

**EXPRESSION OF INTEREST  
OWNER’S REPRESENTATIVE – CONSTRUCTION PROJECT  
KANAWHA COUNTY PUBLIC LIBRARY**

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**SECTION ONE: GENERAL INFORMATION**

- 1. PURPOSE:** The Kanawha County Public Library (“KCPL” or the “Library”) is soliciting Expressions of Interest (“EOI” or “Bids”) from qualified individuals or firms (“Vendors”) to provide professional services as an Owner’s Representative (Consultant) for a major public construction project as defined herein.
- 2. PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide services as an Owner’s Representative for a major construction project which will be a complete renovation and construction of additions to the Main Library located at 123 Capitol Street, Charleston, West Virginia 25301 (“Project”).
- 3. SCHEDULE OF EVENTS:**

Release of the EOI.....February 13<sup>th</sup>

**Mandatory Pre-Bid Conference..... 8:30 a.m. February 27th**

Vendor’s written question submission.....March 5th

Addendum Issued.....March 8th

**Expressions of Interest Due.....4:00 p.m. March 13th**

Expressions of Interest Opened.....4:00 p.m. March 13th

Estimated Date for Interviews.....March 16<sup>th</sup>

## **SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for Expressions of Interest. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS,** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

### **3. PREBID MEETING**

A **MANDATORY** PRE-BID meeting will be held at the following place and time:

Kanawha County Public Library  
3<sup>rd</sup> Floor Ray Room  
Main Library  
123 Capitol Street  
Charleston, West Virginia 25301  
**8:30 a.m. February 27, 2018**

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally the person attending the pre-bid meeting should include the Vendor's Email address, phone number and Fax number on the attendance sheet. Failure to complete the attendance sheet as required may result in disqualification of the Vendor's bid.

All vendors should arrive prior to the starting time of the pre-bid meeting. Vendors who arrive after the starting time but prior to the end of the pre-bid meeting will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid meeting.

Questions submitted at least five business days prior to the scheduled pre-bid meeting will be discussed at the pre-bid meeting if possible. Any discussion or answers to question at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Library Director. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding. Submitted emails should have solicitation name in the subject line.

Question Submission:

Submit Questions to:  
Alan Engelbert, Library Director  
123 Capitol Street  
Charleston, West Virginia 25301  
FAX: (304) 348-7142  
Email: [alan.engelbert@kanawhalibrary.org](mailto:alan.engelbert@kanawhalibrary.org)

Question Submission Deadline: March 5, 2018

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any Library personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Library is binding.
  
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Library at the address listed below on or before **4:00 p.m. March 13, 2018**. Any bid received by the Library staff is considered to be in the possession of the Library and will not be returned for any reason. The Library will not accept bids, modification of bids, or addendum acknowledgment forms via email. Acceptable delivery methods include U.S. Mail, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Library Administration Office  
4<sup>th</sup> Floor  
Main Library  
123 Capitol Street  
Charleston, West Virginia 25301

Bids shall be sealed. The outside of the envelope shall state: **Owner's Representative – Construction Project**. Vendor shall submit **one original and five convenience copies**.

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at Kanawha County Public Library  
4<sup>th</sup> Floor Board Room  
Main Library  
123 Capitol Street  
Charleston, West Virginia 25301  
**4:00 p.m., March 13, 2018**

## **SECTION THREE: PROJECT SPECIFICATIONS AND SERVICES/DUTIES**

- 1. Location:** The Project will be completed at 123 Capitol Street, Charleston, West Virginia
- 2. Background:** The KCPL intends to undertake a construction project that will involve the complete renovation of the existing 61,000 square foot Main Library building, construction of additions totaling approximately 20,000 square feet and construction of a pedestrian bridge or "skyway" connecting the Library to a City-owned multi-story parking structure. The estimated cost of the project is \$27 million.

The Project Architect is Silling Architects in conjunction with HBM Architects (Cleveland). Schematic Design is substantially completed with Design Development to commence in the very near future. It is anticipated that ground breaking will be in the fall of 2018 and construction completed in late spring/summer of 2020.

The Library seeks the services of a qualified person or firm (Vendor) to work as a professional independent contractor on behalf of the owner (Library) with the architects and contractor(s) to ensure that the project is designed, specified, constructed, managed, completed and documented to the highest standards and in an efficient, effective, and cost-effective way and in compliance with all of the contractual terms and conditions of the construction documents including but not limited to American Institute of Architects (AIA) documents which the Library has signed or will sign. The Owner's Representative will be part of a team of designated Board and Staff members and will work very closely with the architects and contractor over the life of the project.

The Owner's' Representative shall provide the Library with technical advice; represent the Library's interest with the architects and contractor(s); review project specifications and drawings in the Design Development phase and going forward; make periodic site inspections; ensure proper project documentation and filing; review change orders, architect's supplemental instructions, submittals, shop drawings, pay requests, etc.; furniture, fixture, and equipment (FF&E) coordination (especially quantities); develop and oversee completion of punch lists and compilation of warranties; in conjunction with the architect, certify substantial completion and completion of the project; and duties of a similar nature.

- 3. Qualifications and Experience:** Vendor shall specify the name and provide contact information of the person who will perform the duties of the Owner's Representative and provide information regarding their qualifications and experience in completing similar projects; references; copies of any certifications or degrees applicable to this project; descriptions of past projects completed including the location of the project, type of project, and what the project goals and objectives where and how they were met. It is expected that the person proposed by the Vendor and accepted by the Library will perform the duties of Owner's Representative for the duration of the project. The vendor shall discuss staffing and alternatives if the Owner's Representative should leave the vendor for any reason during the project or be removed from the project by the Library due to unsatisfactory performance or other reasons the Library deems sufficient.

**4. Duties.** OWNER'S REPRESENTATIVE (CONSULTANT) SERVICES ON BEHALF OF THE BOARD OF DIRECTORS SHALL AT A MINIMUM INCLUDE:

**A. Design Phase/Pre-Construction Services**

**1. Design Coordination.** Attend and represent the Library at site meetings, public meetings, and Library coordination meetings to facilitate the project and ensure adherence to the facility design as established by the Library.

**2. Constructability Review.** Review the construction drawings, at various phases of completion, furnished by the Architect, including the project manual; coordinate and reconcile comments with the architectural team. If necessary recommend potential alternate solutions.

**3. Cost Estimating Services.** Monitor the Project and ensure compliance of the Project with the Library's Project budget. Provide cost estimating services for the Project with respect to schematic design, design development, and construction documents.

**4. Value Engineering Review.** Coordinate a value engineering review process during the design development phase of the Project.

**5. Scheduling Services.** Lead and assist with the development of an aggressive, yet realistic, schedule from design through to construction completion. Monitor the architectural team to ensure that construction documents will be completed within a timely fashion. Assist with and monitor the development of Project construction phase schedules.

**B. On-Site Construction Management**

**1. Document Review.** Review construction-related documents in preparation of weekly construction progress inspections, memorialized in a Project Document Review Report. The documents are to be reviewed in order to understand the Project; they are not to be reviewed for compliance with codes or other legal requirements. The review will include, but will not be limited to, the following:

- a. Directory of development team, including design consultants and sub-contractors;
- b. Drawings: including site, architectural, structural, mechanical, electric, plumbing, fire protection, landscaping, and life safety;
- c. Project manual/specifications;
- d. Approved control cost estimate;
- e. Current construction schedule;
- f. Approvals and permits, including zoning, storm water management, and building permits;
- g. Executed General Contractor contract (with all Exhibits, Riders, Schedules, and Exclusions/Qualifications, including General Conditions);

- h. Other documents that may be reviewed, as deemed necessary in the professional judgment of the Consultant, include the following:

- Property survey; Geo-technical/soils report
- Floodplain map delineation;
- Utility Agreements, 'Will Serve Letters' from Electric, Gas, Water, Sewer, and Telephone suppliers;
- Executed Architects' contracts;
- Executed Sub-Contractor contracts (with all Exhibits, Riders, Schedules, and Exclusions/Qualifications, including General Conditions);
- General Contractor/Sub-Contractor Qualification Statements (AIA A101), as applicable; and
- General Contractor/Sub-Contractor's surety bonds (carrier, total bonding capacity, and amount of uncommitted capacity).
- Architect and Contractor payment applications;
- Architect and Contractor change order proposals;
- Contractor insurance certificates;
- Contractor submittals;

**2. Periodic Project Inspections.** The Consultant shall perform periodic site visits, which shall include inspection of the Project, and provide a weekly report on each visit throughout the entire construction period, estimated at eighteen to twenty-four (18-24) months. The frequency of project inspections shall be determined during the negotiation phase of the procurement. Tasks associated with monthly inspections include the following:

- a. Attend payment application and bi-weekly progress meetings;
- b. Perform on-site observation of the construction with the representative(s) of the General Contractor and Owner to evaluate the standard of workmanship and generally compare the status of work completed to-date to the status of work as reflected in the payment request;
- c. Review and determine the adequacy and accuracy of Architect and Contractor payment requests and supporting submissions (one request per month);
- d. Monitor and review requests for and approval of change orders, and review General Contractor/Owner analysis of associated budget impacts. Organize and file copies of approved change orders, and provide summaries of change order requests; their impacts on scope, budget and schedule; and their approval status to the Owner;
- e. Based on the original itemized schedule of values and any approved change orders, estimate the percentage of work in place during each successive site visit. The Consultant shall use a percentage of completion review in developing these estimates;
- f. Provide general statements as to whether or not in-place materials, workmanship and physical construction are in substantial compliance with the construction documents;

- g. Using the beginning Project schedule prepared by the General Contractor, compare actual progress to that originally planned. Report on requests for time extensions, status of extension requests, and changes to key milestone dates;
- h. Ensure quality construction standards and the use of proper construction techniques are being used and provided by the construction team;
- i. Promptly alert the Library and Architect to any pending, known or proposed changes, conditions, or other circumstances affecting the construction scope, budget or schedule, including unanticipated site contamination and remediation requirements;
- j. Promptly alert the Library and Architect to any pending, known or proposed noncompliance with applicable building codes, the issued building permits for the Project, or other applicable legal requirements that are observed by, or come to the attention of, the Consultant;
- k. Provide progress photographs recording key observations within the current reporting period (including a minimum of six pictures per week). All photos shall be labeled with the date and time of the photo along with location and description of the work being photographed. Consultant shall electronically file photographs and provide a CD to the Library containing filed photographs at the completion of the project;
- l. All site visits will be summarized in a weekly report sufficient in detail to provide the Library and Architect with an accurate description of the progress observed. Any pertinent reports made by other inspectors, especially those conducting inspections for treatment of hazardous materials, shall be copied and attached by the Consultant to its report;
- m. In the event that Consultant discovers significant scope, cost or quality differences between actual progress and approved construction-related documents during any on-site visit, Consultant will, via telephone or email, advise the Library and Architect on the day of the observance of such items, and will document such variances in Consultant's report; and
- n. In the event that Consultant becomes aware of any unanticipated site contamination or other environmental issues that may result in changes to Project scope, budget, or schedule, Consultant shall, via telephone or email, advise the Library and Architect on the day of the observance of such items, and will document such variances in Consultant's report.

**3. Oversight and Deliverables.** Oversight for Consultant will be provided by the Library and each entity will assign a primary point of contact. The Consultant shall provide one "hard" copy of all deliverables to the Library. All deliverables shall also be provided electronically, via email where possible.

**C. General Responsibilities.**

- 1. Under duties and responsibilities as detailed in this EOI, and on behalf of the Board of Directors, review the work of the design team, contractors and subcontractors and the Library;
- 2. Analyze, manage and mitigate current or potential problems and risks;

3. Attend all Project and end user meetings and report findings/results to Library Board of Directors and Architect;
  4. Attend Library and Architect meetings and Meetings of the Board of Directors of the Library and be generally available by telephone or email regarding the Project; and
  5. Prepare internal and external reports pertaining to Project status as requested by the Library.
- D. The scope of work for the Owner's representative (Consultant) shall not replace any responsibility of the architect, architect's consultants or the like. Nor shall it relieve the Architect or the Architect's consultants of any contractual obligation to the Library that they may have.

**5. Interviews:** The Library will require selected vendors to participate in an interview, on perhaps more than one occasion, with the Support Services/Building Committee of the Board of Directors, which will make a recommendation to the full Board for its consideration. The purpose of the interview will be to further assess and clarify proposals submitted by Vendors in response to this EOI and assess the likely ability of the Vendor to work effectively on behalf of the Owner and the team assembled to conduct the project. The estimated date for interviews for selected vendors is March 16<sup>th</sup>.

#### **SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD**

1. **Economy of Preparation:** EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE QUOTATIONS:** The Library shall select the person or firm who, in the sole judgment of the Library Board of Directors, best meets the needs of the Library and its Board of Directors for an Owner's Representative for the Main Library construction project. In accordance with §5G-1-3 of the West Virginia State Code no "price" or "fee" information is requested or permitted in the bid response.
3. **Selection Committee Evaluation & Negotiation:** The Support Services/Building Committee shall serve as the selection committee and shall make a recommendation to the Library Board of Directors, which will make the final decision. The Committee will evaluate the statements of qualifications and performance data and other material submitted by the interested individuals or firms (Vendor) and select no more than three (3) vendors which in their opinion are the best qualified to perform the desired service.

The Committee will conduct interviews with each Vendor selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment and then rank in order of preference the Vendor deemed to be the most

highly qualified to provide the services required, and, subject to approval by the Board, shall commence scope of service and price negotiations with the highest qualified Vendor.

**Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

• Qualifications and experience	40 Points Possible
• Approach and methodology for meeting Goals and Objectives	30 Points Possible
• Oral interview	30 Points Possible
<b>Total</b>	<b>100 Points Possible</b>

Should the Library be unable to negotiate a satisfactory contract with the Vendor at a fee determined, solely in the discretion of the Library to be fair and reasonable (the "Contract"), price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified Vendor, the committee shall undertake price negotiations with the third most qualified Vendor.

Should the Library be unable to negotiate a satisfactory contract with any of the selected Vendors, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

**VENDOR RELATIONSHIP:** The relationship of the Vendor to the Library shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the Library for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing, fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the Library and shall provide the Library with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the Library, its officers and employees from and against: (1) Any claims or losses for services rendered by

any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.