



REQUEST FOR QUALIFICATIONS

Construction Manager at Risk (CMAR)

JENNINGS PARK PROJECT

Issue Date: June 29, 2022

Iredell County

200 South Center Street

Statesville, NC 28687

BID #22-655-RFQ-02

Formal questions regarding this RFQ must be submitted before 2:00 p.m., July 8, 2022 via email to David Sifford (david.sifford@co.iredell.nc.us).

The County of Iredell reserves the right to reject any and all proposals. This RFQ does not obligate the County to pay any cost incurred by respondents in the preparation and submission of a response nor does it obligate the County to accept or contract for any expressed or implied services.

INSTRUCTIONS TO SUBMITTERS

This Request for Qualifications (RFQ) is designed to comply with all applicable rules and regulations including all Iredell County policies. Construction Managers at Risk (“CM”) wishing to submit for consideration should follow the guidelines established herein. A Statement of Qualifications shall be submitted to Iredell County at 200 South Center Street, Statesville, NC 28687.

A. Project

This request for Construction Management at Risk services is associated with the construction of a new Iredell County Park. The new park is anticipated to be approximately 69 acres of new construction. The County has selected Fuller Architecture as the architect for phase I of the project. The County is currently soliciting for an architect for phase II and III. The standard form of Agreement used for Phase I will be the AIA Document A133 – 2019.

B. Professional Services Required

Construction Management at Risk services providing full pre-construction and construction services.

C. Schedule

- a. Request for Qualifications – June 29, 2022.
- b. Questions due from contractors – July 8, 2022 2:00 PM
- c. Statements of Qualifications due – July 14, 2022 2:00 PM
- d. CM firms selected for interview will be notified by June 20, 2022.
- e. Interviews will be conducted TBD.
- f. The selection of the CM firm is anticipated for August 2, 2022 pending official Board approval.

D. Questions

Submitters may visit the site at any time. Formal questions regarding this RFQ must be submitted before 2:00 p.m. on July 8, 2022 via email to David Sifford, Purchasing & Contracts Manager (David.sifford@co.iredell.nc.us). Questions received after the submittal deadline may not be responded to. All questions will be responded to in writing via addendum.

No representative, agent, or consultant of the CM may contact Iredell County either directly or indirectly, except as noted above. Any communication, or attempted communication, with any person other than those designated above may, in the sole discretion of Iredell County, be grounds for disqualification of the CM firm.

E. Special Provisions

This RFQ will in no manner be construed as a commitment on the part of the County to award a contract. The County reserves the right to reject any or all applications; to waive minor irregularities in the RFQ process or in the applications; to re-advertise this RFQ; to postpone or cancel this process; select and procure parts of services; and to change or modify the RFQ schedule at any time.

It is the policy of the County of Iredell that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts or agreements in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

In general, documents that are submitted as part of the response to this RFQ will become public records and will be subject to public disclosure. North Carolina General Statutes Section 132-1.2 and 66-152 provide a method for protecting some documents from public disclosure. If the architectural consulting firm follows the procedures prescribed by those statutes and designates a document “confidential” or “trade secret”, the County will withhold the document from public disclosure to the extent that it is entitled or required to do so by applicable law.

1. DEFINITIONS IN THIS RFQ

- A. “IC” means Iredell County (also referred to as Owner).
- B. “Project Designer” means the chosen Designer working with County of the project.
- C. “Submittal” is the response of a person, firm, or corporation submitting to provide the services sought by this RFQ.
- D. “Submitter” is the person, firm, or corporation that submits qualifications as a response to this RFQ.
- E. “Construction Manager at Risk” (Hereinafter sometimes referred to as the CM) is the Submitter with which IC enters into a contract to provide the services sought by this RFQ. This entity is a properly licensed general contractor under the laws of the State of North Carolina to provide the services outlined in this RFQ. Additionally, the CM shall mean an entity that has contracted to give a Guaranteed Maximum Price (GMP) for the construction of the Project, and has assumed the risk of the actual cost of the construction exceeding that GMP.

2. PURPOSE OF RFQ & SCOPE OF SERVICES

A. BACKGROUND

IC is seeking qualification submittals from CM firms with expertise and the capacity to manage the construction of the new Jennings Park Project.

B. PROJECT SCOPE & BUDGET

The CM contract will be performed in two phases as follows:

Phase 1 will include the pre-construction phase services up through schematic design including a schematic budget estimate.

Phase 2 will include negotiation of the guaranteed maximum price (GMP) and construction management of the project from bidding through project closeout.

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

The CM will be an integral member of the project team, which consists of representatives from IC, the Project Designer, and other Consultants, as determined by IC. Generally, it will be the responsibility of the CM to integrate the design and construction phases, utilizing the firm’s skills and knowledge of general contracting to contribute to the development of the project during the pre-construction phase. During the construction phase, the CM will be responsible for effecting the construction of the project within the guaranteed maximum price (GMP) providing all necessary construction services through trade contractors selected as provided by the NC General Statutes.

C. PRE-CONSTRUCTION SERVICES

1. PROJECT REVIEW

- a. The CM shall serve as an integral part of the Project Team and shall meet with IC, the Project Designer, Consultants, other design team members, and stakeholders to fully understand the design program, the design documents, the project scope, and all other pertinent aspects of the Project.
- b. The CM shall develop written project procedures, in cooperation with IC and other members of the Project Team that will be used as a guide for the management and coordination of this project throughout the life of the project.

2. CONSULTATION DURING PRECONSTRUCTION SERVICES

- a. The CM shall attend regularly scheduled meetings with IC, the Project Designer, Consultants, other design team members, and stakeholders, to advise them on matters relating to site use, improvements, selection of materials, building methods, scheduling, construction details, building systems and equipment, phasing and sequencing. The CM shall provide written recommendations to IC and the Project Designer on construction feasibility as required during each phase of design.

3. VALUE ANALYSIS

- a. The CM shall, after a complete review of the Project Schematic Design documents, evaluate the designs available at the time of the CM's commencement of Preconstruction services to obtain an understanding of the intent of IC and the Project Designer, provide value analysis services, and offer cost savings suggestions and best value recommendations to IC. All recommendations shall be in writing and must be fully reviewed with the Project Designer and IC, and approved by IC prior to implementation.
- b. Value analysis efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis as may be required to assist the Project Designer to achieve an appropriate balance between costs, aesthetics, and function.
- c. Value analysis efforts shall also take into consideration applicable constructability issues including but not limited to an analysis of site risks.
- d. The CM shall promptly notify IC and Project Designer in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting, or erroneous.
- e. All value analysis studies must be provided in a timely basis within the design schedule.
- f. Value analysis studies shall be continuous as the design is completed.

4. SCHEDULE

- a. The CM shall utilize standard industry scheduling software such as Primavera or Microsoft Project Schedule to prepare, provide, and maintain appropriately detailed design phase CPM schedules.
- b. Scheduling software shall allow for integration of all aspects of the construction activities and provide for coordination of all work to be performed. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, and tabular reports accurately depicting the critical path.
- c. The CM shall submit the schedule in both paper copy and electronically. The project schedule shall be sufficiently detailed to allow for a realistic projection of construction activity sequences and durations. The submitted schedule shall be a complete schedule update, showing all relationships and the project's critical path up through, and including a realistically attainable substantial completion date. Column information displayed shall include total float and the submittal shall include a printout of a comparison report of the latest schedule compared against the previously submitted project schedule. The CM shall incorporate into the schedule any Owner self-performed work associated with the project.
- d. Updated schedules will be required at the end of each design phase established by the contract between IC and the Designer, and after major value engineering decisions.
- e. Within thirty (30) days from the Notice to Proceed, the CM is to establish a detailed CPM schedule or Provisional Preliminary Network that identifies the proposed phases for completing bidding and construction with the concurrence of IC and the

Project Designer. The CM is responsible to monitor this schedule during the pre-construction/design phase, update the schedule as required, and advise IC of any deficiencies in adhering to this schedule by any party.

5. LOGISTICS PLAN

- a. CM will develop a graphic Logistics Plan to help analyze the project site, define the flow of labor and materials into the site, and reduce offsite traffic impacts. The Logistics Plan will show locations of all temporary construction facilities, including hoists, offices, and scaffolding, refuse removal chutes, crane positioning, safety equipment, staging areas, etc. The plan will also reference surrounding roads, parking, offices, stadiums, public buildings, and activities that may be affected. The Logistic Plan will attempt to maintain a smooth flow of material and labor around the job site and maintain an efficient project schedule.

6. QUALITY CONTROL / QUALITY ASSURANCE (QA/QC)

- a. Within 15 days of execution of the Preconstruction Services Agreement, the CM shall submit to IC for approval a written QA/QC Plan.
- b. This plan shall be based on structured and industry acceptable QA/QC steps to be performed by the CM during the Preconstruction Services Phase of the Project. The Plan shall also indicate all firm(s) and/or individual(s) assigned by the CM to perform QA/QC functions and their professional qualifications to perform such services.
- c. All design and construction documents including but not limited to drawings, specifications, cost estimates, constructability reports, engineering reports, site assessments and other related project documentation are to be checked and stamped (certified) by the CM. IC is to be provided a complete set of documents certified by the CM.

7. CONSTRUCTABILITY REVIEW

- a. CM shall review the design schematics, design development and construction documents throughout the Preconstruction Phase to determine the Project's constructability. All issues identified as creating a risk to the project or potentially impacting constructability shall be identified in a written report submitted to both FC and the Project Designer. At a minimum, the written report shall contain: (1) a description of the constructability issues with background information; (2) a summary of the CM's in-depth study/research for constructability items that FC or the Project Designer do not agree with; (3) written recommendations for addressing the issue; and (4) list any value engineered items for IC and Project Designer's consideration.

8. CONSTRUCTION COST MODEL / ESTIMATES

- a. The CM shall develop a project budget / cost model independent from any similar cost estimates required of the Project Designer, which shall be updated as needed but at a minimum at the end of each design phase (schematics, design development and construction documents) during which the CM is performing Pre-Construction Services.
- b. Each CM Cost Model Update must contain a statement of the total amount determined under that construction cost model to be the total construction costs for the facility including alternates, CM General Conditions, CM fees, and CM contingency in accordance with the Project Designer's Program.
- c. The CM Cost Model Update shall be compared to the Project Budget to determine whether it is sufficient to complete the Design Program and account for reasonably expected constructability issues and project risks. Additionally this budget comparison shall set out all required fees, reserves, contingencies and usual project related expenses in order to reflect the total anticipated cost of the project.

- d. In the event that the CM Cost Model Update and/or the Project Designer's Statement of Probable Construction Costs exceed the Project Budget, the CM shall without additional compensation work in conjunction with the Project Designer to redesign the facility as necessary to maintain the Project Program within the Project Budget.
- e. The Project Designer and IC will review the CM Cost Model Update for reasonableness and compatibility with the Project Budget. Meetings and negotiations between IC, Project Designer, and the CM will be held to resolve questions and differences that may occur between the Designer's Probable Construction Costs and the CM Cost Model Update. The CM shall work with IC and the Project Designer to reach a mutually acceptable Probable Construction Cost.

9. COORDINATION OF CONTRACT DOCUMENTS

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

10. CONSTRUCTION GUARANTEED MAXIMUM PRICE (GMP)

- a. Upon agreement of IC and the CM, the CM must establish the GMP following the prequalification and receipt of the subcontractor's bid openings. The CM will develop and provide to IC a GMP that will include all construction costs, and all other projected costs including without limitation the CM fees, the CM-GMP contingency and General Conditions allowance including the Owner's Construction Contingency. The GMP shall set out each anticipated trade contract amount; the CM's fixed fee; General Conditions reimbursable costs items including on-site field staff, and all project related costs, i.e., bonds, personnel payroll benefits, etc.
- b. The GMP must not exceed the amount of funding available in the Construction Budget.
- c. In the event that the GMP exceeds the Project Construction Budget, IC reserves the right to direct the CM to work in conjunction with the Project Designer to redesign the Project as necessary to maintain the Project Program and meet the Project Construction Budget at no additional cost to IC.
- d. The CM shall develop and provide to IC a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- e. The CM shall make recommendations to IC and the Project Designer as to ways and methods to reduce the costs of constructing the project to a sum that does not exceed the Project Construction Budget.
- f. The CM's detailed construction cost estimates and GMP will be reviewed by the Project Designer and IC for reasonableness and compatibility with the Project

Budget. Meetings and negotiations between IC, Project Designer, and the CM will be held to resolve questions and differences that may occur between the Project Budget and the CM's construction cost estimate and corresponding GMP. The CM shall work with IC and Project Designer to reach a mutually acceptable GMP.

- g. Upon acceptance by IC of a GMP, IC shall prepare and the CM shall execute a contract to reflect the GMP and the CM's GMP as approved shall become a part of the Owner-CM Agreement.

11. OWNER'S CONTINGENCY

- a. The Owner's Construction Contingency will be established. The contingency will be available to cover all costs of expenditures resulting from changes in scope not specifically covered in the CM-GMP Contingency, and initiated by IC's designated representative with written approval by change order.

12. CM-GMP CONTINGENCY

- a. The GMP shall include a construction contingency (CM-GMP Contingency) in an amount approved by IC. IC and the CM acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) unforeseen field conditions (4) costs of corrective work not provided for elsewhere and (5) design omissions which a prudent CM could not have reasonably detected during the discharge of the CM's pre-construction duties. Each CM generated change order request must receive IC's prior written approval before CM proceeds with the change.
- b. The CM-GMP Contingency is not allocated to any particular item of the Cost of the Work, and is established for the CM's use as may be required for increases in costs as noted above. It is understood that the amount of the CM-GMP contingency is the maximum sum available to the CM to cover costs incurred because of such unanticipated causes or details, and that cost overruns in excess of the amount of the CM-GMP contingency will be borne by the CM.
- c. The CM-GMP contingency may be applied to any items within the Cost of the Work with a change order, without constituting a change in the Work, and without resulting in any change in the GMP. The CM will notify IC and Project Designer in writing by means of a change order request of the CM's intent to apply any part of the CM-GMP contingency to any item within the Cost of the Work. The Owner will respond in writing to each change order request prior to commencement of a change. The CM shall fully document the change on its copy of the construction documents.
- d. The amount of the CM-GMP contingency is to be reviewed by IC as part of its review of the GMP. No set amount or percentage for the CM-GMP contingency will be agreed to prior to the submittal of the GMP. IC retains the right to specifically request revisions to the amount of the CM-GMP contingency prior to IC's acceptance and approval of the GMP. At Project completion all unused Project contingencies reverts to IC.

13. NON-ACCEPTANCE OF THE GMP AND TERMINATION OF CM CONTRACT

- a. IC, at its sole discretion, may decline to accept the CM's GMP for any reason prior to the Construction Phase and thereupon without penalty; the Contract shall terminate according to its terms at the end of the Preconstruction Phase of the work under contract.
- b. In any event, such termination shall likewise terminate all further services and obligations of the CM. The CM shall accept the amount negotiated for Preconstruction services as full and complete reimbursement of all costs and services performed by the CM for Preconstruction Services or the Construction

Phase services under contract, and shall not be entitled to any further amounts. Thereafter, IC shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the CM and with full ownership and use of any data and information developed during Preconstruction activities.

14. OWNERSHIP OF DOCUMENTS

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

15. OWNER'S DESIGNATED REPRESENTATIVE

- a. IC shall designate a representative who shall be the CM's IC contact point during both the Preconstruction and Construction Phases. This representative shall be the primary channel of communication to IC and shall act as the Owner's liaison with the CM. IC may designate multiple representatives responsible for defined aspects of the project, and may replace or re-designate any or all representatives in its sole discretion.

16. PAYMENTS TO CONSTRUCTION MANAGER FOR PRECONSTRUCTION CM SERVICES

- a. Payment of the CM Preconstruction Fee shall be made in a lump sum at completion of all preconstruction activities or an agreed monthly sum upon the evaluation by IC, after consultation with the Project Designer of work accomplishment payment requests submitted by the CM, but in no event exceeding the following schedule during any phase of the preconstruction period:
- i. One-quarter of the Fee during the Design Development phase established by the contract between IC and the Designer;
 - ii. One-half of the Fee during the Construction Document phase established by the contract between IC and the Designer;
 - iii. One-quarter of the Fee within 15 days after the CM submits a complete GMP package for the Project.

17. PRECONSTRUCTION ACTIVITIES

- a. Design Phases:
Project Designer provides developed plan with preliminary level of detail.
CM provides:
- Detailed cost estimates with narrative of assumptions and clarifications.
 - Schedule updates.
 - Bid package strategy.
 - Detailed site logistics.
 - Confirm progress against milestone schedule.
 - Provide value analysis.
 - Constructability reviews.
 - Pre-qualify subcontractors using the Owners prequalification documents.
 - Collaborate with City/County Purchasing to facilitate M/WBE participation.
Contact person will be David Sifford at david.sifford@co.iredell.nc.us.
- b. Price Guarantee:
Project Designer delivers 100% Construction Documents.
CM provides:
- GMP Estimate
 - Finalize and formalize schedule.
 - Finalize site logistics.
 - Submit GMP to IC and Project Designer.

- IC will review GMP and if agree, CM will issue Amendment.
- c. Bid and Issue Subcontracts:
CM provides:
- Bid all of the trades
 - Create bid packages.
 - Advertise project and publicly bid project.
 - Review, analyze, and recommend bids for award.
 - CM firm prepares subcontracts.
 - Ready to begin Construction Phase.

18. CONSTRUCTION ACTIVITIES & CONTRACT DOCUMENTS

- a. CM firm manages the construction of the project for IC, as an open book project. All cost savings, including contingencies to be returned to IC. All work performed under this contract shall be in accordance with the terms and general conditions of the contract as modified or supplemented by any contract amendments, special conditions, or other contract documents as listed hereinafter, any addenda, and other components of the contract.
- b. This project will utilize the AIA Documents that apply to the Construction Manager at Risk construction delivery method.

3. REQUIREMENTS

Firms are urged to include only information that is relevant to this specific Submittal to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the firm's demonstrated capability to provide services of this type.

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

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

The Submittal should contain a cover letter expressing the Submitters interest in being considered for this project. This letter should be signed by a principal in the firm, indicating his or her title and that he or she has authority to submit the Submittal on behalf of the firm.

4. FORMAT

The Submittal should be no longer than **fifteen (15) double-sided pages** in length including a Table of Contents plus the tabbed appendices (references, org. chart and team, demonstrated ability, financials, etc.). Project team resumes, project experience write-ups and references should be included in tabbed sections – any (nearly blank) tabbed pages do not count toward page total – and placed behind the main proposal. Elaborate cover pages, colored displays, promotional materials, etc. are unnecessary. Emphasis should be concentrated on completeness and clarity of content.

5. EVALUATION CRITERIA

It is the policy of IC that the selection of firms to provide professional services shall be based on the demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. IC will put each submittal through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFQ.

The evaluation criteria are intended to be used for making a recommendation to the entity or person who will award the contract, but who is not bound to use these criteria or to award to a firm based on this recommendation. Further, IC reserves the right to vary from this procedure as it determines to be in IC's interest.

6. EVALUATION METHOD

Compliance Check: All Submittals will be reviewed to verify that minimum requirements have been met. Submittals that have not followed the requirements in this RFQ or do not meet minimum content and quality standards may be eliminated from further consideration.

An evaluation committee shall be established for the project requiring construction management-at-risk services. The evaluation committee shall review the requirements of the specific project and the qualification of all firms expressing interest in the project and shall select a short list of firms to be interviewed and evaluated. The committee may then interview each of the short listed firms, evaluate each firm interviewed, and rank in them in order of qualifications.

SELECTION CRITERIA

The evaluation committee will take into consideration in the evaluation of the Submittals such factors as follows:

1. Workload that is fully able to accommodate the addition of this project.
2. Record of successfully completed projects of similar scope without major legal or technical problems.
3. CM Experience with Parks and/or similar facilities.
4. Key personnel that have appropriate experience and qualifications.
5. Relevant and easily understood graphic or tabular presentations.
6. Completion of CM-at-Risk projects in which there was little differences between the GMP and final cost.
7. Projects that were completed on or ahead of schedule.
8. Recent experience with project costs and schedules.
9. Construction administration capabilities.
10. Proximity to and familiarity with the area where the project is located.
11. Quality of compliance plan for minority business participation including MBE partner for CM professional services.
12. Experience in sustainable LEED construction methods and procedures.
13. Experience working with the local government.
14. Other factors that may be appropriate for the project.

ANALYSIS

Members of the evaluation committee will independently analyze each Submittal. The evaluation committee will analyze how each firm's qualifications, experience, professional content, and submitted methodology meet IC's needs. Each committee member will assign points using a standard point-scoring matrix.

****END OF DOCUMENT****