



Request for Qualifications

Construction Management at Risk



Davie County Public Safety and Health & Human Services Complex

Representative for RFQ: Brad Blackwelder
bblackwelder@davi-county-nc.gov

Date of Issue:

August 21, 2019

Inquiries and Question Deadline

August 27th, 2019

Submittal Due Date

September 3rd, 2019

By 3:00pm EST

Submittal Location

Davie County

Manager's Office

123 S. Main Street

Mocksville, North Carolina 27027



1.0 INTRODUCTION

The County of Davie is to renovate the existing Boyle’s Furniture building (approximately 68,000 sqft) located at 182 Farmington Rd, Mocksville NC. This location will be used for the Davie County Public Safety and Health & Human Services Complex. The Construction Manager at Risk fees and construction budget for the projects completion, must not exceed a Guarantee Maximum Price (GMP) of \$3.65 Million dollars. The County wishes to be fully operational at this facility in July 2020.

2.0 ADVERTISEMENT

Davie County is requesting the submission of a Statement of Qualifications (**SOQ**) from firms to provide **Construction Management at Risk Services (CMR)** for the referenced project.

3.0 PROJECT SCOPE

The scope of work to be covered by this project provides Construction Management at Risk services needed to complete the project. Project scope will include but not limited to renovating approximately 68,000sqft of existing showroom space into functional office space for the Davie County Sheriff’s Office and Health and Human Services.

3.1 Scope of Services

The selected CMR firm will work with Davie County Project Manager and the County’s Architect/Design firm, Fuller Architecture to complete the project. The services requested must be by a firm with CMR experience and will include two parts: (1) Pre-Construction Services and (2) Construction Services.

NOTE: Please see “ATTACHMENT C” for project schedule up to GMP.

(1) Pre-Construction Services required for this project may include, but are not limited to, the following:

- Attendance at project team meetings
- Partial Demolition / Investigative removal of portions of the interior.
- Review of Cost Estimates being prepared by the Architectural/Engineering Team during Programming, Conceptual and Schematic Design
- Document review for constructability, completeness, accuracy, and coordination
- Value Engineering to meet budget, schedule, and scope
- Scheduling, including phasing and long lead items.
- Preparation and administration of subcontractor prequalification process
- Preparation and administration of subcontractor bid packages



- First tier subcontracting plan for bidding in accordance to NC Gen. Statute 143-128
- Establishment of bid schedules and pre-bid conferences
- Administration of pre-award conferences and negotiations with successful bidders
- Assistance with permitting
- Development of Guaranteed Maximum Price (GMP)

Pre-Construction Services will be handled with a separate contract from the CMR Construction contract and will be billed in one lump sum fee. See "Attachment A".

(2) Construction Services required for this project may include, but are not limited to, the following:

- Preparations and tracking of a Master Schedule
- GMP Conference to discuss cost basis
- Logistics plan for all access to the site
- Schedule and two monthly OAC meetings
- Monthly progress reports
- Preparation of cost control system
- Development of project safety plan
- Preparation of list of personnel who may not be changed without permission by the County
- Phasing of long lead items
- Project Delivery on time and within budget
- All documents, budgets, schedules etc. shall be "open-book"
- Delivering the Project on time and within budget

A detailed description of the scope of work may be provided later to the selected CMR firm as part of pre-construction services and contract negotiation.

4.0 SELECTION PROCESS/PROCEDURE

Pursuant to North Carolina General Statute 143-64.31, Davie County utilizes a "qualifications-based" selection process without consideration of fee during the initial phase in hiring architects/engineers/landscape architects/surveyors. The selection process will be as follows:

4.1 Advertisement

A Request for Qualifications will be advertised on the Davie County web page along with the Davie County Vendor Registry, NC Dept. of Administration HUB opportunities



4.2 Notification of Interest/Addenda

A firm requesting the RFQ will be included on the Notification of Interest List and will receive any addenda/clarifications.

4.3 Inquiries/Questions

Questions regarding this project must be directed via e-mail to the designated Davie County representative for this RFQ prior to the Inquires and Questions Deadline date and time shown on the cover sheet of this RFQ. To ensure fair consideration for all Consultants and to maintain equal access to information, prospective Consultants shall not contact anyone other than the designated Davie County representative prior to the award decision. Any attempts to contact other County representatives may result in disqualification. Any changes or additions to the RFQ information will be emailed to each Consultant who is on the Notification of Interest List. Oral answers will not be authoritative.

4.4 Selection Process

A. Selection without Interviews

The SOQs will be evaluated based on the criteria identified in Section 5.0. Selections may be based solely on the SOQs and references.

B. Selection with Interviews

The SOQs will be evaluated based on the criteria identified in Section 5.0. The County reserves the right to make a selection based on the qualifications submitted or to conduct interviews. If the County decides to conduct interviews, firms will be selected to interview based on their SOQ and references. The firms being interviewed will have the opportunity to detail their qualifications, approach to the project, and their ability/expertise to furnish the services required for this project based on prior experience. Interview presentations will be limited to personnel who are slated to be directly and in continuous contact with the Davie County Project Manager and Fuller Architect for this project. If a firm chooses to distribute a “leave behind” during an interview the document can only be one page in length. Final selection will be based on the SOQ, references and the interview.

C. Notification

A preferred Consultant and one or more alternates will be selected and notified of their status at the completion of the selection process.



D. Board Approval and Contract Execution

The designated Davie County representative will request the Board of County Commissioners' authorization to negotiate and execute a contract with the preferred Consultant. If after discussion and negotiation, the parties do not agree on a mutually acceptable fee, designated Davie County representative will terminate negotiations with the selected Consultant, and at its sole discretion, enter into negotiations with the alternate firm. The County reserves the right to withhold the award for any reason, elect not to proceed with any of the respondents, modify the scope of the work, or re-solicit RFQs.

4.5 Team Composition

Davie County reserves the right to request a change in the consultant team composition. The request may pertain to a specific member(s) of the consultant team or their sub-consultants. Failure to come to agreement on specific team members may result in the County electing to exclude the firm from consideration, or if this request occurs during contract negotiations, to terminate negotiations and commence negotiation with the alternate firm.

5.0 SELECTION CRITERIA

The selection of a CMR shall be based on qualifications presented in written and graphic information, interviews (if conducted), past performance, and reference checks. Consultants shall be evaluated using the qualifications, past performance, and expertise of key project team members in projects of a similar nature. This RFQ requests information and examples of similar work experience to demonstrate competence and qualify their professional experience.

This RFQ does not request, nor can the County consider, any preliminary schedule work, cost analysis, logistics, fees or related work products associated with the proposed project(s). Any such work submitted in an SOQ and/or interview shall be completely disregarded by the County per NC General Statute 143-64.31 and may result in disqualification.

Criteria for selection will include, but not necessarily be limited to the following:

- **Professional Expertise:** Davie County has a commitment to quality. Potential firms should be able to demonstrate quality by the use of similar previous experiences.
- **Management/Technical Expertise:** Potential firms should be able to demonstrate expertise and past success in pre-construction and construction



project management, constructability, cost control, and scheduling.

- **Local Knowledge and Permitting Experience:** Strong consideration will be given to teams demonstrating knowledge of the local permitting process and requirements. Recent experience submitting similar projects to code enforcement and other regulatory agencies will also be important.
- **Past Performance – Proven Similar Experience:** The SOQ documentation shall *demonstrate direct and personal* experience of the members of the Construction Manager team in the construction of new construction projects and/or office space up fits and renovations of facilities. The firm shall submit projects only for work that can be attributed to key members of the CMR team being proposed for this project. Firm experience in similar projects attributed to staff no longer with the firm will not be considered relevant. Similarly, firm experience attributed to staff not being proposed as a key member of the team for this project will not be considered relevant.

6.0 SUBMITTAL REQUIREMENTS

Each SOQ should accurately reflect the work completed by each firm(s). Accordingly, each discipline represented must follow the guidelines developed by its governing NC Board as to representation of prior experience. If a discipline does not have specific guidelines, then they shall follow North Carolina Board of Architects, Architectural Practice Act Rules of the State Board, 21NCAC 02.0229. Non-compliance with the board(s) requirements may result in disqualification.

Prospective Firms shall submit 4 paper copies of their SOQ. Submittals must be printed on 8.5x11 recycled paper, printed front and back, bound with one staple in top left corner. No flash drives, three-ring notebooks, spiral bindings, plastic covers, cover sheet, dividers, cover letters or any other materials will be accepted. Paper copy(s) shall be placed in an envelope and labeled with the project name. For purposes of following the maximum page counts listed below, a sheet printed on both sides will count as two pages. Submittals shall rigorously follow the requested format and sequence; non-compliance with the format requirements may result in disqualification. Submittals shall be organized in the following manner:

6.1 **Firm Information** (2 pages maximum)

Provide CMR firm information including type of business (sole proprietorship, partnership, corporation or joint venture), location of office(s) and staff size. For any team partners, please provide the same information as requested for the CMR. For any team members please indicate diversity and list of any Office of Historically Underutilized Business Statewide Uniform Certification. Provide a description of the project team with



an organizational chart, including Pre-Construction and Construction and listing key individuals, job classification and responsibilities. Provide the General Contractor NC license number.

Clearly identify the legal entity that would enter into the contract with the County and include location of company headquarters, local office location, type of business (sole proprietorship, partnership, corporation, and joint venture), state of incorporation or organization and the name and title of the person authorized to enter in to an agreement.

6.2 Individual Qualifications/Experience (7 pages maximum)

Provide a brief description of the qualifications and experience of the key individuals who will be actively involved in the project for both Pre-Construction and Construction respectively. Clearly identify experience with similar projects, job classification & qualification, the specific role and responsibilities that individuals performed in the past, and the employer at the time of the project.

6.3 Similar Projects Experience (7 pages maximum)

Illustrate a minimum of five (5) projects during the last ten (10) years for which the CMR provided, or is currently, providing, construction services which are most related to the this project. List the projects in priority order, with the most-similar project listed first. At least two of the projects must be completed construction. Add team members for partners as needed. A high value will be placed on successful projects completed by the same project team as the one being proposed in the SOQ.

Provide the following information, along with project graphics, pictorials and narratives, for each project included in the checklist above and organizing the information in the sequence shown:

- Project name, location, and status
- Project architect of record and architect's project manager
- Project description
- Project owner (name, address, telephone number, and email address of contacts)
- Project construction schedule (initial construction duration at time of GMP and actual duration)
- Project construction cost (contracted at GMP and final)
- Project size in gross square feet
- Project change order total amounts for completed construction projects
- Description of services provided for the project
- Major subcontractors (Site, Civil, Plumbing, Mechanical, Electrical)



- CM Project Manager (individual responsible to the client for the overall success of the project)
- Key CM team members (preconstruction and construction including project executive, project manager, project superintendent(s) and project engineers responsible for the work and the firm they were employed with at the time of the project work). If the firm has multiple offices, indicate which office managed the similar project
- M/W/SBE participation % in relation to total construction cost
- List whether there is any litigation with respect to the project, whether your firm was a party to the litigation, and the outcome of the litigation.

7.0 GENERAL INFORMATION

7.1 Submittal Ownership and Costs: Upon submission, all information becomes the property of the County, which has the right to use any or all ideas presented in any submission in response to the RFQ, whether or not the submittal results in a contract with the submitting CMR. All costs for development of the written submittal and the oral presentation is entirely the obligation of the CMR and shall not be remunerated in any manner by the County.

7.2 Non-Warranty of Request for Qualifications
Due care and diligence has been used in preparing this RFQ. However, the County shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the Firm to ensure that they have all information necessary to affect their submittals.

7.3 Request for Clarification
Davie County reserves the right to request clarification of information submitted and to request additional information of one or more Firms or from the contact persons provided for projects, either orally or in writing.

7.4 Acceptance/Rejection of Submittals
Davie County reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof which, in the County's judgment, best serve the interest of the County. The respondent acknowledges that this RFQ is a solicitation for Qualifications and is not a contract or an offer to a contract.

7.5 Collusion
The Firm, by submitting a Qualifications Statement, declares that the submission is made without any previous understanding, agreement, or connections with any persons, Consultants, or corporations making a competing submission on the same project, and that it is all respects, fair, and in good faith without any outside control, collusion, or fraud.



7.6 Consideration of Submittals

Proposals will be considered from firms/consultants normally engaged in providing and performing services as specified in this RFQ. The Project Team must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

7.7 Americans with Disabilities Act (ADA) Compliance

Davie County will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. Davie County will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Davie County programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify County Staff.

7.8 Minority/Women and Small Business Enterprises

It is the policy of Davie County to provide minorities, women, and small business enterprises equal opportunity for participating in all aspects of the County's contracting and procurement programs, including but not limited to employment construction development projects, and materials/services, consistent with the laws of the State of North Carolina. The policy of Davie County prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of Davie County to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination. Davie County has a commitment to promote this type of participation in County projects, and to the creation of project teams that include and assign importance to social and cultural diversity.

7.9 Insurance and Indemnity Requirements

Prior to executing a contract with the County the consulting firm must supply certificates of insurance endorsed with amounts equal to or greater to the amounts outlined in this section. To the extent permitted by law the Firm shall indemnify and save harmless Davie County, its agents and employees and assigns from and against all loss, cost damages, expense and liability caused by sickness and disease to any person; or damage or destruction to property, real or personal; arising from the negligent acts, errors, or omissions of the Firm in the performance of professional services under this contract. The Firm further agrees to purchase and maintain during the life of this contract with an insurance company acceptable to Davie County and authorized to do business in the State of North Carolina the following insurance:

Automobile: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person/ \$1,000,000 each occurrence.



Comprehensive general Liability: Bodily injury and property damage liability insurance as shall protect the Firm from claim of bodily injury or property damage which arises from operations of this contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of this contract. Davie County shall be an additional insured for General Liability. This shall be noted on the Insurance Certificate.

Firm's Professional Liability: In a limit of not less than \$1,000,000.

Workers' Compensation and Occupational Disease Insurance: Coverage A - Worker's Compensation: Meeting the statutory requirements of the State of N.C. Coverage B - Employer's Liability: \$500,000 each accident / \$500,000 disease - each employee / \$500,000 disease - policy limits.

Certificates of such insurance will be furnished to Davie County and shall contain the provision that Davie is given thirty days written notice of any intent to amend or terminate by either the Consultant or the insuring company.

EQUAL EMPLOYMENT OPPORTUNITY

The County of Davie does not discriminate in any of its programs and activities. The Firm awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against, on the basis of race, sex, religion, age, national origin, or disability. In addition to these requirements, the successful Firm shall comply with all civil rights requirements applicable to transportation-related projects.

Note: *The County reserves the right to reduce the scope of work of a CMR and re-assign work to other "formally" selected CMRs and to terminate the services contract of the selected CMR based on the firm's non-performance (i.e. schedule, responsiveness, quality of services, accuracy of estimates, etc.), the firm's workload and/or the availability of CMR team staff described in the firm's submittal. Further, it is expected that staff proposed for the project team by the CMR will remain on the project team to completion of pre-construction and construction, respectively, based on the service phase for which they were expected to perform. Removal of proposed staff from the team by the CMR shall require written approval of the County. The County reserves the right to remove any or all work scope described above in this RFQ.*



END OF REQUEST FOR QUALIFICATIONS

REFERENCE MATERIALS

(See proceeding attachments)



ATTACHMENT A

PreConstruction Draft Contract

CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION SERVICES AGREEMENT

DRAFT

THIS AGREEMENT, made this _____ day of _____ in the year of **2019** for

Pre-Construction Services for the Davie County Public Safety and Health & Human Service Complex, located at 182 Farmington Rd, Mocksville NC 27028. By and between **XXXXXXXXXXXX**, hereinafter called the “Construction Manager at Risk” (CMR), and the **County of Davie** hereinafter called the “County”.

WITNESSETH:

Whereas the County has published a Request for Qualifications seeking the submission of competitive and interested firms to act as a Construction Manager at Risk to furnish professional construction management services during the design and construction of the Project identified and described in that Request for Qualifications; and,

Whereas, the undersigned Construction Manager at Risk submitted a qualification packet and presentation that was evaluated by the County; and,

Whereas, the County, through its awarding authority, has made an award for the Pre-Construction Services related to the Project work to the undersigned Construction Manager at Risk, and pursuant to the terms of the Request for Qualification this form is to be executed to form and memorialize the contractual relationship between the parties;

Now therefore, the Construction Manager at Risk and the County agree as follows:



1. Description of Service: The Pre-Construction Services to be provided by the Construction Manager at Risk shall be in accordance with those outlined within the copy that is attached and incorporated for reference as **EXHIBIT A1: XXXXXXXXXX**.

Note: EXHIBIT A1 will be a cover letter and scope of Pre-Construction services to be provide from the selected CMR, along with the Lump Sum fee for those services.

2. Fees for Services: The County will compensate the Construction Manager at Risk for the Pre-Construction Services in the amount of (lump sum) **\$XXXXXX** to be invoiced in one lump sum upon satisfactory completion of the services set forth hereinabove.
3. Payment of Services: The County shall pay to the Construction Manager at Risk the invoiced amount within thirty (30) days of the date of the receipt of the invoice, unless there is a dispute as to the amount or the quality of the work performed by the Construction Manager at Risk, in which event payment shall be made within thirty (30) days of the settlement of any dispute.
4. Dispute Resolution Process: The parties agree that any dispute as to the invoiced cost or the quality of the work performed shall first be submitted to mediation under the same rules as the North Carolina Superior Court mediation rules before any civil action is instituted by either party. In the event the matter cannot be resolved at such meditation, any suit shall be brought in the courts of Davie County, North Carolina only. The laws of the State of North Carolina shall govern all elements of this Contract.
5. Reimbursement of Expenses: No Reimbursement of expenses is to be paid by the County, except as to those expenses specifically included in Exhibit A1 attached herein.
6. Timetable: The Construction Manager at Risk Pre-Construction Services shall commence on (date): _____ and shall be completed **on or before November 29th 2019.**
7. Indemnification: The Construction Manager at Risk shall indemnify and hold harmless the County against any loss or liability which the County may sustain by reason of this Agreement or any liability arising herein, including all attorney's fees associated with any defense thereof.
8. Insurance: The Construction Manager at Risk acknowledges it carries sufficient general liability insurance in the sum of at least two million (\$2,000,000.00) dollars to cover all liability under this Agreement and shall provide proof of same upon the execution of this Agreement to the County.
9. Certifications: The Construction Manager at Risk hereby acknowledges it is in compliance with the Iran Divestment Act of 2015 (N.C.G.S. 143C-6A-1 to 6A-9) and hereby executes the Iran Divestment Act Certification required by N.C.G.S. 143-6A-5(a). The Construction Manager at Risk further certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel, in violation of N.C.G.S. 147-86.80 et.Seq. and that it will not utilize on this Agreement any



subcontractors on said list. The Construction Manager at Risk further agrees to comply with the E-Verification requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

10. Termination: The County may terminate this agreement for any reason upon ten (10) calendar days written notice (delivered by certified mail, return receipt requested). This agreement may be terminated by either party upon seven (7) calendar days written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other. In the event of termination, the Construction Manager at Risk shall receive payment for services rendered prior to receipt of the written termination notice. Any work done by the Construction Manager at Risk prior to termination shall become the property of the County.
11. Authorization to Execute: The individuals executing this Agreement on behalf of the parties represent and warrant that they have the full authority to bind the party for whom they are acting to this Contract. In addition, the execution of this Contract on behalf of the County has been duly approved by the appropriate action of the County's Board of County Commissioners.
12. Independent Contractor Status: It is understood and agreed that the Construction Manager at Risk is not an employee of the County and has no authority under this Agreement to enter into or execute contracts which bind the County in any way, but is in fact an independent contractor under the law of the State and shall receive no benefits from the County which an employee of the County would receive. The Construction Manager at Risk further agrees and understands that it is responsible for the payment of all state and federal income taxes, social security taxes and any other taxes that are legally obligated to be paid as a result of the contract price paid and received under this agreement.
13. Assignability: This Agreement is non-assignable by the Construction Manager at Risk without the prior written consent of the County, which consent is not contemplated.
14. Severability: This Agreement shall not be void as any result of a provision in the Agreement which may hereafter be declared void and the contract shall survive any such voiding of a single provision of the Agreement.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK-SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties hereto have entered into and executed this agreement on the day and date first above written in fourteen (14) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

Davie County

XXXXXXXXXX

By: _____
COUNTY (Signature)

By: _____
CMR (Signature)

John Eller, Davie County Manager
(Printed Name and Title)

(Printed Name and Title)

Owner's Address:

Attn: Brad Blackwelder
Davie County Government
123 S. Main St
Mocksville, NC 27028

CMR's Address:



ATTACHMENT B

CM AT RISK DRAFT CONTRACT EXAMPLE AND LIQUIDATED DAMAGES

Construction Manager at Risk will be contracted by "**AIA Document A133-2009**" with attached exhibits of bid tabulations and all insurance information. To be drafted and turned in by the selected CMatRisk for Davie County review and approval.

*Note: **Liquidated Damages** to be add/established in the CMatRisk contract at: **\$565.00 per day** over contractual completion date.*



ATTACHMENT C

DC SHERIFF/DSS/HEALTH - Milestone Schedule (Aug. 1, 2019)

- Existing Building measurements/ documentation to create base sheets	July 29, 2019 – August 9, 2019
- CM@R RFP advertised	August 20, 2019
- Design start date	August 8, 2019
- Initial draft of floor plans, etc. completed/ meet with County to review first draft	August 20, 2019
- CM@R selection made	September 6, 2019
- PME Narrative Mtg's W/Owner	August 22, 2019
- Incorporate meeting comments into	August 20, 2019 - August 28, 2019
- Meet with County to review design progress	August 29, 2019
- Incorporate meeting comments into design & finalize documents to be used for pricing by CM@Risk	August 30, 2019 - September 13, 2019
- PME Narratives submitted for CM@R	September 13, 2019
- Construction Documents Start	September 13, 2019
- CM@Risk pricing	September 13, 2019 – September 27, 2019
- Budget Reconciliation starts	September 27, 2019
- Construction Documents Completed	November 1, 2019
- CM@R releases bid packages	November 1, 2019
- CM@R GMP	November 26, 2019

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