnel

- A. List of key personnel who will be assigned to the project. Attach sworn statement that the above persons will be assigned to this project for its duration.
- B. For each person listed above, list what aspects of pre-construction or construction the person will handle. For those persons who will divide their time between pre-construction and construction phases, indicate what percentage of their time will be devoted to each phase.
- C. For each person listed in response to A & B above, list his/her experience with firm, other prior and relevant experience with projects of similar size and scope in construction/design, and the person's location. Attach the resumes and references for each person listed.
- D. Attach project organizational chart indicating the placement of each of the persons listed in response to A & B above.

Project Planning

- A. Provide a brief, overall description of how the project will be organized and managed, and how the services will be performed in both Pre-Construction and Construction Phases. Project planning that offers the same project manager for pre-construction and construction phases shall be given preference.
 - a. Value Analysis
 - b. Constructability Issues
 - c. Cost Model/Estimates
 - d. Project Tracking/Reporting
 - e. Request for Information (RFI) and Shop Drawings
 - f. Quality Control
 - g. Schedule and Staffing Plan
- B. Minority Participation: State whether your firm has participated with Minority and Women Business Enterprise firms (M/WBE) and other Historically Underutilized Businesses (HUB) in a Mentor/Protégé Program, and if so, provide a brief overall description of the program, the name, address, telephone number and email address of the firm(s) that served as the Protégés in the program, the name of the contact person(s) for the Protégé firm, and the percentage of participation that was achieved in the Program.

Describe the program (plan) that your company has developed to encourage participation by M/WBE and other HUB firms to meet or exceed the goals set by the City in this project pursuant to North Carolina General Statute 143-128.2. Attach a copy of that plan to this proposal. Provide documentation of the M/WBE and other HUB participation that you have achieved in the three performing arts centers or other performance venues listed above. Additionally, provide documentation of the M/WBE and HUB participation that you have received on of

your other public and private construction projects in the last two years. Outline specific efforts that your company takes to notify M/WBE and other HUB firms of opportunities for participation. Indicate the minority participation goal that you expect to achieve on this project.

This the _____ day of _____, 20 _____

Company Name

By: _____

Title: _____

Attest:

(Corporate Seal)

VERIFICATION

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 _____, 20_____

COMPANY NAME

(Corporate Seal)

By: _____
President

Attested: _____
Secretary

STATE OF _____

COUNTY OF _____

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

Witness my hand and official seal, this the _____ day of _____, 20_____.

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My Commission Expires: