



REQUEST FOR QUALIFICATIONS

Design-Build Services

Ivey Redmon Stream Restoration Project Phase II

June 10, 2024

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SECTION 1. Project Information and Procurement Process

1.1 General Notice

- 1.1.1 The Town of Kernersville, North Carolina (“Owner”) extends this Request for Qualifications (“RFQ”) to solicit a response in the form of a Statement of Qualifications (“SOQ”) from any interested party (“Proposer”) for Design-Build Services (“Services”) for the Ivey Redmon Stream Restoration Project (“Project”).

1.2 Overview

The Ivey Redmon Stream Restoration Project seeks to restore and/or enhance stream reaches located in and adjacent to the Ivey M. Redmon Sports Complex in Kernersville, NC. Sedimentation is resulting from streambank erosion and channel headcutting along the stream channels, and the streambank erosion is causing extensive downstream migration of sediment and associated nutrients. The project is being undertaken to restore and/or enhance two stream segments totaling 2000 linear ft in order to significantly reduce streambank erosion and improve water quality and aquatic habitat. A North Carolina Land and Water (NCLW) grant was awarded to the Town in 2023 to provide funds to assist with the restoration and stabilization of these channels. A North Carolina Division of Water Resources (NCDWR) grant was awarded in 2021 to provide funds for design and permitting. The grant requires that construction be at completion by December 2nd, 2024. The project will be used as a public education and outreach opportunity, with planned workshops and classes to be led by NC Cooperative Extension with assistance from the selected Design-Build Team.

1.3 Project Scope of Work

- A. The Project consists of the restoration/enhancement planned to occur within the Complex which will be implemented by the Design-Builder.
- B. The scope of work will consist of the design and construction of approximately 2000 feet of stream restoration/enhancement along the stream reach identified as “Reach 1A” and “Reach 1B”, in the attached map (see Section 5).

In addition to conducting all the work that is necessary to complete stream restoration design and construction, the Design-Build Team will also be required to:

- Provide a long-term maintenance plan for the project. The maintenance plan should be concise and should include a checklist of inspection items for the stream restoration components that will enable the Town to conduct annual inspection.
- Provide a 1-year warranty on workmanship, plants and materials.

- Provide a vegetation plan for the restored channels that uses perennial native vegetation with a focus on key spots where a variety of sizes (e.g. shrub, tree), type (e.g. container, ball and burlap, tubelings and bare root) and bloom color are selected to provide an aesthetic appeal to the project.
- Assist the Town in community meetings for occasional project updates.
- Assist with educational workshops and classes to be held during the design and construction process. NC Cooperative Extension has agreed to be the lead in the education effort and will offer a construction class for professionals; a stream repair class for citizens; an invasive class for professionals/citizens and possibly other classes as well. The Design-Build Team is expected to be an active part of the education process.
- Provide invasive species management and removal.

1.4 Conceptual Schedule

To meet the requirements of project grant funding, the Town requires that the Project be completed before December 2, 2024.

1.5 Construction Costs

Based on the preliminary work done to date, the Owner's Project budget is \$605,000 (\$100,000 of this is for Design/Permitting/Surveying).

1.6 Status of Existing Work, Permitting and Site Information

1.6.1 Status of Existing Work

The Town contracted with an outside consultant to provide a geomorphic assessment and feasibility study for restoration of the project streams. The feasibility study is included as an attachment to this RFQ in Section 5. The study identified seven distinct reaches within the project site and provided recommendations for the level and type of restoration and/or enhancement work necessary to achieve the erosion reduction and water quality goals for the project.

1.6.2 Permitting

The permits listed in this subsection are the responsibility of the Design-Builder and include but are not limited to those permits. It is the responsibility of the Design-Builder to identify and obtain all permits required for this Project.

- Section 404/401 Permits

- Erosion and Sedimentation Control Permit
- FEMA No-Rise/ CLOMR/LOMR

1.6.3 Site

The site is located at the Ivey M. Redmon Sports Complex at 788 Beeson Rd, Kernersville, NC. Four streams with seven distinct stream reaches are located in the park and on nearby properties, including the two reaches that are part of the Phase II project (identified as Reach 1A and Reach 1B in the attached map, see Section 5). The streams are located north of the ball fields in the Sports Complex extending southward from near Shields Rd. towards I-40.

1.7 Additional Information and Procurement Process

- 1.7.1 The Owner is using the design-build project delivery method. The procurement and the provision of Services will be in accordance with North Carolina General Statutes (G.S.) Chapter 143-128.1A and this RFQ. Selection of the Design-Builder will be made using a one-step procurement and selection process.
- 1.7.2 The procurement process will proceed with the issuance of the RFQ where any interested Proposer can submit its Statements of Qualifications ("SOQ") in accordance with the requirements set forth in this RFQ.
- 1.7.3 The Selection Committee will evaluate the SOQs as set forth in this RFQ. The three most highly qualified Proposers shall be ranked. SOQs may not be withdrawn within 60 days from the date on which SOQs are submitted.
- 1.7.4 If not as many as three SOQs have been received from qualified Proposers, the Town will again solicit for design-build services. If as a result of such second solicitation not as many as three responses are received, the Town may then begin negotiations with the highest-ranked Proposer under G.S 143-64.31 even though fewer than three responses were received. If a contract cannot be negotiated with the best qualified Proposer, negotiations shall be terminated in writing and initiated with the next best qualified Proposer.
- 1.7.5 The Owner intends to enter into a Design-Build Agreement ("Agreement"), a copy of which is included in Section 5.

1.8 Project Expectations

- 1.8.1 The Owner expects its Design-Builder to possess the requisite experience and competence which includes experience with the design and construction of stream restoration projects.

1.8.2 By utilizing a design-build approach, the Owner expects to secure substantial benefits for its Project, including a design benefitting from the collaboration with the Design-Builder, Owner and its technical advisor. Other benefits include:

- A. Project price that meets Owner's budget.
- B. Project delivered on time or sooner.
- C. Project risk identification and management throughout the design and construction phases.
- D. Clear assignment of design and construction responsibilities to the Design-Builder.

1.8.3 The Owner intends to be "hands-on" and involved during the design phase and expects to achieve the following benefits:

- A. Accurate estimating during design development to ensure the integrity of the Owner's budget.
- B. Accurate scheduling during design development to ensure the integrity of the Owner's schedule.
- C. Incorporation of cost reductions and cost savings proposed by the Design-Builder.
- D. A design that represents the optimal schedule and cost efficiency for construction.
- E. Development of a Safety Plan; Quality Assurance and Quality Control Plan.

1.9 Services Provided by the Design-Builder

1.9.1 The Services, in general, to be provided are described below.

1.9.2 Design Services

- A. Manage and administer the design process including management of subcontractors and scheduling.
- B. Prepare design package with drawings, details and technical specifications for the entire project.
- C. Obtain all permits, which includes identification and completion of all permits required to design and construct the project.
- D. Assist the Town with public education and outreach efforts during the project.
- E. Assist the Town with public meetings to provide periodic updates.

- F. The Design-Builder will be expected to design a project that will strive to achieve the sediment reduction and aquatic habitat enhancement goals identified in the feasibility study used as the basis for the NCLW and NCDWR grants.

1.9.3 Construction Services

- A. Undertake and complete the Work through self-performance, and use of subcontractors and suppliers.
- B. Implement construction plans developed during design services phase.
- C. Provide construction management and administration.
- D. Provide and manage site safety.
- E. Provide quality assurance and quality control services.
- F. Update master schedule.
- G. Cost management.
- H. Acceptance and Turnover to Owner.
- I. Project closeout.
- J. Warranty correction work.

SECTION 2. Instructions for Proposers

2.1 Defined Terms

2.1.1 Terms used in the RFQ will have the meanings indicated in this RFQ.

2.1.2 For purposes of this RFQ, and when used elsewhere in this RFQ the following definitions shall apply:

- A. Design-Builder means the Selected Proposer and the design-builder that will enter into the Agreement with the Owner.
- B. Design-Build Team means the team formed by the Proposer for purposes of responding to the RFQ. The Design-Build Team can be the Proposer alone.
- C. Design-Build Team Member means a corporate entity or firm or individual included in the Design-Build Team and identified in the SOQ that will provide any of the Services for this Project. Design-Build Team Member will also include Key Personnel. Design-Build Team Member includes the Proposer.
- D. Proposer means the corporate entity or firm that submits its SOQ.
- E. Services means those services provided by the Design-Builder for design services, and construction services described in this RFQ and in the Agreement.
- F. Selected Proposer means the Proposer that is recommended by the selection committee as the best qualified Proposer.
- G. Subconsultant means an individual or entity having a direct contract with the Design-Builder or with any Subconsultant for the performance of any of the design, surveying, architectural or other professional services.
- H. Subcontractor means an individual or entity having a direct contract with the Design-Builder or with any other Subcontractor for the performance of any part of the construction services.

2.2 Examination and Purchase of Documents

2.2.1 Advertisement and RFQ information for the Project can be found at the following website: <http://toknc.com/>.

2.2.2 The RFQ may be downloaded or viewed free of charge at this website. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions for Proposers are received. Printed copies of the RFQ may be purchased at the website for the cost of printing. The cost for printed RFQ is not refundable.

- 2.2.3 This website will be updated periodically with revisions, modifications and clarifications to the RFQ (“Addenda”), procurement and RFQ information, responses to questions asked by Proposers and additional information relevant to the procurement of the Project. Proposers are encouraged to routinely monitor the web site.

2.3 Pre-SOQ Conference and Site Tour

- 2.3.1 **A non-mandatory pre-SOQ conference and site tour will be held on June 18, 2024 beginning at 9 A.M. The location of the meeting will be the Ivey M. Redmon Sports Complex at the location indicated on the attached map in Section 5. Allow at least 2 hours for site tour.**

2.4 Delivery of SOQs and Procurement Schedule

- 2.4.1 Deliver the SOQ to the address shown below no later than 3 p.m. on July 5, 2024 for the SOQ to be accepted. SOQs received after this time will be returned unopened. Address SOQs to:

Town of Kernersville
Attn: Wendi Hartup
509 Michael St
Kernersville, NC 27284

Procurement and Project Schedule

Activity	Date
Issue RFQ	June 10, 2024
SOQ Preparation Period	June 10 - July 5, 2024
Proposer Meeting- Pre-SOQ Conference and Site Tour	June 18, 2024
Deadline for Questions and Comments	June 28, 2024
Submission of SOQs	July 5, 2024
Review and evaluation of SOQs	July 10 - July 19, 2024
Interviews (optional at discretion of Owner)	July 15-16, 2024
Selection of best qualified design-builder	July 19, 2024
Board of Alderman Approval August 7 th , 2024 Meeting	July 31 st Board Packet August 7 BOA Meeting
Contract Execution	August 16, 2024
Deadline for Notification of Possible Delay in Schedule	October 2, 2024
Deadline for Substantial Completion	December 2, 2024
Deadline for Final Completion	January 2, 2025
Deadline for Final Warranty Inspection	January 2, 2026

2.4.2 The Owner reserves the right to schedule interviews. At this time interviews are not being included in the RFQ procurement phase.

2.4.3 The Owner assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ. All such costs shall be borne solely by each Proposer.

2.5 Point of Contact

2.5.1 To ensure fairness during the procurement process, until the Agreement is executed, Proposers and their employees, representatives and agents shall not contact an Owner staff, member of selection committee, Town Aldermen, or any other official, or employee involved with this procurement process other than the Point of Contact identified below.

2.5.2 Direct questions regarding this RFQ and Project are to be submitted in writing, electronically at the email address listed below. Modifications to the RFQ can only be made by Addenda.

Point of Contact:
Wendi Hartup, Stormwater Manager
Town of Kernersville

Email address: WHartup@toknc.com

2.5.3 All communications are subject to distribution to all Proposers except that Owner will endeavor to prevent disclosure to other Proposers' information unique to a particular Proposer or

otherwise identified as proprietary or confidential by a Proposer. The Owner will share with all Proposers all Addenda to this RFQ including any revisions based on its review of Proposer comment and questions concerning this RFQ. The Owner disclaims the accuracy of information derived from any source other than the Point of Contact identified above, and the use of any such information is at the sole risk of the Proposer. Only answers and responses issued by formal Addenda shall be final and binding upon the Owner. Oral and other interpretations shall be without legal effect and Proposer shall not rely on such oral and other interpretations.

2.6 Copies of RFQs

- 2.6.1 Obtain a complete copy of the RFQ.
- 2.6.2 Use complete RFQ in preparing the SOQs; no Owner representative assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete RFQ.
- 2.6.3 Owner will make copies of RFQ available on the above terms only for the purpose of obtaining SOQs to determine the three most highly qualified Proposers and the selection of the highest ranked Proposer and does not confer a license or grant permission or authorization for any other use.

2.7 Examination

Before submitting an SOQ:

- A. Examine and carefully study the RFQ, including any Addenda and the related supplemental information identified in the RFQ.
- B. Become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost, progress, or the provisions of the Services.
- C. Carefully study and correlate the information known to Proposer with the RFQ, Addenda and the related supplemental information identified in the RFQ.
- D. Promptly give Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFQ, Addenda and the related supplemental information. Determine that the RFQ, Addenda and the related supplemental information are generally sufficient to indicate and convey understanding of all terms and conditions for completion of the Services.

2.8 Interpretations and Alternate Terms and Conditions

Prior to the SOQ submission deadline stated in this RFQ, submit all questions about the meaning or intent of the RFQ, Addenda and the related supplemental information to the Point of Contact as indicated in the RFQ. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda. Addenda will be posted on the website.

Other questions will be answered on the website. Questions received less than 7 days prior to the date for opening of SOQs may not be answered. Owner will issue Addenda as appropriate of any changes to the RFQ. An SOQ submitted with clarifications or taking exceptions to the requirements of the RFQ, except as modified by Addenda, may be rejected.

2.9 Preparation of SOQ

- 2.9.1 The Statement of Qualifications Letter (“SOQ Transmittal Letter”) and other SOQ Forms are included with the RFQ. A copy of these forms in Word or Excel, as appropriate, will be made available to Proposers.
- 2.9.2 Complete all blanks on the SOQ Transmittal Letter, SOQ Form 1. Execute SOQ Form 1 as indicated below:
 - A. For a corporation in the corporate name with the signature of the president, a vice-president or other corporate officer accompanied by evidence of authority of the individual to sign on behalf of the corporation. Show the corporate address and state of incorporation with the signature.
 - B. For a partnership in the partnership name with the signature of a partner. The title of the partner must appear with the signature. The document must be accompanied by evidence of authority for that individual to sign on behalf of the partnership. Show the official address of the partnership with the signature.
 - C. For a limited liability company in the name of the firm with the signature of an officer of that company. The document must be accompanied by evidence of authority for that individual to sign on behalf of the company. Show the state in which the firm was formed and the official address of the firm with the signature.
 - D. For a joint venture with a signature of an authorized person from each joint venture member entity in the manner indicated on the SOQ Transmittal Letter. The document must be accompanied by evidence of authority for each individual to sign on behalf of their respective organizations. Show the official address of the joint venture with the signature.
- 2.9.3 Type or print all names in ink below the signature.
- 2.9.4 Acknowledge receipt of all Addenda by filling in the number and date of each Addenda received. Provide a signature as indicated to verify that the Addenda were received. A SOQ Transmittal Letter that does not acknowledge the receipt of all Addenda may be considered non-responsive.
- 2.9.5 Provide the name, address and telephone number of the individual to be contacted for any communications regarding the RFQ in the SOQ Transmittal Letter.

- 2.9.6 Proposer shall provide evidence of its authority to do business in the State of North Carolina and include such evidence with SOQ Form 1. Alternatively, Proposer will covenant to obtain such authority prior to award of the Agreement, with its execution of SOQ Form 1.

2.10 Confidentiality of SOQ Information

- 2.10.1 Documents submitted as part of the SOQ are governed by Chapter 132 (Public Records) of the General Statutes of North Carolina. If the Proposal contains confidential technical, financial, or other information that constitutes a trade secret under applicable North Carolina law (See GS 66-152(3) and GS 132-1.2), such confidential information shall be specifically and clearly identified by properly marking each page and inserting the following notice on the front page of the SOQ immediately following the Proposer's Cover Letter:

"Pages of this Proposal, identified by an asterisk (*) and along the right margin with a bold vertical line, contain information that is a trade secret under applicable North Carolina law. The Proposer requests that such information be used for the limited purpose of evaluating this Proposal. In submitting this Proposal, the Proposer represents that it is familiar with and understands the current provisions of Chapter 132 (entitled Public Records) and Article 24 of Chapter 66 (entitled "Trade Secrets Protection Act") of the North Carolina General Statutes. Furthermore, in submitting this Proposal, the Proposer also agrees that the Town of Kernersville may reveal any trade secret materials contained in the Proposal to each of the following who are involved in the review or evaluation of any Proposal submitted as part of this Project: Officers and employees of the Town of Kernersville. Additionally, the Proposer agrees to indemnify and hold harmless the following persons and entities from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret: officers and employees of The Town of Kernersville. The Proposer further understands that it may be disqualified if the Proposer designates one or more portions of its submitted Proposal as a trade secret and the Town of Kernersville's Attorney determines that the Proposer knew or should have known that any part of such portion(s) does not qualify as a trade secret under applicable North Carolina law. It is understood that the public disclosure of any portion of a Proposal will be made to the extent that the Town of Kernersville determines that such disclosure is required by applicable Law."

Furthermore, marking the entire SOQ as confidential is not allowed.

2.11 Submittal of SOQs

- 2.11.1 The Proposer shall complete and submit the SOQ per the instructions and requirements of the RFQ.
- A. The SOQ shall be submitted in the following format and subject to the page limits as indicated below and elsewhere in this RFQ:

Section #	Section Title	Page Limit (single printed pages)	Counts towards SOQ Page Limit
	Cover Letter	1	Yes
1	Statement of Qualifications Transmittal Letter	Forms 1 through 4	No
2	Proposer and Design-Build Team Profiles	2	Yes
3	Proposer and Design-Build Team Qualifications and Experience	Form 7	No
4	Project Organization and Personnel	1, Form 8	Yes (except Form 8)
5	Superintendent/Primary Operator Experience	5, Form 8	Yes (except Form 8)
6	Design-Build Team Project Approach	3	Yes
7	Safety Program and Safety Performance	Form 9	No
8	Financial Information	Form 5, Form 6	No
	SOQ Page Limit (single printed pages)	12	

- B. Except for charts, schedules, tables, exhibits and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper, except where specifically excepted in this RFQ. Charts, schedules, tables, exhibits and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11". An 11" x 17" sheet shall be counted as one (1) page provided it is a chart, schedule, table, exhibit or other illustrative and graphical information. All printing, except for the front cover of the SOQ and any appendices, must be a font of not less than 12-point and be double-sided. A double-sided page shall be considered two (2) pages for purposes of the page limitations. The SOQ covers-front and back and section dividers with tabs will not count as pages for purposes of page limitations. Any plan sheets or drawing submitted shall be drawn to an identifiable scale and submitted on 11" x 17" sheets. Audio visual materials including audio tapes, video tapes, and CD Rom material will not be accepted. The SOQ shall be submitted in a spiral bound document.

- C. Proposers are instructed to limit the information included in the SOQ to the information necessary to demonstrate Proposer's technical, financial and other qualifications and experience for the Project and any other information specifically requested in this RFQ. SOQs should be prepared in a straightforward and concise manner. The Owner is not interested in receiving marketing brochures, promotional material, generic narratives, elaborate binding, colored displays, etc. in the SOQs. Emphasis should be placed on clarity and completeness of content and responsiveness to the RFQ requirements.

D. SOQ Forms

SOQ Forms		
SOQ Form Number	Title	SOQ Submittal Location
1	Statement of Qualifications Transmittal Letter	With cover letter
2	Surety Letter of Intent	Enclosed with SOQ Form 1
3	Insurance Letter of Intent	Enclosed with SOQ Form 1
4	Draft Design-Build Agreement Comments	Enclosed with SOQ Form 1
5	Financial Resources Data	Section 7 Financial Information
6	Bank Credit Reference	Section 7 Financial Information
7	Proposer or Design-Builder Team Member Similar Project Experience.	Section 3 Proposer or Design-Builder Team Member Similar Project Experience.
8	Proposed Key Personnel Matrix	Section 4 Project Organization and Personnel
9	Proposer Safety Performance Questionnaire	Section 6 Safety Program and Safety Performance

- E. Proposer shall provide one (1) original copy of the SOQ.
- F. Proposer shall provide one digital copy of the SOQ in portable document format (pdf) emailed to WHartup@toknc.com. The SOQ is to be a single file that will print to match the printed copy provided. Confidential information may be provided in a separate file, provided that file is referenced in the SOQ. The Owner assumes no liability for differences in information contained in the printed SOQ and that contained in the digital copy. **In the event of a discrepancy, the Owner will rely upon the information contained in the printed SOQ.**
- G. Proposer shall enclose the SOQ in envelopes plainly marked with the Project name, the name and address of the Proposer along with other required documents. Address an outer envelope

or box to the mailing address shown in the RFQ and enclose the packages containing the SOQ. The Proposer assumes full responsibility for ensuring that the SOQs arrives at the prescribed location before the prescribed time.

2.11.2 Proposers are required to submit a SOQ for consideration in award of the Agreement.

2.11.3 Proposers shall only be allowed to submit one SOQ in which it has an interest in. Reasonable grounds for believing that any Proposer has an interest in more than one SOQ for the Project shall be cause for disqualification of that Proposer and the rejection of all SOQs in which that Proposer has an interest.

2.12 Modification or Withdrawal of SOQ

2.12.1 Deliver the document to the place where the SOQs are to be submitted prior to the date and time for the opening of the SOQs.

2.12.2 Proposers may withdraw an SOQ by providing a written request, duly executed by an authorized representative, and delivered to the Owner at any time prior to the SOQ submittal deadline or within 24 hours after SOQs are opened. If withdrawal is after SOQs are opened, the written request shall demonstrate to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its SOQ. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Proposer.

2.13 Evaluation of SOQs

2.13.1 Within 14 days after the date of opening the SOQs, the Owner will evaluate and rank each SOQ with respect to the evaluation criteria described in this RFQ. In evaluating SOQs, Owner will consider whether or not the SOQs fully comply with the RFQ submittal requirements.

2.13.2 In considering SOQs, Owner will evaluate, score and rank the SOQs in accordance with the requirements set forth in this RFQ to determine the three most highly qualified Proposers.

2.13.3 The SOQs will be evaluated using the criteria indicated in the table below.

Evaluation Criteria	Description and RFQ Location	Max. Score
Compliant SOQ Transmittal Letter, Financial Information, Ability to Provide Bonds and Insurance	3.2.1 SOQ Transmittal Letter 3.2.7 Financial Information	Pass/Fail
Proposer Experience with Similar Size and Scope Projects	3.2.3 Proposer and Design-Build Team Qualifications and Experience	5
Key Staff Qualifications	3.2.4 Project Organization and Personnel	5
Project Approach	3.2.5 Proposer and Design-Build Team Design and Construction Approach	5
Innovation	3.2.5 Proposer and Design-Build Team Design and Construction Approach	5
Schedule	3.2.5 Proposer and Design-Build Team Design and Construction Approach	5
Proposer and Design-Build Team Safety Program and Safety Performance	3.2.6 Safety Program and Safety Performance	Pass/Fail
Total		25

Rating system will be as follows:

- 5 = Outstanding Qualified Response
- 4 = Superior Response
- 3 = Fully Qualified Response
- 2 = Minimally Qualified Response
- 1 = Marginal Response

2.13.4 Material misstatements and/or inaccuracies in the information submitted in the SOQs that was relied upon for evaluation, scoring and ranking may be grounds for rejection of the SOQ for this Project. Any material misstatements and/or inaccuracies, if discovered after award of the Agreement may be grounds for immediate termination of the Agreement, at the Owner's sole discretion. Additionally, the Proposer will be liable to the Owner for any additional costs or damages to the Owner resulting from such misstatements and/or inaccuracies, including costs and attorney's fees for collecting such costs and damages.

- 2.13.5 Submission of an SOQ indicates Proposer's acceptance of the evaluation and scoring criteria and methodology contained in the RFQ as well as Proposer's recognition and acknowledgement that subjective judgments must be made by the selection committee during the evaluation.

2.14 Payment and Performance Bonds and Insurance

2.14.1 Payment and Performance Bonds

- A. With the submission of the SOQ, Proposer will be required to submit a Letter of Intent from Proposer's surety verifying the Proposer's ability to acquire payment and performance bonds in the amount of 100% of the Agreement Value as required and documenting the commitment from its surety to provide such bonds.
- B. The bonds must be issued by a surety legally licensed to do business in the State of North Carolina.
- C. The bonds shall become effective upon the awarding of the Agreement. The bonds shall be in the amount of the Owner's budget as stated in this RFQ. When the price is established and prior to the initiation of construction, the bonds shall be adjusted to reflect the price.
- D. Bonds shall be in a form that complies with North Carolina G.S. Chapter 44A Article 3.

2.14.2 Insurance

- A. With the submission of the SOQ, Proposer will be required to submit a Letter of Intent from Proposer's insurance company stating Proposer's ability to acquire and provide the required insurance for the Project.
- B. The required insurance shall be obtained and maintained from insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue insurance policies for the limits and coverages so required.
- C. The insurance requirements are included in the draft Design-Build Agreement

2.15 The Draft Design-Build Agreement

- 2.15.1 The draft Design-Build Agreement contained in RFQ Section 5 Additional Information sets forth the intended risk allocation, responsibilities, obligations and other requirements of the Design-Builder in performing the required Scope of Services for this Project. Information specific to the Design-Builder that may also become part of the Design-Build Agreement includes information provided in the Selected Proposer's SOQ. Once negotiated with the Selected Proposer, the Design-Build Agreement will contain the entire agreement between the parties with respect to the Project and will completely and fully supersede all other agreements of the Owner and the Design-Builder, including those contained in the RFQ and the Design-Builder's Proposal.

- 2.15.2 Proposers are encouraged to provide detailed written comments on the Draft Design-Build Agreement by the deadline for questions and comments described on the Procurement Schedule.
- 2.15.3 Based on its assessment of all Proposers' comments, the Owner, in its sole discretion, may make modifications to the draft Design-Build Agreement and issue addenda to the RFQ containing such modifications. The Owner expects that this draft Design-Build Agreement review and comment process will substantially reduce the need for extensive post selection negotiation.
- 2.15.4 Each Proposer will be afforded a final opportunity to comment on the draft Design-Build Agreement by indicating its comments on SOQ Form 4, Comments on the draft Design-Build Agreement. This form will be submitted in Section One of the SOQ and will contain the Proposer's final comments on the draft Design-Build Agreement.
- 2.15.5 The Owner fully intends to negotiate the terms and conditions of the final Design-Build Agreement and will consider suggested changes included on SOQ Form 4 during the course of negotiations with the selected Proposer. The other areas of negotiations are so marked in the draft Design-Build Agreement with the phrase "Subject to Negotiations" with the Selected Proposer".
- 2.15.6 It is Owner's intent to limit negotiations to those items contained on SOQ Form 4. All Proposers are hereby advised to fully complete SOQ Form 4 as those items contained on such form will be the extent of negotiations. Unless there is a change in law or other uncontrollable circumstances occurring between the SOQ submission date and the date the Agreement is signed, Owner does not intend to discuss or negotiate any issue, term or condition that is not specifically identified on SOQ Form 4. In the event that the Proposer selected for negotiations raises any such issue, term or condition, Owner reserves the right to suspend or terminate negotiations with the selected Proposer and to commence negotiations with the next highest ranked Proposer.

2.16 Requirements for Design Professionals

Proposer shall certify to the Town that each licensed design professional who is a Design-Build Team Member, including subconsultants, was selected based on demonstrated competence and qualifications in the manner provided by North Carolina G.S. 143-64-31. This certification is included on Statement of Qualifications Transmittal Letter, SOQ Form 1.

2.17 Inspection and Construction Materials Testing

The Design-Builder will be required to provide quality assurance and quality control services in accordance with the contract documents. Independent of those services, the Owner has the right to provide or contract for inspection services, testing of construction material engineering

and verification testing services necessary for acceptance of the Project. The Design-Builder will be required to provide management for coordination of these services.

2.18 Minority, Women and Small Business

In accordance with North Carolina Gen. Stat. §143-128, as amended by Chapter 480 of the 1989 Session Laws and by Chapter 496 of the 2001 Session Laws, it is the policy of the Town of Kernersville that on all building construction contracts with costs of \$100,000.00 or greater, including projects done by a private entity on a facility that the Town will lease or purchase, the Town shall have a minority participation goal of ten percent (10%).

2.19 Validity of SOQs

The SOQ will remain in full force and effect for sixty (60) days after the SOQ submission date.

2.20 Responsiveness

To be deemed responsive, SOQs must be prepared thoroughly; be responsive to the requirements and criteria contained in the RFQ; demonstrate an ability to meet the requirements of the RFQ and conform to the material terms and/or conditions of the RFQ, all as determined solely by the Owner. The Owner will reject an SOQ if it is materially incomplete, takes excessive exceptions to material terms and/or conditions of the RFQ or contains information that does not appear to demonstrate an ability to meet the RFQ requirements, all as determined solely by the Owner. The Owner will apply reasonable judgment, balance and discretion in deciding whether a SOQ is responsive.

2.21 Owner Not Responsible for Assumptions by Proposers

Each SOQ shall present the assumptions that the Proposer has incorporated into its SOQ. Neither the participation of the Owner at any correspondence or discussions with the Proposer, nor the subsequent action of short listing a Proposer or award by the Owner of the Agreement, shall in any way be interpreted as an agreement or approval by the Owner that the assumptions are reasonable or correct or that the Owner accepts any liability for the Proposer's SOQ. The Owner specifically disclaims responsibility or liability for any Proposer's assumptions in developing its SOQ.

2.22 Rights and Reservations of the Owner

In connection with this procurement process, including SOQs and the short listing of the highest ranked SOQs, Owner reserves to itself all rights (which rights shall be exercisable by Owner at its sole discretion) available to it under applicable law, including without limitation, the following with or without cause and with or without notice:

- A. The right to cancel, withdraw, postpone or extend RFQ in whole or in part at any time prior to the short list determination.
- B. The right to issue a new RFQ or to revise and modify, at any time prior to the SOQ submittal date, information included in the RFQ including but not limited to the dates set or projected and factors to be considered in evaluating SOQs and the responsibilities of the Proposers.
- C. The right to modify the procurement schedule.
- D. The right to waive minor and non-material deficiencies, informalities and irregularities in an SOQ.
- E. The right to suspend and terminate the procurement process or to terminate evaluations of SOQs received at any time.
- F. The right to correspondence with the Proposers to seek an improved understanding of SOQs at any time.
- G. The right to hold meetings and conduct discussions with any or all of the Proposers to seek an improved understanding of the SOQs.
- H. The right to seek or obtain data and information from any source that has the potential to improve the understanding and evaluation of the SOQs.
- I. The right to appoint and change appointees of any selection committee.
- J. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- K. The right to respond to all, some or none of the inquiries, questions and/or requests for clarification received relative to this RFQ.
- L. The right to seek clarifications from any Proposer to fully understand information provided in the SOQ.
- M. The right to request additional information from a Proposer during the evaluation of SOQs.
- N. The right to reject an SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ.
- O. The right to conduct an independent investigation of any information, including prior experience identified in an SOQ by contacting project references, accessing public information, contacting independent parties or any other means.

2.23 Requirements to Keep Design-Build Team Intact

The Design-Build Team proposed by Proposer, including but not limited to the Design-Build Team Members and Key Personnel identified in the SOQ, shall remain on Proposer's Design-Build Team for the duration of the procurement process. If circumstances require a proposed change, it must be submitted in writing to the Point of Contact. The only circumstance that would warrant such a change would occur if a person defined as one of the "Key Personnel" is

no longer employed by the Proposer or Design-Build Team Member. The Owner, in its sole discretion, will determine whether to authorize the change. Unauthorized changes to the Proposer's Design-Build Team at any time during the procurement process may result in the elimination of the Proposer from further consideration. The Design-Builder shall obtain written approval from the Town prior to changing Key Personnel as will be listed in the Agreement after the Agreement has been awarded.

SECTION 3. SOQ Submission Requirements

3.1 Requirements for the SOQ

- 3.1.1 The Statement of Qualifications must include, as a minimum, the information described in this Section. Failure to submit the required information in the SOQ may result in the Owner considering the SOQ as non-responsive and may result in rejection of the SOQ by the Owner. Proposers may be required to provide supplemental information to clarify, enhance or supplement the information provided in the SOQs.
- 3.1.2 Proposers must provide the information requested in the RFQ. Information is requested subject to the page limits indicated, and on the SOQ Forms included in this RFQ. The SOQ is limited to 12 single printed pages. This page limit does not include the front and back covers, section dividers, Section 3.2.7 Financial Information, and the SOQ Forms. A copy of these forms will be provided in Microsoft Word or PDF, as appropriate, to assist with the preparation of the SOQs. Information in these forms must be provided completely and in detail. Failure to include the information completely and clearly may result in lower scores in the evaluations. Information that cannot be incorporated in the form may be included in an appendix to the form. This appendix must be clearly referenced by appendix number in the form, and the appended material must include the appendix number on every sheet of the appendix. The appendix must include only the information that responds to the question or item number to which the appended information applies.

3.2 SOQ Submission Requirements

3.2.1 Cover Letter and SOQ Transmittal Letter

Proposers are free to submit a cover letter of their choice, not exceeding one (1) page. At a minimum, the cover letter will contain the explanation required by the North Carolina General Statutes Chapter 143. North Carolina General Statutes Chapter 143-128.1A(c) (8) requires that the Proposer provide an explanation of its Design-Build Team selection, which shall consist of a list of the licensed contractors, licensed subcontractors and licensed design professionals whom the Proposer proposes to use for the Project design and construction. If the Proposer has minor work scope items that it plans to subcontract for at a later date, Proposer shall provide a description of such minor work and an outline on how the Proposer will select such subcontractors.

3.2.2 Proposer and Design-Build Team Profiles

- A. Proposer shall provide information as to the history of the Proposer, ownership, organization and other background information including lines of business and service offerings, locations of home and other offices, years in business and providing construction services, including design and construction services for design-build and stream restoration projects, growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc. This narrative should include a description of any other names the Proposer has had in its history and any related company that is named in the SOQ as to having relevant experience.
1. Proposer Legal Structure
 - a. The Owner is interested in understanding the legal structure of the Proposer and requests information be submitted. The information submitted shall be concise, clear and in sufficient detail to allow the Owner a complete understanding.
 - b. If Proposer is organized as a consortium, partnership or any other form of joint venture, a limited liability company (LLC), or other form of business entity specifically formed for this Project, whether the business entity for this Project already has been legally constituted or the business entity has not yet been legally formed, the Proposer shall provide the following information:
 - 1) Confirmation of how Proposer is or will be legally structured, identification of the parties to the legal structure, the major roles and responsibilities of the parties and percentages of ownership. Identification of the executed agreements that exist between the parties, i.e. a joint venture agreement, memo of understanding, other underlying agreements, etc.
 - 2) Summary of the key terms of the executed agreement(s) identified above in (a) between the parties including the manner the entity will operate administratively and financially, including: who is responsible for financial management of the entity, who is responsible for the day to day management of the entity, how decisions are made, how conflicts and disagreements will be resolved and how to address any deadlocked situations or situations where a required unanimous agreement is not reached.
 - 3) Based on the Proposer legal structure, provide a statement acknowledging that the parties are either jointly and severally liable or that each party will guarantee all of the Proposer's obligations of the Agreement.
- B. Provide the names of other Design-Build Team Members (other than Proposer). Provide brief summary information as to its history, ownership, organization and other background information including lines of business and service offerings, locations of home and other offices, years in business and providing design, construction and stream restoration services,

growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc.

- C. Proposer shall also describe the history, if any of the past working relationships with Design-Build Team Members on previous and current projects to demonstrate how the prior relationship(s) and experience will benefit this Project.

3.2.3 Proposer and Design-Build Team Qualifications and Experience

- A. Proposer shall complete SOQ Form 7 which describes Proposer and if applicable, Design-Build Team experience in designing and constructing similar projects as to that proposed in this RFQ. These forms shall be submitted for no more than ten (10) stream restoration projects (one form per project) that were constructed in the central and southern Piedmont (i.e. piedmont areas of North Carolina, Virginia, South Carolina, Georgia, Alabama). It is at the discretion of the Proposer to select the projects that best demonstrate meeting the RFQ submittal requirements for Proposer and if applicable Design-Build Team Qualifications and Experience.
- B. The ten similar projects should demonstrate:
 - 1. Projects completed within the last 5 years.
 - 2. Stream restoration projects consisting of at least 2,000 linear feet.
 - 3. Experience with projects using the design-build method, design-build bridging method, construction manager at risk method, or design-bid-build (separate-prime bidding, single prime bidding or dual bidding). The order of preference is as listed above with design-build being the most preferred. The Owner expects that a Proposer will have design-build stream restoration project experience. Design-build stream restoration projects are the most preferred, followed by other horizontal civil projects, followed by vertical construction projects. To avoid any doubt and by way as an example: a project where a Design-Build Team member provided design services for a design-build stream restoration project would be highly preferred; a stream restoration project component meeting at a minimum, items 1 and 2 above that was within the scope of a larger project scope would be acceptable as a similar project.
 - 4. Design and construction of stream restoration projects that have the following attributes will be given a more favorable evaluation than those that do not:
 - a. Design for and construction of high-accuracy excavation and grading of stream channels and floodplains to provide permanent functional natural channel design features including thalweg, riffle, step- pool, run, glide, point bar, inner berm, bankfull bench and floodplain depressions. Experience with GPS machine control technologies is preferred.

- b. Design for and construction of high-accuracy installation of boulder structures with size requirements of at least 1 ton for streamflow deflection and grade control. Specifically describe the use of structures including vanes, cross-vanes, step-pools, j-hook vanes, boulder plunge pools, weirs, boulder clusters and constructed riffles.
- c. Design for and construction of high-accuracy installation of log-structures with size requirements of at least 30-ft length by 2-ft diameter for streamflow deflection and grade control. Typical structures include log sills, log rollers, j-hook log vanes, log weirs and constructed riffles.
- d. Design for and construction of high-accuracy installation of storm water collection and treatment ponds, conveyance, outfall pipes, floodplain wetlands and vegetative swales for capturing, treating and discharging concentrated polluted storm water in a riparian floodplain setting that contributes to overall stream system health and integrity.
- e. Successful installation of native riparian vegetation for bank stabilization and riparian habitat, including temporary erosion control grasses, permanent deep-rooted native grasses, wetland plants, livestakes, on site transplants, bare root seedlings and container plants.
- f. Erosion and sedimentation control measures during river project construction including pump-around, flow diversion, sediment fence, temporary check dams and other turbidity reduction measures.

3.2.4 Project Organization and Personnel

- A. Provide an organizational chart(s) for this Project showing Proposer's organization and management structure that identifies the Proposer and if applicable Design-Build Team Members responsibilities for the major activities and functions to be performed for the Services. The structure of Proposer's Project organization will also identify the significant positions and participants (both firms and individuals) who are responsible for major elements of the provision of the Services. Significant positions indicated on the organizational chart can have named individuals other than Key Personnel on Form 8.
- B. Describe the roles, responsibilities, functional arrangements, past working relationships on stream restoration projects, and reporting relationships between and among the Proposer and if applicable the Design-Build Team Members. Describe the rationale for the proposed organizational and management structure and the reasons why it is advantageous to the Owner.
- C. Proposer shall designate Key Personnel proposed for the Project. Key Personnel include the Project Manager, Design Manager, Project Superintendent, Primary Equipment Operator,

Safety Manager, Quality Assurance/Quality Control Manager, Lead Stream Restoration Designer (if different than “Design Manager”), and Permitting Specialist. Design-build experience is highly preferred but not required. The Project Superintendent must be dedicated to this Project full time for the duration of the Project. In addition, Design-Builder will be required to have at all times during the construction an English-speaking designee on-site. Proposers that wish to add any position and individual as a Key Personnel that serves a significant and important role can do so.

The Proposer will designate such individuals and provide the information requested on SOQ Form 8 for each Key Personnel position.

The Proposer must provide the services of the proposed Key Personnel for the life of the Project as a condition of the procurement. Failure to provide the proposed Key Personnel may result in the disqualification of the Proposer and may void the award of the Agreement.

D. The Proposer shall indicate in this SOQ section how the following has been satisfied:

Site Superintendent and Primary Equipment Operator must have experience with at least five successful stream restoration projects in the southern/central Piedmont (i.e. piedmont regions of North Carolina, South Carolina, Virginia, Georgia, and Alabama). To demonstrate this, provide a page for each of the five projects that includes construction progress photos (a brief narrative is allowed on this page).

3.2.5 Proposer and Design-Build Team Design and Construction Approach

A. Proposer shall provide sufficient information to enable the Owner to understand the Proposer’s design and construction approach, specifically for the items listed below. The submitted information should present a compelling case as to why the Proposer and if applicable its Design-Build Team should be shortlisted.

1. Describe the project elements that would be necessary to successfully design and construct this project. Some specific aspects of design and construction that are of particular importance for the Town and should be included in this description are:

- Approach for the planting of restored stream channel and riparian corridor, with specific focus on **plant species, type and size selection to provide year-round color and aesthetic appeal to project.**
- Approach for invasive species management and removal.
- Approach to minimize the impacts of construction on park activities and events, including maintenance of pedestrian traffic, and maintenance of professional appearance during and after construction.

- Approach for public outreach, including assisting the Town with community progress status meetings and assisting NC Cooperative Extension with workshops and classes throughout the design and construction period.
 - Approach for working with adjacent landowners, including developers, to coordinate design and construction activities with existing activities and consideration for future development plans.
 - Approach to developing the maintenance plan for the Project including prior project experiences lessons learned with maintenance plan development and implementation.
2. Describe the key success factors as you see it.
 3. Provide a schedule of milestones of when project elements will be met.

3.2.6 Safety Program and Safety Performance

Each Proposer shall submit the safety program and safety performance information requested below. If the Proposer is a consortium, a joint venture, LLC or a partnership, each participating party or firm of such consortium, joint venture, LLC, or partnership shall provide the safety program and safety performance information.

- Complete the Proposer Safety Performance Questionnaire, SOQ Form 9. Please note, Proposers with an Experience Modification Rate (EMR) higher than 1.0 may be disqualified as a Proposer for the Project.

3.2.7 Financial Information

- A. Each Proposer shall submit the financial information requested below in Section B.1. through B.4. and C and include such information in this Section, except where specifically noted in bold font. If the Proposer is a consortium, a joint venture, LLC or a partnership, each participating party or firm of such consortium, joint venture, LLC, or partnership shall provide the requested financial information required by this section.
- B. Please furnish for the Proposer, the following financial information listed below. If any of this information is not provided, the reason for its omission shall be described.
 1. Evidence of the ability of the Proposer to meet the bonding requirements described in the RFQ. Letter(s) of Intent in the form required by the RFQ from the Surety or Sureties **must be included with the SOQ Transmittal Letter.**

2. Evidence of the ability of the Proposer to meet the insurance requirements described in the RFQ. Letter(s) of Intent in the form required by the RFQ from the insurance company **must be included with the SOQ Transmittal Letter.**
3. A summary narrative that describes the Proposer's financial condition and resources in sufficient detail to demonstrate the Proposer's ability to perform the Services for this Project. Completion and submission of SOQ Form 5 - Financial Resources Data.
4. Completion of SOQ Form 6 – one (1) "Bank Credit Reference Form" by bank providing services to the Proposer.

C. Direct Financial Questions

1. The purpose of this section is to elicit information pertaining to unfavorable circumstances or events that have the potential to adversely impact the Proposer's ability to honor its contractual commitments in the provision of the Services. To the extent that any of these questions are answered in a manner that indicates that any of these unfavorable circumstances or events have occurred, it is the responsibility of the Proposer to describe the unfavorable circumstance or event and provide sufficient information to demonstrate that the unfavorable circumstance or event will not adversely impact the Proposer's ability to honor its contractual commitments in the provision of the Services. Responses to these questions are for Proposer and any predecessor name(s) of Proposer.
 - a. Material Adverse Changes in Financial Position. Within the last three years, describe any material, historical, existing or any known anticipated changes in financial position of the Proposer including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures or divestitures.
 - b. Bankruptcy. Has the Proposer ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? If so, when and describe the impact it would have on the ability to undertake this Project.
 - c. Liabilities and/or Potential Liabilities. List and briefly describe any pending or past legal proceedings within last three years and judgments or any contingent liabilities in which the Proposer or any parents, affiliates and subsidiaries of the Proposer was or is a party that could adversely affect the Proposer's financial position or ability to undertake this Project.
 - d. Completion of Contracts. Within the last three years has the Proposer failed to complete any contract or has any contract been terminated due to alleged poor performance, default or litigation?
 - e. Violation of Laws. Has the Proposer been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages? If so, describe the circumstances.

- f. Violation of Regulatory Compliance. Has the Proposer been cited for a violation of any federal, state, or local statute, regulation for regulatory environmental compliance? If so, describe the circumstances.
- g. Debarred from Bidding. Has the Proposer been debarred or are under consideration for debarment on public contracts by the federal government or by any governmental entity in North Carolina or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?
- h. Contractor Refusal. Has Proposer ever refused to construct or to provide materials defined in the contract documents for any project?
- i. Proposer Release. Has Proposer been released from a bid or proposal in the past three years?
- j. Litigation. Has Proposer been involved in litigation involving owners for construction projects that have been filed within last three years or that are currently outstanding?
- k. Claims. Provide a summary of significant claims incidences (claim is 3% or more of the contract amount) over the past three years that Proposer has had involving owners for construction projects.

SECTION 4. SOQ FORMS

SOQ Form 1

Town of Kernersville, North Carolina Statement of Qualifications Transmittal Letter

Doran C. Maltba, PWLF, CGPM
Director, Public Services
Town of Kernersville
509 Michael Street
Kernersville, NC 27284

_____ (the "Proposer") hereby submits its Statement of Qualifications for the Ivey Redmon Stream Restoration Project.

Proposer accepts all of the requirements, terms, and conditions of the RFQ, including without limitation those dealing with the required performance and payment bonds and insurance. The SOQ will remain subject to acceptance for sixty (60) days after the opening of SOQs.

In submitting this SOQ, Proposer certifies, represents and warrants, that:

- A. The submittal of the SOQ has been duly authorized by, and in all respects binding upon, the Proposer.
- B. The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this SOQ Transmittal Letter on behalf of the Proposer and that all representations made on this form are true and accurate.
- C. Proposer has examined, carefully studied and understands and agrees to be bound by the requirements of the RFQ, the other related information identified in the RFQ, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Addendum Date	Signature Acknowledging Receipt

- D. All information and statements contained in the SOQ are current, correct and complete and are made with full knowledge that the Owner will rely on such information and statements in evaluating the SOQ.

- E. The submission of this SOQ will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFQ and Addenda without exception.
- F. Proposer acknowledges that it is not aware of any existing or known future material adverse condition or change(s) in its financial position that would detrimentally impact its ability to provide the Services for this Project.
- G. Proposer certifies that each licensed design professional which is a Design-Build Team Member, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner prescribed by North Carolina General Statutes Chapter 143-64.31.
- H. The Surety identified on SOQ Form 2 is authorized by law to do business in the State of North Carolina pursuant to a current certificate of authority to transact surety business.
- I. The insurance company identified on SOQ Form 3 is duly licensed or authorized in the state of North Carolina to issue policies for the limits and coverages so required.
- J. Proposer is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect furnishing the Services.
- K. Proposer has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFQ and the written resolution thereof by Owner is acceptable to Proposer.
- L. If selected, Proposer will submit written evidence of its authority to do business in North Carolina not later than the date of its execution of the Agreement.
- M. Proposer further represents that this SOQ is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham SOQ. Proposer has not solicited or induced any individual or entity to refrain from making an SOQ; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

The following documents are attached to this Statement of Qualifications Transmittal Letter and made a condition of this SOQ:

- A. SOQ Forms
 - 1. SOQ Form 2 - Surety Letter of Intent
 - 2. SOQ Form 3 - Insurance Company Letter of Intent
 - 3. SOQ Form 4- draft Design-Build Agreement Comments
- B. In lieu of Proposer's covenant in item L above, evidence of Proposer's authority to do business in the State of North Carolina.

The principal contact person who will serve as the interface between the Owner and the Proposer for all communications during the procurement period is:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

The terms used in this letter have the meanings indicated in the RFQ. The significance of terms with initial capital letters is described in the RFQ.

Proposer agrees that venue shall lie exclusively in Forsyth County, North Carolina for any legal action.

This SOQ is submitted by:

If Proposer is an Individual:

Name: _____
(typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone: _____ E-mail: _____

SOQ submitted on the following date: _____

A Partnership

Partnership Name: _____
(typed or printed)

Name of General Partner: _____
(typed or printed)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Doing business as: _____

Business address: _____

Phone: _____ E-mail: _____

SOQ submitted on the following date: _____

A Corporation

Corporation Name: _____
(typed or printed)

State of Incorporation: _____

Type: _____
(General Business, Professional, Service, Limited Liability)

Date of Qualification to do business in North Carolina is: _____

By: _____
(Signature -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone: _____ E-mail: _____

SOQ submitted on the following date: _____

Joint Venture

Joint Venturer Name: _____
(typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

Joint Venturer Name: _____
(typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Business address: _____

Phone: _____ E-mail: _____

SOQ submitted on the following date: _____

Contact for receipt of official communications:

Name: _____
(typed or printed)

Business address: _____

Phone: _____ E-mail: _____

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

Affidavits

One of the following four affidavits shall be executed and provided with this form.

AFFIDAVIT FOR CORPORATION

State _____) §

County of _____) §

_____, being duly sworn deposes and says that they are _____ of the
(Name) (Title)

Corporation submitting the foregoing form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of the Corporation.

(Signature)

Signed and sworn to me before this _____ day of _____, 20____.

(Notary Public)

My commission expires:

AFFIDAVIT FOR PARTNERSHIP

State _____) §

County of _____) §

_____, being duly sworn deposes and says
(Name)

that they are _____ of the
(Title)

_____ company submitting the foregoing form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of the Partnership.

(Signature)

Signed and sworn to me before this _____ day of _____, 20____.

(Notary Public)

My commission expires:

AFFIDAVIT FOR INDIVIDUAL

State _____) §

County of _____) §

_____, being duly sworn deposes and says
(Name)

that they are _____ of the
(Title)

_____ company submitting the foregoing form and
related information; have read such documents; and that such documents are true and correct and
contain no material misrepresentations.

(Signature)

Signed and sworn to me before this _____ day of _____, 20____.

(Notary Public)

My commission expires:

JOINT VENTURE STATEMENT

We the undersigned do hereby give notice to our agreement to propose as a joint venture on the
Project and by submitting the foregoing form and related information; have read such documents; and
that such documents are true and correct and contain no material misrepresentations.

(Name of Joint Venture)

(Name of Firm)

(Signature)

Signed and sworn to me before this _____ day of _____, 20__.

(Notary Public)

My commission expires:

(Name of Firm)

(Signature)

Signed and sworn to me before this _____ day of _____, 20__.

(Notary Public)

My commission expires:

SOQ Form 2

Surety Letter of Intent

(To be typed on Surety's letterhead)

Date:

Doran C. Maltba, PWLF, CGPM
Director, Public Services
Town of Kernersville
509 Michael Street
Kernersville, NC 27284

Re: Request for Qualifications for Design-Build Services for the Ivey Redmon Stream Restoration Project Phase II

Dear _____:

_____ (the "Proposer") has submitted its Statement of Qualifications ("SOQ") in response to the Request For Qualifications ("RFQ"), as amended by Addenda, for the Design-Build Services for the Ivey Redmon Stream Restoration Project Phase II issued by the Town of Kernersville (the "Owner") on _____ 2024. The RFQ states the requirement that the selected Proposer will enter into the Design-Build Agreement (the "Agreement") to provide the Design-Build Services (the "Services") as described in the RFQ.

The Surety has reviewed both the Proposer's SOQ and the RFQ. The Surety hereby certifies that, if the Proposer is selected as the Design-Builder for the Project Phase II and subject to the review and approval of the final terms and conditions of the Design-Build Agreement, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's obligations under the Design-Build Agreement, a performance and payment bond meeting the requirements of North Carolina General Statutes Chapter 44A Article 3 for the benefit of the Owner, as beneficiary, in the event the Proposer is selected for the execution of the Design-Build Agreement.

This Letter of Intent shall expire 60 days from the date of this Letter of Intent and it may be extended or renewed by mutual consent of the Proposer and its Surety(s).

Name of Surety(s): _____

Name of Designated Signatory: _____

Title: _____

Signature: _____

SOQ Form 3

Insurance Letter of Intent

(To be typed on Insurance Company's letterhead)

Date:

Doran C. Maltba, PWLF, CGPM
Director, Public Services
Town of Kernersville
509 Michael Street
Kernersville, NC 27284

Re: Request for Qualifications for the Design-Build Services for the Ivey Redmon Stream Restoration Project Phase II

Dear _____:

_____ (the "Proposer") has submitted its Statement of Qualifications ("SOQ") in response to the Request For Qualifications ("RFQ"), as amended by Addenda, for the Design-Build Services for the Ivey Redmon Stream Restoration Project Phase II issued by the Town of Kernersville (the "Owner") on _____ 2024. The RFQ states the requirement that the selected Proposer will enter into the Design-Build Agreement (the "Agreement") to provide the Design-Build Services (the "Services") as described in the RFQ.

The Insurance Company has reviewed both the Proposer's SOQ and the RFQ, including the proposed insurance requirements, which together will form the basis of the Proposer's submittal. The Insurance Company hereby certifies that, if the Proposer is selected as the Design-Builder and for the execution of the Design-Build Agreement and subject to the review and approval of the final terms and conditions of the Design-Build Agreement, the Insurance Company hereby certifies that it intends to provide or broker all required insurance identified in the design-Build Agreement.

Name of Insurance Company: _____

Name of Designated Signatory: _____

Title: _____

Signature: _____

Note: This letter of intent may be provided by an insurance company or insurance broker. References to Insurance Company shall be changed to Insurance Broker if provided by an insurance broker.

SOQ Form 4

Draft Design-Build Agreement Comments

Proposer Name: _____

Comment Number	Location in Contract (Section, page)	Exception, Addition, or Suggested Change or Modification and Rationale or Justification	Suggested Alternative Language

SOQ Form 5

Financial Resources Data

Proposer Name: _____

Financial Metric (Indicate appropriate years)			
A. Operating Revenues			
B. Operating Expense (not including Depreciation and Amortization)			
C. Depreciation and Amortization			
D. Operating Income (A-B-C)			
E. Net Income			
F. Total Assets			
G. Current Assets			
H. Total Liabilities			
I. Current Liabilities			
J. Net Worth (Equity) (F-H)			
Market Price per share (as of 06/07/2024)			
No. of outstanding shares (as of 06/07/2024)			

SOQ Form 6

Bank Credit Reference

Please provide the following information for the Proposer. Please sign and date this form.

Bank Reference for _____ ("Company")

Name of banking institution or organization: _____

Address: _____

Contact Individual: _____

Phone: _____ Email: _____

Please indicate Yes or No in the appropriate box by answering the following questions and also respond to the last two questions:

Question	Yes	No
Has your organization or institution extended credit to the Company in the past three years?		
Has the Company ever defaulted on a loan with your institution or organization?		
Has the Company's credit history included any instances of delinquent payments?		
To your knowledge, has the Company ever filed for bankruptcy or been involved in any bankruptcy proceedings?		
To your knowledge, have any of the corporate officers of the Company ever been in default on a loan?		
To your knowledge, has any creditor ever filed any criminal charges against the Company?		
Please discuss any other questions or issues that may have come out in any financial due diligence evaluation or credit check performed by your institution or organization		
Response:		
Overall, how would you rank the financial stability or credit worthiness of the Company (e.g. excellent, good, satisfactory or poor?)		
Response:		

Signature

Printed Name and Title

Date

SOQ Form 7 Proposer and Design-Build Team Member Similar Project Experience

Proposer shall complete this form.

Project Owner		Project Name		State	
Proposer or Design-Build Team Member name:					
General description of project scope of work and relevant similar project characteristics					
Project Budget and Schedule Performance					
			Initial Contract Value	\$	
	Yes/No		Final Cost	\$	
Were there change orders due to change in scope?					
Were the change orders due to Act of God or other unforeseen circumstances?					
Did project exceed budget?					
Were there delays?					

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/ position	Organization	Telephone	E-mail
Owner					
Disputes/Other Issues					
		Yes/No			
Were there any disputes that were resolved or are pending resolution by arbitration, litigation or dispute review boards?					
Were there any political or socio-economic issues? (e.g. changes in scope due to public perception, conflicts between entities)					
Was there any negative media coverage?					
If yes to any the above, please provide a two to three sentence explanation.					

SOQ Form 8

Proposed Key Personnel Matrix

KEY PERSONNEL	Key Personnel 1	Key Personnel 2	Key Personnel 3	Key Personnel 4	Key Personnel 5
Personal Information					
Name					
Company Affiliation					
Professional Certifications/Registrations/Affiliations					
Relevant Academic Degree(s) (list)					
Proposed Role/Function for Project					
Office Location					
Number of Years with Current Company					
Projects Listed in Response to RFQ Section 3.2.3 – Indicate Role and Level of Involvement (Major/ Minor or None, as applicable)					
1.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
2.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
3.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement

4.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
5.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
6.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
7.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
8.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
9.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
10.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement

KEY PERSONNEL	Key Personnel 6	Key Personnel 7	Key Personnel 8	Key Personnel 9	Key Personnel 10
Personal Information					
Name					
Company Affiliation					
Professional Certifications/Registrations/Affiliations					
Relevant Academic Degree(s) (list)					
Proposed Role/Function for Project					
Office Location					
Number of Years with Current Company					
Projects Listed in Response to RFQ Section 3.2.3 – Indicate Role and Level of Involvement (Major/ Minor or None, as applicable)					
1.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
2.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
3.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
4.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement

5.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
6.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
7.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
8.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
9.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
10.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement

KEY TEAM MEMBERS	Key Personnel 1	Key Personnel 2	Key Personnel 3	Key Personnel 4	Key Personnel 5
Expertise – Indicate Number of Years of Experience or Number of Projects Completed and Specify if Reporting Numbers or Years					
Topographic surveying					
Geomorphic surveying					
Hydrologic/hydraulic experience, incl. HEC-1, HEC-2, HEC-RAS, etc.					
Analysis of alternatives					
Design of storm water retrofits					
Benefit/cost evaluations					
Geotechnical engineering/subsurface investigations					
Utility relocations and coordination					
Erosion control					
Conceptual plan preparation					
Prep of Construction Documents (plans, specs, bid tabs, estimates)					
Construction management					
NCDOT encroachment agreements for storm water improvements					
Public education and involvement					
Stream restoration & enhancement design and/or construction					
Water quality modeling/pollutant loading analysis					
Water quality BMP analysis, planning & design (incl. low impact)					
Successful wet and/or structural BMP technologies					
Stream geomorphic assessments, incl. pebble counts, etc.					
Biological stream assessment					
Experience working with municipality in park environment					
Vegetation selection and establishment					
Nuisance animal control					
Environmental site assessments					
Invasive plant management					
GIS					
Post–construction geomorphic monitoring					
Post-construction vegetation monitoring					
Monitoring report preparation					
Operating heavy equipment to construct new stream channel offline (i.e., Rosgen Priority 1)					
Operating heavy equipment to construct a new floodplain at a lower elevation (i.e., Rosgen Priority 2)					

Operating heavy equipment to improve the dimension and profile of an existing channel (i.e., Rosgen Priority 3)					
Operating heavy equipment to construct in-stream structures (i.e., constructed riffles, j-hooks, cross vanes)					

KEY TEAM MEMBERS	Key Personnel 6	Key Personnel 7	Key Personnel 8	Key Personnel 9	Key Personnel 10
Expertise – Indicate Number of Years of Experience or Number of Projects Completed and Specify if Reporting Numbers or Years					
Topographic surveying					
Geomorphic surveying					
Hydrologic/hydraulic experience, incl. HEC-1, HEC-2, HEC-RAS, etc.					
Analysis of alternatives					
Design of storm water retrofits					
Benefit/cost evaluations					
Geotechnical engineering/subsurface investigations					
Utility relocations and coordination					
Erosion control					
Conceptual plan preparation					
Prep of Construction Documents (plans, specs, bid tabs, estimates)					
Construction management					
NCDOT encroachment agreements for storm water improvements					
Public education and involvement					
Stream restoration & enhancement design and/or construction					
Water quality modeling/pollutant loading analysis					
Water quality BMP analysis, planning & design (incl. low impact)					
Successful wet and/or structural BMP technologies					
Stream geomorphic assessments, incl. pebble counts, etc.					
Biological stream assessment					
Experience working with municipality in park environment					
Vegetation selection and establishment					
Nuisance animal control					
Environmental site assessments					
Invasive plant management					
GIS					
Post-construction geomorphic monitoring					
Post-construction vegetation monitoring					
Monitoring report preparation					
Operating heavy equipment to construct new stream channel offline (i.e., Rosgen Priority 1)					
Operating heavy equipment to construct a new floodplain at a lower elevation (i.e., Rosgen Priority 2)					

Operating heavy equipment to improve the dimension and profile of an existing channel (i.e., Rosgen Priority 3)					
Operating heavy equipment to construct in-stream structures (i.e., constructed riffles, j-hooks, cross vanes)					

SOQ Form 9

Proposer Safety Performance Questionnaire

Proposer Safety Performance Questionnaire				
Proposer Name				
Health and Safety				
Please use your OSHA No. 200/300 logs to record the number of injuries and illnesses for the last three (3) years.				
Year (state the applicable years)				
Number of Fatalities				
Lost Work Day Cases Incident Rate -1				
OSHA Recordable Incident Rate -2				
Number of Hours Worked				
Total Number of Employees on Your Payroll				
Owner requires Design-Builder provide the above accident statistics, even though certain companies may not be statutorily required to keep OSHA 200/300 logs.				
-1 The following formula is used for calculating the Lost Work Day Incident Rate:	=	(Number of Lost work Day Cases x 200,000) divided by Number of Hours Worked		
-2 The following formula is used for calculating the OSHA Recordable Incident Rate:	=	(Number of Recordable Cases X 200,000) divided by Number of Hours Worked		
List your Worker's Compensation (WC) Experience Modification Rate (EMR) for the three (3) most recent years:				
Year (state the applicable years)	Interstate	Intrastate		
Is a letter from your WC insurance carrier certifying the above EMRs attached?	Yes		No	
If your WC carrier has not issued an EMR because you have not accrued enough WC costs, is a copy of your WC Loss Run (available from your WC carrier) attached?	Yes		No	
If the current EMR is greater than 1.0, is a comprehensive written explanation of the safety methods and procedures that are being implemented to reduce this rate attached?	Yes		No	
Has Proposer received an OSHA (or State OSHA) citation within the last five (5) years?	Yes		No	
If answered yes to immediately above question, is there a copy of the citation(s)	Yes		No	
Was the citation(s) contested/vacated?	Yes		No	
If answered yes to immediately above question, please describe				
What specific corrective actions were taken to prevent further injuries/ penalties?				
Does Proposer have a written occupational safety and health program?	Yes		No	
Does Proposer conduct field safety inspections to determine compliance with applicable regulations and procedures?	Yes		No	

Who conducts these inspections (provide position/title)?											
How often are safety inspections conducted?											
Does Proposer have the following on your staff or on retainer?	Yes	No	How Many	Staff	Retainer	If yes, list certification number(s)					
Occupational Physician											
Certified Industrial Hygienist											
Certified Safety Professional											
Certified Health Physicist											
Does Proposer have an orientation program for new hires?					Yes		No				
Has Proposer implemented any of the following training programs?											
If yes, please provide the last date this training was provided or place a "N/A" if the training is not applicable											
Yes	No	Date	Training Program	Yes	No	Date	Training program				
			Asbestos				Hazardous Waste (40 Hour)				
			Blasting/Explosives				Hearing Conservation				
			Blood Borne Pathogens				Heavy Equipment Operation				
			Confined Space Entry				Laboratory Safety				
			Construction (OSHA Certified 10 hours)				Ladder/Scaffolding				
			Construction (OSHA Certified 30 hours)				Lead				
			Cranes Operations				Lockout/Tag Out				
			Electrical Safety				Personal Protective Equipment				
			Excavation Competent Person				Power-actuated Tools				
			Fall Protection				Process Safety Management				
			Fire Extinguishers				Radiation Protection				
			First Aid/CPR				Respiratory Protection				
			Forklift Operations				Welding/Cutting				
Who conducts training (Name and Title)											
Does Proposer have a program in place to discipline workers that perform unsafe work practices?					Yes		No				
Does Proposer have written Accident Investigation Procedures?					Yes		No				
Does Proposer currently maintain a program in compliance with applicable State "Right to Know" laws and the OSHA Hazard Communication Standard?					Yes		No				
Does Proposer hold "tailgate/toolbox safety meetings?"					Yes		No				
If you answered yes, how often are such meetings held?											
Does Proposer have a written Alcohol and Substance Abuse Program?					Yes		No				
If you answered yes to the immediately above question, does it include?											
10-panel substance testing?					Yes		No				
Pre-employment/pre-job assignment testing within 30 days of employment or pre-job assignment?					Yes		No				
Post-accident drug and alcohol testing?					Yes		No				
Random testing (10 percent per month)?					Yes		No				
Reasonable suspicion drug and alcohol testing?					Yes		No				

The undersigned warrants and represents that he/she is authorized to sign this document and that the data and information provided on this document is accurate in all respects.

Name of Proposer

Name

Title

Signature

Date

SECTION 5. Additional Information