

Town of
KERNERSVILLE
PARKS & RECREATION

Request for Qualifications for

**CONSTRUCTION MANAGER AT RISK
(CMAR) SERVICES FOR
KERNERSVILLE RECREATION &
EVENT CENTER**

Issue Date: **April 9, 2021**

Submission Deadline: **April 23, 2021 by 4:00 PM EST**





CALL FOR CONSTRUCTION MANAGER AT RISK REQUEST FOR QUALIFICATIONS

KERNERSVILLE RECREATION AND EVENT CENTER

The Town of Kernersville ("Town") is seeking to hire a qualified Construction Manager at Risk firm ("CMAR" or "CM") as defined by NCGS 143-128.1 to provide preconstruction and construction management services for the Kernersville Recreation and Event Center ("Project"). Through this Request for Qualifications ("RFQ") the Town is seeking Qualifications Statements from interested and qualified firms.

The architect, CPL Architecture Engineering Planning, has been selected. The total construction budget is \$11 million, inclusive of construction, design, contingency, and other owner associated costs. The Town anticipates a design and construction process of twenty-four (24) months. The site location of the proposed new complex will be at the Ivey M. Redmon Sports Complex, 788 Beeson Road, Kernersville, North Carolina, 27284. The Construction Manager at Risk will be evaluated and selected through a qualification-based selection process.

Project Architect:

CPL Architecture Engineering Planning
Rachel Nilson, AIA, NCARB
Senior Associate / Project Manager
6302 Fairview Road, Suite 102
Charlotte, NC 28210
rnilson@cplteam.com
704-331-9131

Project Owner:

Town of Kernersville
Ernie Pages, CPRP
Director of Parks and Recreation
127 Bodenheimer Street
Kernersville, NC 27284
epages@toknc.com
336-992-0804

The Request for Qualifications (RFQ) provides complete information on the services being sought, the submittal requirements, and timeline. Copies of the RFQ may be obtained from the Town's Website via www.toknc.com and on the Town's Open Bids via [Vendor Registry](#).

Statement of Qualifications shall be submitted electronically in PDF format meeting the requirements defined in this RFP to:

Ernie Pages, CPRP
Director of Parks and Recreation
epages@toknc.com

Submittals must be received by 4:00 PM EST on Friday April 23, 2021

To ensure receipt of any addenda to this RFQ, please register as an interested firm by contacting the Project Owner: Ernie Pages, CPRP, Director of Parks and Recreation, 127 Bodenheimer Street, Kernersville NC, 27284 by email at epages@toknc.com (Email is preferred) or phone at 336-992-0804.

Any questions regarding this RFQ must be directed to Ernie Pages, CPRP, Director of Parks and Recreation and received in writing by **4:00 PM EST on Friday, April 16, 2021**. Questions received after this date may not receive a response.

All responses to questions will be issued in an addendum sent to each registered firm AND posted on the Town's Website via www.toknc.com and on the Town's Open Bids via [Vendor Registry](#). The Town of Kernersville is not responsible for providing updated information/changes to firms not registered.





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Responses must be prepared in conformance with the guidelines described in this RFQ. Responses received after the deadline will not be considered.

This RFQ does not obligate the Town of Kernersville to pay any cost incurred by respondents in the preparation and submission of a response. Furthermore, a response to the RFQ does not obligate the Town of Kernersville to accept or contract for any expressed or implied services. The Town of Kernersville reserves the right to reject any and all submittals for any reason. Forsyth County is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.





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INSTRUCTIONS TO SUBMITTERS

This Request for Qualifications (RFQ) is designed to comply with all applicable rules and regulations including all Town of Kernersville policies. Construction Managers at Risk wishing to submit for consideration should follow the guidelines established herein. A Statement of Qualifications shall be submitted electronically to the Director of Parks and Recreation, Ernie Pages, CPRP, at epages@toknc.com before 4:00 PM EST, April 23, 2021. Statements of Qualifications received after that time will not be considered.

Project Background and Scope of Services

1. The Town of Kernersville Parks and Recreation Department provides year-round indoor and outdoor facilities and programs to the community. The Recreation System Wide Master Plan, Capital Improvement Plan, Kernersville 2020, and Kernersville Onward plans have identified the need for an indoor multi-purpose facility. The future Kernersville Recreation and Event Center would be able to provide traditional athletic and general recreation programs, host medium to large indoor travel tournaments, as well as civic and theatrical events. The facility would be the first true indoor Recreation facility for the citizens of Kernersville.

The Kernersville Recreation and Event Center is anticipated to be approximately 53,115 square feet in size and house basketball courts, indoor walking track, multipurpose rooms, kitchen, fitness rooms, and additional community spaces and support spaces.

The project site, located at the Ivey Redmon Sports Complex, and anticipated improvements include parking, walkways, and driveways.

2. The Town has retained CPL Architecture Engineering Planning ("CPL") and their consultants for design services. CPL has begun the Programming and Schematic Design phases of the project; and will be providing services through the Construction Administration phase.

Procurement of CMAR services will be made in accordance with the provisions of G.S. 143-64.31 which requires that CM firms be selected on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee. After selection of a qualified CM, the Town and the selected firm will negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.

The CM will be an integral member of the project team which consists of representatives from the Town, the project Architect/Engineer (Project Design Team), and other consultants, as determined by the Town. Generally, it will be the responsibility of the construction manager to integrate the design and construction, utilizing the firm's skills and knowledge of general contracting to contribute to the development of the project during the design pre-construction phases. During the construction phase, the CM will be responsible for effecting construction of the project within the Guaranteed Maximum Price (GMP) and providing all necessary construction services through trade contractors selected as provided by the NC General Statutes.





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The CM Contract will be performed in three (3) phases, which will include Phase I – Pre-Construction Services, Phase II – Pre-Construction Services / Guaranteed Maximum Price (GMP), and Phase III – Construction Services. The first phase will be comprised of utilizing the conceptual design and developing preconstruction services through schematics design and a schematic budget estimate. The second phase will include the negotiation of the Guaranteed Maximum Price and the CM contract. The third and final phase will include the implementation of the design development, construction document, pricing, permitting and project construction.

Construction is anticipated to start in the spring of 2022. The construction budget for the new Kernersville Recreation and Event Center is \$11 million including any site development work.

Phase I – Pre-Construction Services

1. Project Review
 - a. The pre-construction phase will include services through schematic design including a schematic budget estimate. It will be the responsibility of the construction manager to integrate the design and construction, utilizing the firm's skills and knowledge of general contracting to contribute to the development of the project during the design pre-construction phases.
 - b. The CM shall develop written project procedures, in cooperation with the Town and other members of the Project Team that will be used as a guide for the management and coordination of this project throughout the life of the project.
2. Consultation During Pre-Construction Services
 - a. The CM shall attend regularly scheduled meetings with the Town, the Project Designer, Consultants, other design team members, and stakeholders, to advise them on matters relating to site use, improvements, selection of materials, building methods, scheduling, construction details, building systems and equipment, phasing and sequencing. The CM shall provide written recommendations to the Town and the Project Designer on construction feasibility.
3. Value Analysis
 - a. The CM shall, after a complete review of the Project Schematic Design documents, evaluate the designs available at the time of the CM's commencement of Preconstruction services to obtain an understanding of the intent of the Town and the Project Designer, provide value analysis services, and offer cost savings suggestions and best value recommendations to the Town. All recommendations shall be in writing and must be fully reviewed with the Project Designer and the Town, and approved by the Town prior to implementation.
 - b. Value analysis efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value 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.





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- c. Value analysis efforts shall also take into consideration applicable constructability issues including but not limited to an analysis of site risks.
 - d. The CM shall promptly notify the Town and Project Designer in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting, or erroneous.
 - e. All value analysis studies must be provided in a timely basis within the design schedule.
 - f. Value analysis studies shall be continuous as the design is completed.
4. Schedule
- a. The CM shall utilize standard industry scheduling to prepare, provide, and maintain appropriately detailed design phase Construction Project Manager ("CPM") schedules.
 - b. The CM shall submit the schedule in both paper copy and electronically. The project schedule shall be sufficiently detailed to allow for a realistic projection of construction activity sequences and durations. The submitted schedule shall be a complete schedule update, showing all relationships and the project's critical path up through, and including a realistically attainable substantial completion date.
 - c. Updated schedules will be required at the end of each design phase established by the contract between the Town and the Designer, and after major value engineering decisions.
 - d. Within thirty (30) days from the Notice to Proceed, the CM is to establish a detailed CPM schedule or Provisional Preliminary Network that identifies the proposed phases for completing bidding and construction with the concurrence of the Town and the Project Designer. The CM is responsible to monitor this schedule during the pre-construction/design phase, update the schedule as required, and advise the Town of any deficiencies in adhering to this schedule by any party.
5. Logistics Plan
- a. CM will develop a graphic Logistics Plan to help analyze the project site, define the flow of labor and materials into the site, and reduce offsite traffic impacts. The Logistics Plan will show locations of all temporary construction facilities, including hoists, offices, and scaffolding, refuse removal chutes, crane positioning, safety equipment, staging areas, etc. The plan will also reference surrounding roads, parking, offices, stadiums, public buildings, and activities that may be affected. The Logistic Plan will attempt to maintain a smooth flow of material and labor around the job site and maintain an efficient project schedule.
6. Quality Control / Quality Assurance (QA/QC)
- a. Within 15 days of execution of the Preconstruction Services Agreement, the CM shall submit to the Town for approval a written QA/QC Plan.
 - b. This plan shall be based on structured and industry acceptable QA/QC steps to be performed by the CM during the Preconstruction Services Phase of the Project. The Plan





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shall also indicate all firm(s) and/or individual(s) assigned by the CM to perform QA/QC functions and their professional qualifications to perform such services.

- c. All design and construction documents including but not limited to drawings, specifications, cost estimates, constructability reports, engineering reports, site assessments and other related project documentation are to be checked and stamped (certified) by the CM. the Town is to be provided a complete set of documents certified by the CM.
7. Constructability Review
- a. CM shall review the design schematics, design development and construction documents throughout the Preconstruction Phase to determine the Project's constructability. All issues identified as creating a risk to the project or potentially impacting constructability shall be identified in a written report submitted to both the Town and the Project Designer. At a minimum, the written report shall contain: (1) a description of the constructability issues with background information; (2) a summary of the CM's in-depth study/research for constructability items that the Town or the Project Designer do not agree with; (3) written recommendations for addressing the issue; and (4) list any value engineered items for the Town and Project Designer's consideration.
8. Construction Cost Model / Estimates
- a. The CM 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 (schematics, design development, and construction documents) during which the CM is performing Pre-Construction Services.
 - b. Each CM Cost Model Update must contain a statement of the total amount determined under that construction cost model to be the total construction costs for the facility including alternates, CM General Conditions, CM fees, and CM contingency in accordance with the Project Designer's Program.
 - c. The CM Cost Model Update shall be compared to the Project Budget to determine whether it is sufficient to complete the Design Program and account for reasonably expected constructability issues and project risks. Additionally, this budget comparison shall set out all required fees, reserves, contingencies and usual project related expenses in order to reflect the total anticipated cost of the project.
 - d. In the event that the CM Cost Model Update and/or the Project Designer's Statement of Probable Construction Costs exceed the Project Budget, the CM shall without additional compensation work in conjunction with the Project Designer to redesign the facility as necessary to maintain the Project Program within the Project Budget.
 - e. The Project Designer and the Town will review the CM Cost Model Update for reasonableness and compatibility with the Project Budget. Meetings and negotiations between the Town, Project Designer, and the CM 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 CM shall work with the Town and the Project Designer to reach a mutually acceptable Probable Construction Cost.





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9. Coordination of Contract Documents

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

10. Ownership of Documents

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

Phase II – Pre-Construction Services and Guaranteed Maximum Price (GMP)

1. Preliminary Guaranteed Maximum Price (pGMP)

- a. CM to submit pGMP as completion of preconstruction services for the Town's consideration, review and acceptance. The contract contained within this RFQ itemizes the requirements of the pGMP.
- b. The pGMP must not exceed the amount of funding available in the Construction Budget.
- c. In the event that the pGMP exceeds the Project Construction Budget, the Town reserves the right to direct the CM to work in conjunction with the Project Designer to redesign the Project as necessary to maintain the Project Program and meet the Project Construction Budget at no additional cost to the Town.
- d. The Construction Manager's detailed construction cost estimates and pGMP will be reviewed by the Project Designer and the Town for reasonableness and compatibility with the Project Budget.
- e. Meetings and negotiations between the Town, Project Design Team and the Construction Manager will be held to resolve questions and differences that may occur between the Project Budget and the Construction Manager's construction cost estimate and corresponding pGMP. The Construction Manager shall work with the Town and Project Design Team to reach a mutually acceptable pGMP.
- f. Once pGMP is accepted, the CM shall provide a GMP for the project which shall be the sum of the accepted bids for the cost of work, any necessary estimates for the cost of





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work where no acceptable or responsive bids were received, contract compliance costs, the construction contingency and the CM fee.

2. Town / Owner's Contingency

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

3. CM-GMP Contingency

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

4. Non-Acceptance of the GMP and Termination of the CM Contract

- a. The Town, at its sole discretion, may decline to accept the Construction Manager's GMP for any Construction Phase and thereupon, without penalty, the Contract shall terminate





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according to its terms at the end of the Pre-Construction Phase of the work under contract.

- b. In any event, such termination shall likewise terminate all further services and obligations of the Construction Manager. The Construction Manager shall accept the amount negotiated for Pre-construction services as full and complete reimbursement of all costs and services performed by the Construction Manager for Pre-Construction Services or the Construction Phase services under contract and shall not be entitled to any further amounts. Thereafter, the Town shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the Construction Manager and with full ownership and use of any data and information developed during Pre-Construction activities.
5. Bidding Services
- a. In accordance with North Carolina General Statutes Section 143-128.1 the CM will be required to prequalify all first-tier subcontractors with assessment tools and criteria for the Project including specific prequalification scoring values jointly developed with the Town.
 - b. CM shall proceed to obtain written, sealed competitive bids and open them in a manner consistent with NC General Statutes.

Phase III – Construction Services

The CM firm manages the construction project for the Town of Kernersville, as an open book project. All cost savings are returned to the Town.

All work performed under this contract shall be in accordance with the terms and general conditions of the contract as modified or supplemented by any contract amendments, special conditions, or other contract documents as listed hereinafter, any addenda, and other components of the contract.

1. General
 - a. The Construction Phase for the Project shall commence on the later of the following two required conditions: (1) the full completion and execution of the Guaranteed Maximum Price Amendment for the Project and (2) issuance of a Notice to Proceed on the Project. If the Owner and Construction Manager agree the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.
2. Administration
 - a. The Subcontractors whose bids are accepted and used by the Construction Manager to determine the Cost of the Work and to calculate the Guaranteed Maximum Price shall be the Subcontractors used by the Construction Manager unless the Owner authorizes or requires another subcontractor to be used.
 - b. The Construction Manager shall schedule and conduct meetings at which Owner, Owner's Designated Representative, Architect, Construction Manager and appropriate





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- Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute minutes of all meetings.
- c. Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal and issuance of a Notice to Proceed on the Project, the Construction Manager shall prepare a schedule for the Work and submittal schedule in accordance with the General Conditions of the contract, including the Owner's occupancy requirements.
 - d. The Construction Manager shall provide monthly written reports to the Owner, Owner's Designated Representative and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.
 - e. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner, Owner's Designated Representative and Architect at regular intervals.

SUBMITTAL RESPONSE

The submittal should be divided into individual sections as listed below. Firms are urged to include only information that is relevant to this specific submittal so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the firm's demonstrated capability to provide services of this type.

All requirements and questions should be addressed and all requested data should be supplied. The Town reserves the right to request additional information which is necessary to ensure that the firm's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

By submitting a proposal, the firm acknowledges that representatives of the Town have the right to make any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the proposal and if requested the firm must authorize in writing the release to the Town of any and all information sought in such inquiry or investigation.

The submitter shall provide one (1) unbound copy and one (1) electronic PDF copy on a thumb drive. Please limit response to forty (40) single-sided or 20 double-sided pages, excluding appendix items, Town required non-collusion affidavit and UBE (HUB?) documentation. Font size shall be no less than 11 pt.

1. Cover Letter

The RFQ Response shall contain a cover letter, signed by a principal in the firm, indicating his or her title and that he or she has authority to submit the Response on behalf of the firm. The cover letter should contain the following statement:





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“The undersigned has the authority to submit this RFQ Response on behalf of “*name of company*” to the Town of Kernersville for Construction Manager at Risk. Kernersville Recreation and Event Center Project.”

The cover letter should contain one of the following two paragraphs:

“With respect to all trade secrets that the Submitter may submit to the Town in connection with this Response or the Contract, if the Contract is awarded to the Submitter, the Submitter shall comply with the section of the RFQ titled “Trade Secrets and Confidentiality,” (see Attachment A) including but not limited to all of its subsections, such as the subsection titled “Defense of Town.” The Submitter acknowledges that the Town will rely on the preceding sentence.”

-or-

“The Submitter is not submitting and shall not submit any trade secrets to the Town in connection with this Response or the Contract, if the Contract is awarded to the Submitter. The Submitter acknowledges that the Town will rely on the preceding sentence.”

2. Qualification of the Firm

The Response shall provide a description of the professional and technical experience, background, qualifications and professional licensing / certification of the firm. The firm should show that their company possesses demonstrated experience in all areas of the profession. If this is a Joint Venture submittal, include information for both firms for this section (Section 2). Include:

- a. Qualifications of the firm
 - Brief history of the firm
 - Organizational structure, (e.g. LLC, Corp., Partnership, etc.)
 - State of incorporation Years in business
 - If this is a joint venture / association submittal, provide a clear explanation of the role of all firms and the percentage of involvement for each.
- b. North Carolina General Contractor’s license number. Include copy of current license in the Appendix.
- c. Provide the following information regarding the firm:
 - Address of office that will be managing this project
 - Range of services offered in the managing office
 - Number of Project Managers and Superintendents in the managing office that have experience relevant to this project
- d. Annual dollar workload listed for each of the last three (3) years inclusive of projects per year:
 - 2020 _____ #projects \$ _____ total





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- 2019 _____ #projects \$ _____ total
 - 2018 _____ #projects \$ _____ total
- e. List the current projects in progress. Include: name, location, approximate square footage, current contract value and estimated date of completion.
- f. Demonstrate experience working with the Town of Kernersville, Town/County Planning and Inspections, State of North Carolina Agencies as may be required.
- g. Demonstrate at least 5 years of experience in construction manager-at-risk.
- h. Provide the address of the office that the project staff assigned to this project will be based.
- i. Provide the following Organization Chart.
- Project Team Organizational Chart that at a minimum identifies entire project staff
 - Resumes for key team members including preconstruction, onsite management staff and support services. Include (1) certifications/licenses, (2) education, (3) relevant experience, (4) staff member's location, (5) aspects of pre-construction or construction the person will handle and (6) the percentage by which each person will divide their time between pre-construction and construction.
- j. 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.
- Has your company ever failed to complete work awarded to it?
_____ Yes _____ No
 - 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
 - Has your company filed any claims with the North Carolina public entity within the last five years?
_____ Yes _____ No
 - Has your company been involved in any suits or arbitration within the last five years?
_____ Yes _____ No
 - Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents?
_____ Yes _____ No





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- Within the last five (5) years, has Submitter been named in any action, administrative proceeding, or arbitration in which it was alleged that the Submitter failed to comply with N.C. Gen. Stat. Chapter 22C or any similar state or federal statute requiring the prompt payment of subcontractors?

_____Yes _____No

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

_____Yes _____No

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

_____Yes _____No

- Have your company been assessed Liquidated Damages with the last ten (10) years?

_____Yes _____No

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

_____Yes _____No

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

_____Yes _____No

- Have your company been assessed Liquidated Damages with the last ten (10) years?

_____Yes _____No

k. Within last five (5) years, has any contract for construction or CM services of Submitter’s been considered in default, suspended or terminated for convenience or cause? If so, please attach an explanation of the matter including the name and location of the project, the name and address of the owner’s representative, and all pertinent details of the default, suspension or termination.

l. Within the last five (5) years, has Submitter’s contract or any portion of the work connected to the contract been completed by the Owner or Submitter’s surety? If so, please attach an explanation providing the name and location of the project, the name and address of the owner’s representative, and all pertinent details of the matter.

m. Within the last five (5) years, has Submitter been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such procurement agency? If so, please attach a full explanation.





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- n. Within the last five (5) years, has Submitter been named in any action, administrative proceeding, or arbitration in which it was alleged that the Submitter failed to comply with N.C. Gen. Stat. Chapter 22C or any similar state or federal statute requiring the prompt payment of subcontractors? If so, please attach a full explanation.
 - o. Within the last five (5) years, has the Submitter or any predecessor or related entities, or any officers, shareholders/partners or key personnel of the Submitter ever been convicted of or pleaded guilty to any crime (a) related to the bid process for contracts on public or private projects or (b) involving fraud or misrepresentation? If so, please attach a full explanation.
 - p. Identify any projects in which the firm was assessed Liquidated Damages within the last five (5) years.
3. Relevant Experience

Provide 3-5 fact sheets on projects of similar scope, size and complexity. Preferably, these projects will have been completed in the last five (5) years. For each project, provide the following information:

- a. Description of the project, scope of work and location of project.
 - b. Project's GMP and final construction cost. Attach an explanation for each project where total project cost exceeded GMP OR estimated project cost by greater than 10 percent (10%).
 - c. List CM fee for each project as \$ and as a % of the overall construction cost.
 - d. Comparison of the number of days in the original schedule with the number of days taken for actual completion. Attach explanation for any project completion date greater than 30 days behind the original schedule as adjusted by change order.
 - e. Number of Phases, short elaboration on Phasing strategy and success, and/or strategy of logistics plan of work within occupied spaces, if applicable.
 - f. Name, company and title of owner's representative, their telephone and e-mail address.
 - g. Name, company and title of lead architect's representative, their telephone and e-mail address.
 - h. Specific details on the extent to which pre-construction and construction phase services were provided.
 - i. Indicate which members of the proposed team personnel managed this project.
 - j. Minority participation strategies.
4. Key Personnel

Identify the primary contact professional who would be assigned responsibility for this project and note their experience with construction manager at risk projects. Provide information on the





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key individuals identified in the Project Team Organizational Chart in accordance with the following:

- a. List of key personnel who will be assigned to the project. Attach sworn statement that the above persons will be exclusively 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 the 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 the above.
 - e. Identify any sub-consultants submitted to be used on this project and their location. Clearly explain their role and the percentage of involvement.
5. Methods and Procedures

The Submittal should provide a detailed methodology for accomplishing the Kernersville Recreation and Events Center Project. This approach shall include additional suggestions that are not specifically requested in this RFQ, but are considered necessary to ensure the highest degree of safety, constructability, value and operation. Provide the following information based on your experience on similar projects over the last five years:

- 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. Address the following elements in the description.
 - Value Engineering
 - Approach to meet schedules and complete projects within budget
 - Approach to minimizing business and operational disruptions on an occupied campus
 - Planning, scheduling and staffing plans
 - Major issues/risks you anticipate impacting this project and mitigation plan
 - Preliminary site logistics and phasing strategy
 - Constructability Reviews/Issues





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- Cost Model/Estimates
- Project Tracking/Reporting
- Request for Information (RFI) and Shop Drawings
- Quality Control
- Safety Management
- Use of technology
- **COVID-19 Considerations:** *The ongoing COVID-19 pandemic environment presents unique challenges – some known and many not yet contemplated. In the best interest of the Project, open and frank communication between the CM, Owner and Architect is important. For purposes of mitigating and managing any potential COVID-19 impacts on the Project (both preconstruction and construction phases), please provide a narrative in your RFP response of your thoughts and suggestions on risk management and allocation (including insurance products) and how best to address and manage potential impacts and unknowns relating to the COVID-19 pandemic.*

b. Minority Participation

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

c. Discuss how you envision the relationships working with your firm and the Town of Kernersville, the Architects, citizens and other organizations that may be involved.

d. Identify other firms that you plan to subcontract or joint venture with, if any, for this contract and identify what they will be responsible for. If your submission assumes that the Town will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

6. Exceptions

- a. Any and all exceptions to the RFQ, must be listed on an item-by- item basis and cross-referenced with the RFQ document. If there are no exceptions, Firm must expressly state that no exceptions are taken.





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- b. If your firm wishes to provide a submittal that does not comply with the standards as discussed above, it is recommended that you also submit one that does comply in addition to the one that does not comply so that your “non-compliant” version can be considered as an alternative if the Town is interested in it. This will allow your firm’s compliant version to be considered if the Town remains steadfast on applying the standards discussed above.
7. Financial Condition of the Firm
 - a. The Town is seeking a CMAR who clearly possesses the financial resources necessary to undertake the requirements of the proposed contract. To demonstrate those resources, firms must submit the most recent two (2) years’ financial statements of the firm. In the event you believe that this information is proprietary, submit with your proposal a single copy of the document(s) containing this information in a separate, sealed envelope marked “Confidential” together with a stamped, self-addresses envelope. The Town will return all confidential, proprietary information to you at the termination of the selection process.
 - b. Must submit a statement from an A- or better Surety Company licensed to do business in North Carolina attesting to the firm’s bonding capability to provide adequate performance and payment bonds for this project. In the event you believe that this information is proprietary, submit a single copy of the document(s) containing this information in a separate, sealed envelope marked “Confidential” together with a stamped, self-addresses envelope. The Town will return all confidential, proprietary information to you at the termination of the selection process.
 - c. Must submit a current comprehensive Dun & Bradstreet (or similar) financial report inclusive of Dun & Bradstreet rating.

The Town may request that the submitter provide an annual operating statement, income tax form, or other reasonably comprehensive evidence of financial condition.

8. Insurance Requirements

The CMAR shall furnish the Town with a Certificate of Liability Insurance showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the Town prior to the Engineer/Architect and any subcontractor of the Engineer/Architect commencing any services under this Agreement. The Town of Kernersville shall be the Certificate Holder and shall be named as an Additional Insured.

The insurance required for this contract is as follows:

- a. Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed. A \$5,000,000 aggregate is required for Umbrella Liability.





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- b. Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.
- c. Workers' Compensation and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.
- d. Professional Liability Insurance: The Contractor shall take out and maintain during the life of this contract Professional Liability Insurance to include Errors and Omissions not less than \$2,000,000 per claim and \$4,000,000 aggregate.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The Town reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A;VII.

Indemnity Provision

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town of Kernersville or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subcontractors, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the Town of Kernersville, and agrees to indemnify and hold harmless the Town of Kernersville, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement Contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Other Provisions:

- 1) Any deductible or self-insured retention must be declared to and approved by the Town.





CALL FOR CONSTRUCTION MANAGER AT RISK REQUEST FOR QUALIFICATIONS

2) The policies are to contain, or be endorsed to contain, the following provisions:

a. Commercial General Liability Coverage

- i. The Town of Kernersville, its officials, employees and volunteers are to be covered as additional insurers as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees or volunteers.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the Town of Kernersville, its officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

Town of Kernersville

PO Box 728

Kernersville NC, 27285

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, and volunteers. In the event the Town of Kernersville is damaged by the failure of the Contractor to maintain such insurance and to so notify the Town, the Contractor shall bear all reasonable costs properly attributable thereto.

c. Subcontractors

Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

d. No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the Town nor a waiver of the Town's immunity pursuant to NCGS 160A-485.





CALL FOR CONSTRUCTION MANAGER AT RISK REQUEST FOR QUALIFICATIONS

SELECTION CRITERIA

- 25%: Project Approach and Understanding of Project Objectives and Constraints, Including proposed QAQC program
- 20%: Experience Working on Similar Projects and Working with Applicable Regulatory Bodies including Town / County Planning and Inspections
- 10%: Demonstrated Excellence with Projects of similar scale, budget and scope
- 25%: Demonstrated Ability to Meet Project Schedules and Budgets
- 15%: Management, Team Organization and Skill Experience of Key Team Members
- 5%: Other Factors as determined by the Selection Panel (Examples: References, Quality of Presentation Materials, Responsiveness, etc.)

SCHEDULE

The following is a Preliminary Schedule (subject to change):

RFQ Advertisement Issued	Friday, April 9, 2021
Receipt of RFQ Questions	Friday, April 16, 2021 by 4:00 PM EST
Receive RFQ Packages	Friday, April 23, 2021 by 4:00 PM EST
Interviews with CM Firms	TBD
Town Board Awards Contract	Tuesday, May 4, 2021
Notice to Proceed	TBD
Project Completion	TBD

BUDGET

Approximately \$11,000,000 for construction

OTHER NOTICES

1. Notice Under the Americans with Disabilities Act (ADA)

The Town of Kernersville will not discriminate against qualified individuals with disabilities on the basis of disability in the Town’s services, programs, or activities. The Town will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all Town programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the Town program, service, or activity, should contact Casey Johnson, ADA Coordinator, by phone at 336-564-2241, or by email at cjohnson@toknc.com, as soon as possible but no later than 48 hours before the scheduled event.





CALL FOR CONSTRUCTION MANAGER AT RISK REQUEST FOR QUALIFICATIONS

2. E-Verify Compliance

If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the Town is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

3. State Treasurer's Lists Regarding Iran and Boycott of Israel

If the successful bidder or the Town signs the contract on October 1, 2017 or afterwards, and the value of the contract is \$1,000 or more, the following applies unless the bidder otherwise states in its bid: the bidder affirms (by submitting a bid) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to

N.C.G.S. 147-86.58 as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the Town may be void.

4. Non-Contact Provision

Interested firms are prohibited from contacting any Town official or employee concerning this Project during the course of the interview, negotiations, pre-contracting, or other process of this solicitation, except to participate in the pre-submittal meeting, and to submit questions via the Town's designated project manager. Any such contact shall be grounds for disqualification of any firm who may have initiated such contact.

Attachments

- Appendix A: Certification Form
- Appendix B: E-Verify Form
- Appendix C: Iran Divestment Certification





CALL FOR CONSTRUCTION MANAGER AT RISK REQUEST FOR QUALIFICATIONS

Appendix A – Certification Form

(Provide separate Certification for each Joint Venture or Partnership entity)

****COMPANY NAME** **SEAL****

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS RESPONSE TO THE REQUEST FOR PROPOSALS IS CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND BELIEF.

This the _____ day of _____, 2021.

By: _____

Title: _____

License number under which the project will be executed: _____

Name license number above is held in

STATE OF _____

COUNTY OF _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 2021. My commission expires: _____





CALL FOR CONSTRUCTION MANAGER AT RISK REQUEST FOR QUALIFICATIONS

Appendix B – E-Verify

STATE OF NORTH CAROLINA

TOWN OF KERNERSVILLE

AFFIDAVIT:
E-VERIFY COMPLIANCE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Contractor") and as a condition of bidding on _____ Kernersville Recreation and Events Center _____ (the project, hereinafter "Project") with for the Town of Kernersville, North Carolina, after first being duly sworn hereby swear or affirm as follows:

1. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____

2. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

3. Contractor affirms that if the answer to question 1 above is "yes" then after hiring an employee to work in the United States it shall verify the work authorization of said employee through E-Verify in accordance with North Carolina General Statute §64-26(a).

4. Contractor acknowledges that a subcontractor that transacts business in the State of North Carolina and employs 25 or more employees in this State must comply with E-Verify.





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- 5. Contractor will ensure that any subcontractor subsequently hired by Contractor will comply with E-Verify.

This _____ day of _____, 2021.

Signature of Affiant

Print or Type Name: _____

Title: _____

Contractor: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me, this the
_____ day of _____, 2021.

Notary Public

My Commission Expires:

(Affix Official/Notarial Seal)





CALL FOR CONSTRUCTION MANAGER AT RISK REQUEST FOR QUALIFICATIONS

Appendix C – Iran Divestment Act Certification

N.C.G.S. 143C-6A-5(a)

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

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

Signature

Date

Printed Name

Title

Notes to persons signing this form:

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

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

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

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

