

REQUEST FOR QUALIFICATIONS

Construction Manager At-Risk (CMAR) Contractor Services

ROLESVILLE TOWN CENTER PROJECT Rolesville, North Carolina



Date Issued: 10-11-2024

REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER-AT-RISK (CMAR)

ROLESVILLE TOWN CENTER

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**REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK
(CMAR) TO CONSTRUCT THE NEW ROLESVILLE TOWN CENTER
FOR THE TOWN OF ROLESVILLE, NC**

RFQ DATA SHEET	
Item	Datum
Short Description of Project	Construction Management at Risk (CMAR) services for the new Town Center for the Town of Rolesville, North Carolina
Owner's Representative	Town of Rolesville Town Project Manager 502 Southtown Circle Rolesville, NC 27571
Institution, Location where the Project will be constructed	5 parcels totaling approximately 17 acres. The largest parcel has an address of 408 East Young Street, Rolesville, NC.
Project Overview	<p>The Town of Rolesville Town Center project will initially focus on the design and construction of the master plan site layout, including all roadways, utilities, mass grading, storm water, landscaping and other site amenities. The intent is to provide building pads for the coming buildings which include a County built Library, Town Police Station, Town Fire Station, Town Hall and Town Parks and Recreation Center.</p> <p>The site is approximately 17 acres and is currently in multiple parcels. The largest parcel's address is 408 East Young Street, Rolesville, NC.</p> <p>The Library design is currently underway with the county. Both the Police and Fire Stations are currently in design with the Town. It is possible that the Police Station, Fire Station, and Town Hall buildings will proceed to construction and be part of this project's scope.</p>
Status of Design	Schematic Design - October/November 2024
Project Designer & Consultants	<p>Architect and Project Manager (Primary Design Team Contact):</p> <p>ADW Architects Keith Carlyon, AIA, LEED AP 2815 Coliseum Centre Drive, Building #6, Suite 500 Charlotte, NC 28217 (704) 379.1919 kcarlyon@ADWArchitects.com</p> <p>CLH Design Cary, NC</p> <p>Structural Engineer: STEWART Charlotte, NC</p> <p>Optima Engineering Raleigh, NC</p>
Proposal Due Date	5:00 p.m., November 12, 2024

PREFERRED SITE PLAN CONCEPT - BUILDING PLACEMENT & ENTRY CREATES A FORMAL CIVIC PRESENCE OFF OF E. YOUNG ST / WETLAND PARK

PROS

- Building placement off of E. Young St. creates a positive civic presence & sense of place for the community
- Easily accessible parking for all buildings
- Uses existing wetland to create a park-like amenity

CONS

- Road placement requires all residential traffic to go through the front entry drive from E. Young St.
- There will be additional road costs due to the road being moved, and this cost will be over and beyond the developer costs
- The Northeast corner of the site could benefit from stormwater management features
- The back of the Fire Station would be visible to visitors of the other buildings on the site



I CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION AND THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THIS SURVEY AS CALCULATED IS GREATER THAN 1:10000; THIS SURVEY IS NOT TO BE RECORDED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

3/18/2021
Michael A. Moss

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-3794



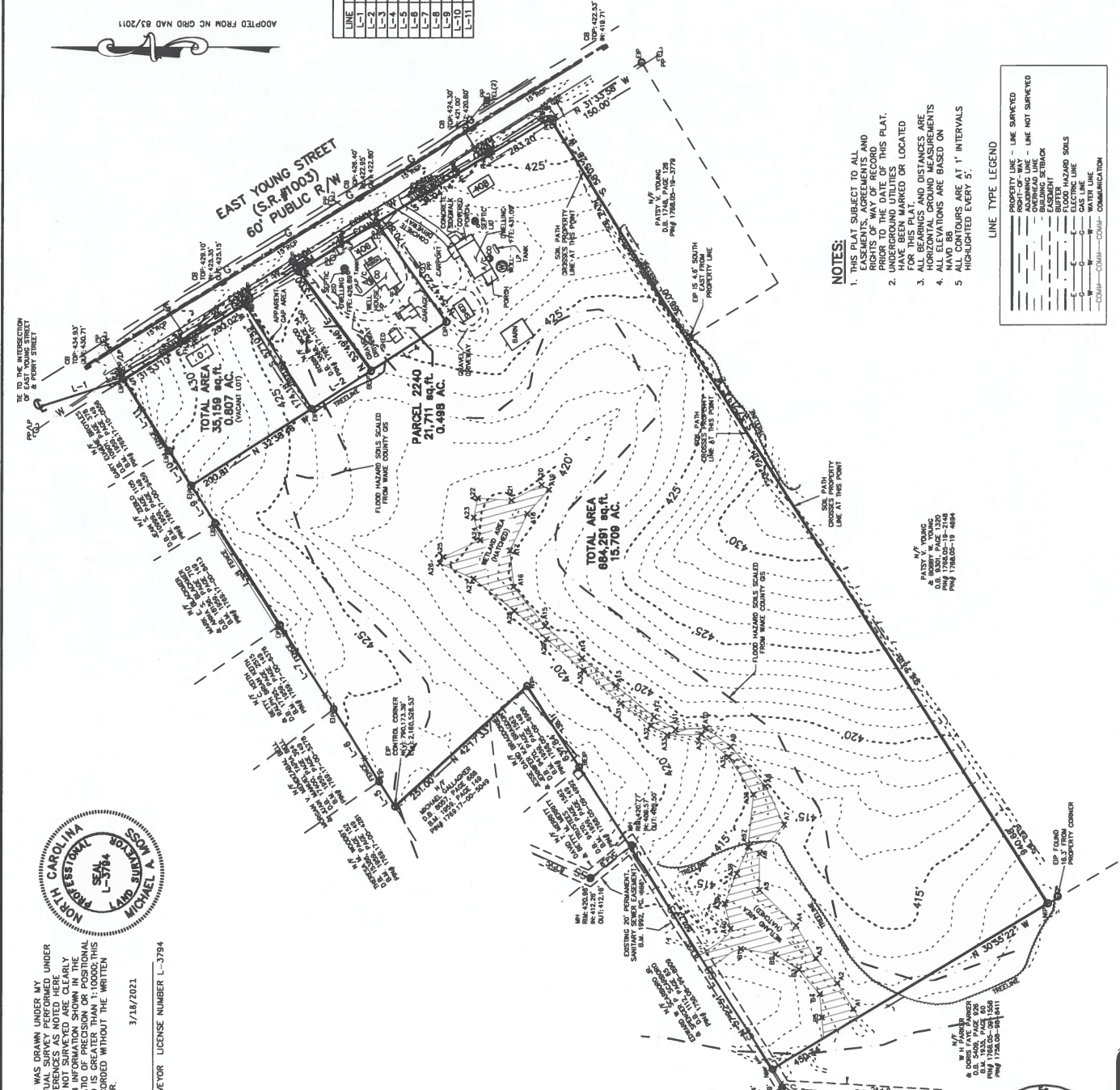
ADAPTED FROM NC GRID NAD 83/2011



VICINITY MAP

- LEGEND:
- EP - EXISTING IRON PIPE
 - EP - EXISTING PEDESTAL
 - BBP - BENT IRON PIPE
 - BBP - BENT IRON BARS
 - EPK - EXISTING PK MAIL
 - EPK - EXISTING PK MAIL SET
 - R/W - RIGHT OF WAY
 - TE - TELEPHONE
 - TE - TELEPHONE PEDESTAL
 - UB - UNDERGROUND UTILITY
 - UP - LIGHT POLE
 - UP - WATER VALVE
 - WC - WATER CLEAN-OUT
 - CC - CATCH BASIN
 - CC - CONCRETE
 - CC - CONCRETE CLEAN-OUT
 - CC - CATCH BASIN
 - CC - CATCH BASIN
 - PH - FIRE HYDRANT
 - PH - ADDRESS

LINE	BEARING	DISTANCE
L-1	S 17°44'28" E	124.25
L-2	S 37°50'04" E	98.87
L-3	S 32°56'28" E	128.00
L-4	S 32°56'28" E	128.00
L-5	N 57°40'23" E	41.71
L-6	N 57°53'03" E	118.63
L-7	N 57°28'44" E	138.85
L-8	N 57°28'23" E	170.00
L-9	N 57°25'07" E	62.38
L-10	N 57°25'07" E	62.38
L-11	N 57°23'52" E	118.17



TOPOGRAPHIC SURVEY FOR
DONNIE WOODLIEF

406 EAST YOUNG STREET
 OWNERS: DONNIE LEE WOODLIEF & PATSY EDDINS WOODLIEF
 REF: D.B. 13036, PAGE 789
 REF: B.M. 2008, PAGE 651

408 EAST YOUNG STREET
 OWNER: DONNIE L. WOODLIEF
 REF: D.B. 2906, PAGE 75

Ø EAST YOUNG STREET
 OWNERS: DONNIE L. WOODLIEF & PATSY E. WOODLIEF
 REF: D.B. 2709, PAGE 910

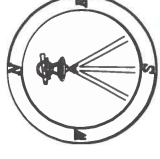
TOWN OF ROLESVILLE
 WAKE COUNTY, NORTH CAROLINA



- NOTES:
- THIS PLAT SUBJECT TO ALL EASEMENTS, AGREEMENTS AND RIGHTS OF WAY OF RECORD.
 - UNDERGROUND UTILITIES HAVE BEEN MARKED OR LOCATED FOR THIS PLAT.
 - HORIZONTAL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
 - ALL ELEVATIONS ARE BASED ON NAVD 83.
 - INTERVALS ARE AT 1' INTERVALS HIGHLIGHTED EVERY 5'.

LINE TYPE LEGEND

- PROPERTY LINE - LINE SURVEYED
- RIGHT-OF-WAY - LINE NOT SURVEYED
- ADJOINING LINE - LINE NOT SURVEYED
- BUILDING-SETBACK
- SETBACK
- BUFFER
- FLOOD HAZARD SOILS
- WATER LINE
- GAS LINE
- COMBINATION - COMBINATION



QUALIFICATIONS & SELECTION CRITERIA FOR CONSTRUCTION MANAGER AT RISK

Due Date: November 12, 2024
5:00 p.m.

Submitted to: **ADW Architects**
Attn: Keith T. Carlyon, AIA, LEED AP
2815 Coliseum Centre Drive, Building #6, Suite 500
Charlotte, North Carolina 28217
(704) 379-1919
kcarlyon@ADWArchitects.com

Project Title: Rolesville Town Center

Proposer's Name and Principal Office serving this project:

(Include Company Name and address along with the name of the contact person with telephone number and e-mail address)

Profile of Proposer:

- A. Give corporate history of the company including organizational structure, years in business and evidence of authority to do business in North Carolina.
- B. Provide annual workload for each of the last five (5) years; number of projects and total dollar value.
- C. List projects for which the company is currently committed including name & location of each project, time frame to complete & dollar volume of each project.
- D. Financials – Attach latest balance sheet and income statement if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. Indicate Dunn & Bradstreet rating if one exists. (Firms must submit financial data and may clearly indicate a request for confidentiality to avoid this item becoming part of a public record.)
- E. Attach letter from Surety Company or its agent licensed to do business in North Carolina verifying proposer's capability of providing adequate performance and payment bonds for this project.
- F. Litigation/Claims. If yes to any of the questions below, list the project(s), dollar value, contact information for owner and designer and provide a full explanation with relevant documentation.
 1. Has your company ever failed to complete work awarded to it?
 2. Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 20% beyond the original contracted, scheduled completion date)?
 3. Has your company filed any claims against an owner with whom you have contracted within the last five years?
 4. Has your company been involved in any suits or arbitration within the last five years?

5. Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents?
6. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging?
7. Has your present company, its officers, owners, or agents ever been barred from bidding public work?

Relevant Project Experience

- A. List a minimum of three projects of related scope or other similar projects of comparable size, construction budget, and complexity where the proposer provided Construction Management Services or was the General Contractor. In particular, include projects that exhibit any or all of the following:
 - a. Experience with construction related to large campus projects with multiple buildings.
 - b. Experience with design and materials associated with the following Municipal Buildings: 1. Police Stations 2. Fire Stations 3. Town Halls 4. Indoor Recreation Centers
- B. For each of the selected projects listed above, include specific details on the extent to which pre-construction & construction phase services were provided.
- C. For the projects listed above where Construction Management services were provided, list the Guaranteed Maximum Price (if given) for each one, or if not given, the estimated cost provided by you, and the total cost of the project at completion.
- D. For each of the projects above where Construction Management services were provided, compare the number of days in the original schedule with the number of days taken for actual completion.
- E. For each of the projects listed above, attach owner references including the name, address, telephone number, and e-mail address of the owner's representative.

Key Personnel

- A. List of key personnel who will be assigned to the project.
- B. For each person listed above, list what aspects of pre-construction or construction the person will handle. For those persons who will divide their time between pre-construction and construction phases, indicate what percentage of their time will be devoted to each phase.
- C. For each person listed in response to A & B above, list his/her experience with firm, other prior and relevant experience with projects of similar size and scope in construction/design, and the person's location. Attach the resumes for each person listed.
- D. Attach project organizational chart indicating the placement of each of the persons listed in response to A & B above.

Project Planning

- A. Provide a brief, overall description of how the project will be organized and managed, and how the services will be performed in both Pre-Construction and Construction Phases. Project planning that offers the same project manager for pre-construction and construction phases shall be given preference.
 - a. Value Analysis
 - b. Constructability Issues
 - c. Cost Model/Estimates
 - d. Project Tracking/Reporting
 - e. Request for Information (RFI) and Shop Drawings
 - f. Quality Control
 - g. Schedule and Staffing Plan

- B. Minority Participation: State whether your firm has participated with Minority and Women Business Enterprise firms (M/WBE), and if so, provide a brief overall description of the program, the name, address, telephone number, email address of the firm(s) and the name of the contact person(s) for the firm that the percentage of participation that was achieved.

Describe the program (plan) that your company has developed to encourage participation by M/WBE to meet or exceed the goals set by the state of North Carolina in this project pursuant to North Carolina General Statute 143-128.2. Attach a copy of that plan to this proposal. Provide documentation of the M/WBE participation that you have achieved in the relevant projects listed above. Additionally, provide documentation of the M/WBE participation that you have received on your other public and private construction projects in the last two years. Outline specific efforts that your company takes to notify M/WBE firms of opportunities for participation. Indicate the minority participation goal that you expect to achieve on this project.

VERIFICATION

I HEREBY CERTIFY THAT THE RESPONSES OF _____ ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN, THAT THEY ARE BASED ON INFORMATION AND THE BELIEF, THAT THE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

This the _____ day of _____, 20_____

****COMPANY NAME****

(Corporate Seal)

By: _____
President

Attested: _____
Secretary

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, hereby certify that _____ personally came before me this day and acknowledged that he/she is secretary of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal, and attested by him/herself as is secretary.

Witness my hand and official seal, this the __day of _____, 20_____.

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My Commission Expires:

I. SECTION I – PROPOSALS, EVALUATION, SELECTION AND AWARD

A. SUMMARY

The objective of this Request for Qualifications (RFQ) is for the Town of Rolesville to select a Construction Management firm at Risk (CMAR) to provide professional construction management services during the design and the construction of the Project as described in the RFQ.

1. The work of the CMAR will be performed in two phases under separate contracts for each phase. Phase I will include the pre-construction phase services. Phase II will include the bidding, award, and management of numerous principal and specialty trade contracts for others to provide the actual construction of the Project. Since the CMAR will be providing only professional services for the benefit of the Town of Rolesville based on a fee for such services, this procurement will be made in accordance with provisions of North Carolina General Statute (N.C.G.S) 143-64.31 which require that firms qualified to provide such services be selected on the basis of demonstrated competence and qualification for the type of professional service required without regard to fee and thereafter negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.
2. All work performed under this contract shall be in accordance with the General Conditions of the Contract as modified or supplemented by any Contract Amendments, Special Conditions, or Addenda.

B. PROPOSAL REQUIREMENTS

1. All proposals shall be submitted on or before 5:00 p.m. on November 12, 2024 to:

ADW Architects
Attn: Keith T. Carlyon, AIA, LEED AP
2815 Coliseum Centre Drive, Building #6, Suite 500
Charlotte, North Carolina 28217

2. Proposals must include the information requested by the Qualifications Questionnaire and must be submitted on 8-1/2" x 11" pages. No proposal should exceed thirty (30) double-sided pages (including all forms)

One (1) original and six (6) hardcopies plus one (1) separate USB flash drive containing one electronic .pdf copy of the responsive proposal must be received at the location and on or before the date and time indicated above. The Town of Rolesville reserves the right to reject any and all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the Town.

3. Proposers must possess all licenses required by North Carolina law, including, at a minimum, an unlimited general contractor's license in the building classification under N.C.G.S. Chapter 87, and shall submit proof of current licensing with their proposal.
4. If the Proposer is a joint venture firm or partnership, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. The Proposer must identify the responsibilities of each joint venture or partnership party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFQ document. All joint venture/partnership parties will be held responsible for the contract obligations jointly and severally.

5. Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the Town of Rolesville under North Carolina public records laws. Proposals will be publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret as required by statute. It is NOT sufficient to preface your entire proposal with a proprietary statement.
6. Should a Proposer find discrepancies in the RFQ documents or be in doubt as to the meaning or intent of any part thereof, the Proposer must, not later than **ten (10) calendar days prior to the proposal due date**, request clarification in writing from the primary design team contact. A written Addendum to the RFQ may be issued. Oral explanations or instructions will not be binding; only written Addenda may be relied upon. Any Addenda resulting from these requests will be sent to all listed holders of the RFQ no later than seven (7) calendar days prior to the proposal due date.
7. Any addenda/amendments to the Request for Proposal must be acknowledged in the submitted Proposal.

MINORITY AND WOMEN BUSINESS ENTERPRISE

1. Minority and women business enterprises (M/WBEs) are encouraged to respond to this RFQ.
2. **The City's goal for M/WBE participation pursuant to N.C.G.S. 143-128.2 is set at not less than 15% (combined) of the total value of the Pre-Construction Management Fee in Phase I and Phase II bidding, award, and management of numerous principal and specialty trade contracts for others.** The participation goals for the total value of the Construction Management fee in the Construction Management in Phase II, and for the construction sub-contracting value of the work in Phase II will be determined once the full project scope is further developed. Written guidelines specifying the actions that the CMAR must take to ensure a Good Faith Effort in the recruitment and selection of M/WBE businesses for participation all phases of this contract are set forth in the Appendix B and incorporated by reference as if fully set forth herein.

C. SELECTING CRITERIA

The selection committee will evaluate and rank the responsive SOQs that satisfy the minimum requirements by applying the weighted comparative evaluation criteria set forth below. Respondents will also be required to demonstrate they meet certain minimum qualifications indicated as pass/fail elements.

In ranking the firms, the Evaluation Committee will evaluate the firms based on the following categories:

1. Similar and Relevant Experience (40%)
 - a. Experience with construction related to Municipal Buildings listed and multi-building campus construction.
 - b. Experience with design and materials associated with Municipal Office Buildings and park facilities including splash pads
2. Project success/Pre-Construction Services/Post Construction experiences (40%)

- a. Specifically address as related to Relevant Experience criteria noted above
 - b. Project budget/GMP as compared to actual cost
 - c. Anticipated project schedule as compared to the actual completion date
3. Project Manager and Lead Superintendent Experience (20%)
 4. M/WBE Program Experience & History (Pass/Fail)
 5. Financial Stability/Legal Status/Insurance/Bonding Capacity (Pass/Fail)
 6. Interview (if required) (not scored)

D. EVALUATION

1. After the closing date for receipt of Proposals, the Evaluation Committee will evaluate all timely and properly submitted Proposals.
2. The Committee will select the finalists whose proposals, in the judgment of the Committee, offer the most desirable plans for the provision of services considering, among other things, the experience, expertise, and quality of performance of the proposing firm in managing the construction of projects of similar size and scope, and in utilizing M/WBE firms in its construction sub-contractors, together with due consideration of proffered quality, performance and the time specified in the proposals for the performance of the contract. The Town of Rolesville reserves the right to request clarifying information from any and all Proposers at any time during the evaluation process. A representative from the Evaluation Committee will notify all proposers of the firms selected for the shortlist.
3. If deemed beneficial by the Town of Rolesville, the highest scoring Respondents will be provided the opportunity to present their Project approach during formal interviews. Interviews are intended to allow the Respondents to further explain their written SOQ.
4. The Evaluation Committee will rank the finalists in priority order based on the Selecting Criteria listed above and will recommend that the Town award the contract to the top-ranked firm.

F. CONTRACT NEGOTIATION AND AWARD

1. After award of the contract, the Town of Rolesville Designated Representative will discuss with the selected CMAR appropriate services and information about the project and request in writing a detailed fee proposal for Pre-Construction Services from the selected CMAR.
2. The Town of Rolesville Designated Representative will negotiate a fair and equitable fee consistent with the project program and the professional services required for this project.

II. SECTION II -- GENERAL PROVISIONS

A. PROJECT OVERVIEW

1. Refer to RFQ Data Sheet.

B. TOWN OF ROLESVILLE'S ROLE

1. DESIGN SERVICES - The Town of Rolesville has retained the Project Designers named in the RFQ Data Sheet. The Project Designers will provide all design services throughout the duration of the Project.
2. DESIGNATED REPRESENTATIVE - The Town of Rolesville's, Project Manager, shall be the Town of Rolesville's Designated Representative and the CMAR's contact point for the Town Center Project during both the Pre-Construction and Construction Phases.
3. DECISION MAKING AUTHORITY - The Town of Rolesville's Designated Representative shall have the final decision-making authority for this RFQ and CMAR contract. The Designated Representative will solicit the approval of the Town of Rolesville staff and Project Team representatives for all matters within its purview before making a final decision; however, if the approval or disapproval of the Town of Rolesville's staff and representatives is not timely received or if their approval is unreasonably withheld, the decision of the Designated Representative shall be the final decision.
4. Information from the CMAR required or requested in aid of these decisions shall be communicated through the Town of Rolesville's Designated Representative. In the event of any disagreement or dispute between any members of the Project Team regarding the project, the Designated Representative shall be the final decision-making authority.
5. If deemed beneficial by the Town of Rolesville, the highest scoring Respondents will be provided the opportunity to present their Project approach during formal interviews. Interviews are intended to allow the Respondents to further explain their written SOQ.

C. CONSTRUCTION MANAGER-AT-RISK CONTRACT OVERVIEW

1. The Town of Rolesville is employing a CMAR contracting system to aid them in the review and management of the design and to effect the construction of this project. In broad terms, the Construction Management firm selected will perform the following:
 - 1.1 Pre-Construction Services run from the beginning of the CMAR contract for such services (typically the beginning of the Design Development phase established by the contract between the Town of Rolesville and the Designer unless an earlier or later time is elsewhere specified), through the approval by the Town of Rolesville of the Guaranteed Maximum Price submitted by the CMAR.
 - 1.2 Construction Services will be accomplished through Principal Trade and Specialty Contractors selected as provided in this Contract, with the Construction Manager-at-Risk General Conditions Services and Fee being

provided on a lump sum basis. The Town of Rolesville may require, based on discussions with the CMAR and Designer, the work of the project be broken into two or more phases and require a Guaranteed Maximum Price for each phase.

- 1.3 The CMAR shall contract directly with the Town of Rolesville for all construction; shall publicly advertise as prescribed in N.C.G.S. 143-129; and shall prequalify and accept bids from first-tier subcontractors for all construction work pursuant to N.C.G.S. 143-128.1(c) and 143-135.8.

D. RELATIONSHIP OF TOWN OF ROLESVILLE AND CONSTRUCTION MANAGER

While the CMAR accepts financial risk in providing a Guaranteed Maximum Price for delivery of the Project, the Guaranteed Maximum Price will contain a contingency for (or in certain circumstances may be amended because of) conditions or circumstances which a prudent CMAR could not have reasonably detected at the time the Guaranteed Maximum Price was given. Accordingly, without limiting the guaranty given by the CMAR with respect to the maximum price, the primary duties of the CMAR also include the proper and timely completion of the design and construction of the Project through the employment of the best construction management practices. The CMAR project records will be an "open book". The Town of Rolesville may attend any and all meetings and the Town of Rolesville or its designated auditors or accountants shall have access to any and all records maintained by the CMAR that relate to the project.

E. CONSTRUCTION MANAGER-AT-RISK(CMAR) GENERAL CONDITIONS ALLOWANCE AND FEES

1. Pre-Construction Phase – The CMAR Pre-Construction Phase Fee shall be an all-inclusive lump sum fee for providing all required services as hereinafter set forth for the Design Phases, established by the contract between the Town of Rolesville and the Designers.
2. The CMAR General Conditions Allowance & Construction Phase Fee shall be an all inclusive lump sum management fee which will include all CMAR home office, project site and project related costs, including all CMAR overhead costs and profit. This fee will be hereinafter referred to as the Construction Management Fee and shall be calculated as a percentage of the Cost of the Work. Project site costs in the Construction Management Fee should include:
 - a. *Project staff costs* – direct salary plus customary labor burden, transportation and/or subsistence, communications, computers & travel expenses related to equipment/material survey & inspections.
 - b. *Mobilization* – establishment of job site including office & storage trailer set-up & utility connections, site fencing and identification signage.
 - c. *Temporary Facilities* – rental of field office trailer(s) including a conference room for about twenty (20) people; utilities costs for field office trailers; rental (or purchase) of field office furniture & equipment; field office telephones with voice mail, dedicated fax lines and high speed internet connections; field office operation cost (i.e. stationary, postage shipping, equipment maintenance, etc); temporary construction utilities (if required); small tools, storage yard rental, parking lot rental, and parking fees.
 - d. *Plans/Surveys/Permits* – reproduction of Construction Documents during the

construction phases; surveyor's services as required; all required permits, all appropriate contractor and equipment licenses.

- e. *Safety/Cleanup* – establishment and maintenance of an on-site safety program; installation and maintenance of temporary facilities (safety barricades, partitions, ladders, stairs, safety signage, first aid, traffic control devices, etc.); daily site clean-up, trash collection and removal; maintenance of site security; site snow removal as required; temporary weather and/or dust protection as required, vehicle wash stations as may be required; fire extinguishers and fire watch as required; safety harnesses, lanyards and fall arrest equipment as required.
 - f. *Close-out/Demobilization* –final site/facility clean-up; final release of liens for all sub-contracts; an as-built set of drawings in hard copy to the Project Designer for preparation of record as-built drawings; multiple copies (# determined by Town of Rolesville) of project files and records for the Town of Rolesville archives.
 - g. *Quality Control* – monthly reports, photographs, inspection reports, logs (RFIs, submittals, change orders, etc.)
 - h. All costs in this section shall be paid by the CMAR and shall not be passed down to the Principal Trade Contractors or any subcontractor.
3. The cost of Bonds and Insurance as required by state law shall be carried in the GMP as a separate line item, not part of the Construction Management Fee.

F. PAYMENTS TO THE CONSTRUCTION MANAGER-AT-RISK

1. Payment of the CMAR Pre-Construction Fee shall be made in an agreed monthly (not to exceed) hourly rate upon the evaluation by the Town of Rolesville, after consultation with the Project Designer of work accomplished by the CMAR, but in no event exceeding the following schedule:
 - a. One-third of the Fee during the Design Development Phase of the Project;
 - b. One-third of the Fee during the Construction Document Phase of the Project;
 - c. One-third of the Fee within fifteen (15) days after the CMAR submits a complete Guaranteed Maximum Price package for the Project.

G. PRE-CONSTRUCTION SERVICES

1. The CMAR shall meet with the Town of Rolesville's Designated Representative, Town Staff, and the Project Designers to fully understand the Program, the design documents, the Project scope and all other pertinent aspects of the Project. The CMAR shall become an integral part of the Project Team and shall develop written project procedures in cooperation with the Town of Rolesville that will be used as a guide for the management and coordination of this project throughout the life of the project.
2. *Consultation During Project Development*- The CMAR shall attend regularly scheduled meetings with the Project Designers and consultants during the Design Phases to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems

and equipment, phasing and sequencing. The CMAR shall provide written recommendations on construction feasibility.

3. *Value Analysis*

3.1 The CMAR shall provide continuous value analysis studies as the project design is developed to offer suggestions that provide the 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. All recommendations shall be in writing and must be fully reviewed with the Project Designer and Town of Rolesville, and approved by the Town of Rolesville prior to implementation.

3.2 The CMAR shall conduct a major value analysis study at 100% Design Development (utilizing the 100% Design Development documents) which shall include, but not be limited to, the items noted below:

- a. Develop value analysis concepts for consideration in brainstorming sessions with the Design Team.
- b. Written cost studies shall be produced and submitted to the Town of Rolesville within two (2) weeks of the final brainstorming session.
- c. A formal written value analysis study document including a summary of value analysis items, applicable cost savings, selected items and their corresponding cost savings shall be presented to the Town of Rolesville & Project Designer.
- d. The CMAR shall also conduct value analysis studies during each of the Construction Document Phases to evaluate specific items as requested by the Town of Rolesville.

3.3 The CMAR shall promptly notify the Town of Rolesville and Project Designer in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.

4. *Schedule-* The CMAR shall schedule Pre-Construction Services in accordance with the design schedule established in the agreement between the Town and Project Designer. The CMAR is responsible to monitor this schedule during the pre-construction/design phase, insure that this schedule is updated, and advise the Town of Rolesville of any deficiencies in adhering to this schedule by any party.

5. *Constructability Review-* The CMAR shall review the design continuously throughout the Pre-Construction Phase as to constructability. With respect to each such issue, the CMAR shall submit a written report to both the Town of Rolesville and the Project Designer. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the in-depth study/research conducted by the CMAR; and, (3) written recommendations for addressing the issue.

6. *Construction Cost Model/Estimates*

6.1 The CMAR 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 during which the CMAR is performing Pre-Construction Services. (Hereinafter: CM Cost Model Update.) Prior to the development of the cost model, the CMAR will meet with the Project Designer and establish a common cost estimating format so that project cost estimates prepared by the Designer and CMAR may be directly compared.

6.2 Each CMAR Cost Model Update must set forth the total construction costs for the facility including alternates, allowances, CMAR Construction Management Fee, Bonds, Insurance and Contingency.

6.3 Each CMAR Cost Model Update will be reviewed by the Project Designer and the Town of Rolesville for reasonableness and compatibility with the amount of funds available for construction. Meetings and negotiations between Town of Rolesville, Project Designer and the CMAR will be held to resolve questions and differences that may occur. The CMAR shall work with the Town of Rolesville and Project Designer to reach a mutually acceptable joint Probable Construction Cost.

7. *Coordination of Contract Documents*

7.1 The CMAR shall review the drawings and specifications for features that may be ambiguous, confusing, conflicting or erroneous and shall notify the Project Designer and Town of Rolesville in writing when such features are observed.

7.2 The CMAR shall provide a thorough interdisciplinary coordination review of the Construction Drawings and Specifications submitted for review to the authority having jurisdiction. The review shall be performed utilizing a structured and industry accepted process by a qualified firm or personnel. The CMAR shall review the final documents to see that all comments have been incorporated.

7.3 All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the CMAR during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP) unless the CMAR notifies the Town of Rolesville otherwise in writing prior to the advertisement for bids.

8. *Construction Guaranteed Maximum Price (GMP)*

8.1 Upon agreement of the Town of Rolesville and the CMAR, the GMP shall be established when the design is approximately ninety (90) percent complete, but in no case later than 10 days after final review submission of the construction documents to the Engineering Division of the North Carolina Department of Insurance. The CMAR will develop and provide to the Town of Rolesville a GMP which will include all construction costs, and all other projected costs including without limitation the CMAR Construction Management Fee and Contingency but not including the Town of Rolesville's Construction Contingency. The GMP shall set out each anticipated trade contract amount.

8.2 In the event that the GMP exceeds the Project Construction Budget, the Town of Rolesville reserves the right to direct the CMAR to (and the CMAR shall, without additional compensation) work in conjunction with the Project Designer to redesign the Project as necessary to meet the Project

Construction Budget. The CMAR shall work with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost and shall provide the Town of Rolesville with a revised GMP based on the altered and redrafted documents.

8.3 Upon acceptance by the Town of Rolesville of a GMP, the Town of Rolesville shall prepare and the CMAR shall execute a contract to reflect the GMP. Within ten (10) days after the Town of Rolesville has provided a contract to the CMAR, the CMAR shall return to the Town of Rolesville a signed contract including a Performance Bond and a Labor and Material Payment Bond.

9. *Non-Acceptance of the GMP*

9.1 The Town of Rolesville, at its sole discretion, may decline to accept the GMP submitted by the CMAR for the Construction Phase and thereupon without penalty, the CMAR's work will end upon completion of the Pre-Construction Phase contract.

9.2 The CMAR shall accept the amount negotiated for Pre-Construction Services as full and complete reimbursement of all costs and services performed by the Construction Manager-at-Risk for Pre-Construction Services. Thereafter, the Town of Rolesville shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the CMAR and with full ownership and use of any data and information written or electronic developed during Pre-Construction activities.

10. *Contingencies*

10.1 *Town of Rolesville's Contingency.* A Town of Rolesville's Construction Contingency will be established. Expenditures against this contingency will be available to cover all costs resulting from changes in scope and will be initiated by the Town of Rolesville's Designated Representative with the Town of Rolesville's written approval via a change order amendment issued.

11. *Ownership of Documents-* All data information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the CMAR or in the possession or control of the CMAR relating to the Project are the property of the Town of Rolesville and shall be turned over to the Town of Rolesville within ten (10) days after the request.

12. *Principal Trade and Specialty Contractor Pre-Qualification*

12.1 All Principal Trade and Specialty Contractors shall be pre-qualified by the CMAR.

H. CONSTRUCTION PHASE SERVICES

Construction Phase services provided by the CMAR shall be as required to effect the complete construction of the Project and to maintain the established GMP of the Project.

1. *Consultation During Continuing Project Development.*

Upon acceptance of the GMP, the CMAR shall continue to advise and assist the Town of Rolesville and Project Designer during any continuing Design Activities.

2. *Project Construction Costs:*

- 2.1 The CMAR will publicly bid Principal Trade & Specialty Subcontracts in accordance with the established project schedule. Upon completion of the award process for subcontracts the CMAR will summarize the values of all of the subcontracts and compare this total with the budgeted amount within the GMP cost summary.
- 2.2 Upon completion of work any and all non-expended funds remaining in the GMP will be retained by the Town of Rolesville via a change order.
- 2.3 Shared savings: CMAR and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion and under budget. Accordingly, Owner and CMAR agree that any savings achieved through increased efficiencies, CMAR means and method, or value engineering options, shall be split between the Owner and CMAR. CMAR shall receive 25% of shared savings to a maximum value limited to an additional 2% of the total actual Construction Phase cost (up to 12% total fee achieved). Shared savings incentive will be paid upon Final Completion of Phase 2 Work.

3. *Principal Trade & Specialty Contracts*

- 3.1 One or more Principal Trade Contract packages shall be prepared for each of the General Construction, Electrical, Mechanical, Fire Protection, and Plumbing divisions of the work of the Project. The CMAR may at any time prior to the prequalification of bidders, identify and define other Specialty Contract packages which the CMAR determines may be helpful in the timely, cost-effective construction of the Project. Each Principal Trade Contractor shall provide such bonds and insurance as the CMAR may require in the contract package.
- 3.2 In addition to Principal Trade and Specialty Contract packages including general, plumbing, HVAC, and electrical divisions of the work, a Construction Manager-at-Risk, in conjunction with the public agency with whom the CMAR has contracted, may advertise for one or more combinations of one or more Principal Trade and/or Specialty contract packages, and may prequalify and accept bids from first-tier subcontractors who wish to submit such combined bids which fully and completely incorporate the specifications for two or more of the bid packages advertised to bid at a single bid opening. All requirements of N.C.G.S Sections 143-128, 143-128.1, 143-128.2, and 143-129, as well as all advertised conditions for bidding, must be satisfied for such a combination bid to be considered responsive.
- 3.3 In conformity with the public policy set forth in N.C.G.S. 143-128, no Trade Contract Package may be awarded other than to the bidder submitting the lowest verified bid.
- 3.4 After the CMAR has prequalified Principal Trade and Specialty Contractors, the CMAR shall advertise for receipt of bids as directed by the Town. Bids will be received from all prequalified contractors for each trade & specialty package in a public venue and publicly opened at the time specified. The CMAR shall tabulate the bids received on each package. Next, the CMAR shall determine the apparent low bidder for each package. Upon this determination, the CMAR shall have the right to review all bid documentation from the apparent low bid contractor to verify the scope of the bid. If this

review shows that the low bid contractor fully accounted for all costs associated with the scope of the work on which he was bidding, then the contract shall be awarded to the low bid contractor. If, however, this review shows that the low bid contractor failed to account for all costs associated with the scope of the work on which he was bidding, then the bid may be disqualified at the discretion of the CMAR. The CMAR shall have the right as outlined above to verify the scope of each low bid in the same manner until he determines the lowest verified bid.

3.5 The CMAR may repeat the bidding for a Principal Trade or Specialty Contract only if 1) the initial bidding produces no responsible, responsive bids for that portion of the work, or 2) no responsible, responsive bidder will execute a contract for the bid portion of the work, or 3) in the judgment of the CMAR the bids represent an excessive cost based on current market value and 4) the Town of Rolesville approves of such a re-bid.

3.6 The CMAR will require the Principal Trade & Specialty Contractors to provide the applicable contract documents including insurance certificates, Minority & Women Business Enterprise (W/MBE) participation schedules, and verification of W/MBE participation (by submission of letters of intent, copies of purchase orders, etc).

3.7 All contract documents between the CMAR and the Principal Trade and Specialty Contractors shall be made available for review by the Town of Rolesville

4. *Project Control & Management*

4.1 The CMAR shall accept delivery and arrange for storage, protection and security for any Town of Rolesville purchased materials, systems and equipment that are a part of the work until such items are turned over to the respective Principal Trade & Specialty Contractors.

4.2 The CMAR shall schedule and conduct regular progress meetings as conditions on the Project require but at least weekly, and the CMAR shall conduct bi-weekly meetings and other meetings as may be directed by the Town of Rolesville, at which Principal Trade and Specialty Contractors, Town of Rolesville, Project Designer, and other designated representatives, and the CMAR can discuss jointly such matters as progress, scheduling, and construction-related problems. The CMAR shall prepare and distribute complete minutes of meetings to all attendees and others as directed by the Town of Rolesville within three (3) days of such meetings. Representatives of the Town of Rolesville may attend meetings and shall in any case receive all notices and minutes of meetings.

5. *Requests for Information (RFI)*- The CMAR will be responsible for developing and implementing an RFI process for use on the project and shall be responsible for tracking and monitoring all RFI's throughout the Construction Phase.

7. *Reports*

7.1 The CMAR shall keep accurate and detailed written records of project progress during all stages of construction.

7.2 The CMAR shall maintain a detailed daily diary of all events, which occur at the jobsite or elsewhere, and which affect, or may be expected to affect, project progress. The diary shall be available to the Town of Rolesville at all times and shall be turned over to the Town of Rolesville upon completion of the contract.

7.3 The monthly report by the CMAR shall include the following items: project status, schedule update, cost status, change order summary, shop drawing/submittal/RFI summary, quality control/inspection summary, any current construction and/or cost issues with proposed solutions for resolution, an accident report, and a 30 and 60-day look ahead report.

8. *Contract Close-Out*

8.1 The CMAR is responsible for compliance with all Contract Close Out items per the Contract Documents and shall obtain data from Principal Trade & Specialty Contractors and maintain a current set of record drawings, specifications and operating manuals.

8.2 With mechanical and electrical equipment, the CMAR is to obtain the Operating and Maintenance (O&M) manuals at least two (2) months prior to the demonstration for such equipment. These O&M manuals are to be sent to the Town of Rolesville's Project Manager who is to forward one (1) set to the Town's maintenance department responsible for maintaining the facility for review prior to the equipment demonstration.

8.3 At the completion of the Project and before final payment, the CMAR shall deliver all such records to the Town of Rolesville along with a complete set of as-built drawings for use by the Project Designer in preparing Record Drawings.

9. *Separate Contracts*

Without invalidating the relationships with the CMAR, the Town of Rolesville reserves the right to let other contracts in connection with the project, the work under which shall proceed simultaneously with the execution of the work of the Construction Manager-at-Risk. The CMAR shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the CMAR shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the CMAR from carrying out his work according to the plans and specifications, the CMAR shall immediately notify the Project Designer and the Town of Rolesville upon discovering such conditions.

APPENDIX A

Non-Collusion and Non-Suspension Statement

The undersigned certifies that _____,
(Name and Address of CMR Candidate)

North Carolina General Contractor License Number _____, has not in connection with this proposal or in any instance engaged in any conspiracy, combination, or any other act in restraint of trade or commerce declared to be unlawful by the provisions of N.C.G.S. 75-1 and 75-2 where the combination, conspiracy or other unlawful act in restraint of trade involves a contract for construction, renovation or repair, let or to be let by a governmental agency or a subcontract for construction renovation or repair with a prime contractor or proposed prime contractor for a governmental agency. N.C.G.S. 133-24.

Furthermore, the undersigned certifies that it is familiar with the response to the RFQ for Construction Manager at Risk (CMAR) Services for the Town of Rolesville Town Center Project and that said response, is fair and proper and is not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the undersigned or any of its agents, representatives, owners, employees or parties in interest. N.C.G.S. 133-30.

Finally, the undersigned certifies that it has not been suspended from bidding by any federal agency, the North Carolina State Building Commission or any other State building authority and that it is not an affiliate or subsidiary of any company suspended by the North Carolina State Building Commission or any other State building authority.

By _____
Title _____
Date _____

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20_____.

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My Commission Expires:

APPENDIX B

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership.

MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 15%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

OR

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Town of Rolesville for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the Town of Rolesville that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Town of Rolesville whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Town of Rolesville will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- (5) Attending any pre-bid meetings scheduled by the public owner.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

APPENDIX C

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: _____ Approved/Certified By: _____
Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

Appendix C

Identification of HUB Certified/ Minority Business Participation

I, _____
 (Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)_____.

Appendix C

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Appendix C
State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Appendix C

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 15% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina

**Appendix C
AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 15% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____ (Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

Appendix C

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

REQUEST FOR QUALIFICATIONS
Town of Rolesville - Rolesville Town Center
Construction Manager at Risk Services (CMAR)

The Town of Rolesville is issuing a Request for Qualifications (RFQ) to solicit a Statement of Qualifications (SOQ) from contractors interested in the opportunity to submit a proposal to provide pre-construction and construction services for the new Rolesville Town Center project using the Construction Manager At-Risk (CMAR) method of project delivery. Included in the scope of services is collaboration with the design team during Design Development and Construction Document phases, development of a guaranteed maximum price (GMP) proposal, and, assuming successful negotiation of a GMP with the Owner, ultimately entering into a construction agreement for the construction of the Project. Responses to this RFQ will be evaluated to identify contractors with the requisite experience, qualifications and resources to complete the Project successfully within an agreed upon GMP in accordance with project requirements that will be specified by the Owner. This RFQ will place an emphasis on the contractor's demonstrated ability on past projects of similar size and nature, ability to meet project schedule, and commitment to MWBE.

SOQs for the new Rolesville Town Center project located at 408 East Young Street, Rolesville, NC 27571 will be received by the designer at the following address:

Keith T. Carlyon, AIA, LEED AP
ADW Architects
2815 Coliseum Centre Drive, Building #6, Suite 500
Charlotte, NC 28217
(704) 379-1919
kcarlyon@ADWArchitects.com

SOQs will be received **until 5:00 p.m., legal local time on November 12, 2024.** All interested contractors are required to submit (1) original and (7) hardcopies of their SOQ as well as an electronic copy in PDF format.

All requests for the RFQ and any questions related to the RFQ shall be directed to the office of ADW Architects (contact above) in writing. The Owner reserves the right to amend the RFQ at any time and only those contractors registered with ADW Architects will receive amendments.

The Town of Rolesville Town Center project will initially focus on the design and construction of the master plan site layout, including all roadways, utilities, mass grading, storm water, landscaping and other site amenities. The intent is to provide building pads for the coming buildings which include a County built Library, Town Police Station, Town Fire Station, Town Hall and Town Parks and Recreation Center.

The site is approximately 17 acres and is currently in multiple parcels. The largest parcel's address is 408 East Young Street, Rolesville, NC.

The Library design is currently underway with the county. Both the Police and Fire Stations are currently in design with the Town. It is possible that the Police and Fire Stations will proceed to construction and be part of this projects scope.

The Owner reserves the right to reject any and all SOQs after the opening of SOQs but before award, or any SOQ, in whole or part.