

**REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGEMENT SERVICES FOR  
SITE DEVELOPMENT AND CONSTRUCTION OF NEW POLICE STATION, EMS  
SUBSTATION & FIRE BAY**

**ISSUE DATE: January 12<sup>th</sup>, 2022  
RFQ RESPONSE DUE DATE: February 4<sup>th</sup>, 2022**

The Town of Kitty Hawk, North Carolina is soliciting services from experienced firms for pre-construction and construction services related to the construction of a new joint use public safety building. The Town intends to construct a facility intended to house Police services provided by the Town of Kitty Hawk and EMS services provided by Dare County. The Town owns multiple contiguous parcels comprising 1.84 Acres, located at 4907, 4911, 4915 & 4919 Putter Lane.

The anticipated project will consist of approximately 20,620 gross square feet of construction and associated site work. The design and site work are organized to allow for future expansion of bunk rooms and administrative office facilities should the need ever arise. The Town has engaged Manns Woodward Studios, Inc. as the Architect of Record. Preliminary Concept Planning for the facility has been completed and will be provided to firms that are short-listed.

**SUMMARY OF QUALIFICATIONS AND SPECIFICATIONS**

All firms interested in this project must provide construction management services as further defined in this solicitation. At a minimum, capabilities shall include but are not necessarily limited to cost estimating, participating in value engineering efforts, solicitation of competitive bidding, utilization of Building Information Modeling (BIM) technology during pre-construction and construction efforts. Services may be provided in-house or in conjunction with other consulting firms. Supplemental consulting firms shall be identified in the submission response.

Currently, the projects are funded by multiple sources, and additional sources are possible. The Town intends to engage the Construction Manager (CM) for pre-construction services and then further engage the CM for final construction services utilizing a Construction Manager At-Risk Agreement. The Town intends to use a CM Agent Agreement only if funding sources prohibit the use of CM At-Risk delivery method.

Submissions should address the specific qualifications and experience of the Construction Managers' personnel and office that will be engaged in this project. Firms responding should be very precise in detailing experience with projects of this type. Information that is helpful in the evaluation process includes the size of recent projects in terms of square feet and dollar amount, completion dates of previous projects, clients, firm's level of involvement or responsibility on a given project. Recent similar projects of this scope and scale should be highlighted, and references should be provided. Individual offices of national or regional firms should confine their submissions to reflect the experience and the qualifications of the personnel and office assigned to this project. Submission of projects or relevant work experience not completed by the personnel assigned to this project will negatively impact the scoring of a submission.

## QUESTIONS OR CLARIFICATIONS

The Town of Kitty Hawk shall manage the questions and clarifications process of this solicitation. Interested parties must submit their questions in writing to the Town via e-mail below. Questions must be submitted by Monday, January 31, 2022. Your questions and the Town's answers will be made available to all other interested parties.

### **Contact for Questions:**

**Andy Stewart, Town Manager; [andy.stewart@kittyhawktown.net](mailto:andy.stewart@kittyhawktown.net); 252-261-3552**

## **A. INTRODUCTION & BACKGROUND**

The Town of Kitty Hawk is seeking professional Construction Management services for pre-construction and the construction of the above referenced projects. The project is anticipated to be a partnership between the Town of Kitty Hawk and Dare County. The project is located on Putter Lane. The shared facility is envisioned to consist of a single-story structure housing EMS/Fire/Police program element. EMS program will consist of spaces such as offices, bunks, kitchen, dayroom, fitness and more. Police station program elements will consist of Offices, Records Area, Sallyports, Holding & Processing Areas, Locker Rooms, Interview Spaces, and other features commonly found within modernized law enforcement facilities. The Fire program will consist of a fire bay designated for storm related events. The building will also contain an apparatus bay consisting of three drive thru apparatus bays located at the rear of the site.

The proposed projects are intended to promote and extend each agencies capabilities to provide public safety services well into the foreseeable future. As an essential facility, the building will need to be designed and constructed according to all applicable building codes and satisfy the numerous safety, health, and wellness standards specific to modernized public safety facility.

The Town has engaged an architect with significant expertise in designing these specialized facilities. The final project budget shall be established early in the pre-construction period. It shall be influenced by the project approach and the commitment of funds by various agencies and programs. The following are critical objectives for the project:

1. Satisfy the programmatic and functional requirements identified in the current design schematic/concept documents. Revisions to the design shall not sacrifice the mission or overall functionality of programmatic areas.
2. Promote recruitment & retention, ensure operational efficiencies, and minimize response times.
3. Maximize the durability and longevity of the building with an emphasis on life cycle costing. Low maintenance materials preferred.
4. Optimize sustainability and energy performance to the maximum extent feasible.
5. Control Project Costs to ensure best value is obtained while striving to create state-of-the-art facility that actively engages the community while promoting first responder health, safety, and wellness.
6. Establish a quality working relationship with a Construction Manager who will assist the Town and design team establish a timely construction schedule and maintain project costs. The Construction Manager shall work to eliminate change orders before the issuance of final bid documents to sub-contractors.

## **B. CM ROLE & RESPONSIBILITIES**

The Town will retain a Construction Management team in a two-part agreement. The first part of the agreement shall be to conduct pre-construction services with the intention of awarding the second part of the agreement for construction management at-risk services based upon successful and satisfactory completion of pre-construction services. If funding sources prohibit the use of CM At-Risk delivery, the Town will then utilize a CM Agent delivery method. The Town shall evaluate the qualifications of each submission and short list no more than three viable candidates and conduct interviews.

At this time, it is anticipated that pre-construction services shall be compensated based upon a lump-sum fee approach. It is anticipated that fees for Construction Management shall be pre-determined in the format of a negotiated cost-plus fee agreement to achieve a guaranteed maximum price (GMP) agreement. Such GMP shall be based upon the schedule developed by the CM and approved by the Town during pre-construction services. Schedule delays, through no fault of the Town shall not be considered justification for additional services. Liquidated damages are anticipated to be part of the agreement not to exceed \$1,000.00 per day, per project.

Contract extension for the project's construction phase shall be primarily based upon the Construction Manager's satisfactory performance throughout pre-construction services and their ability to commit to project delivery within the established budget. If the CM does not complete pre-construction services and an agreement for construction cannot be reached, the Town reserves the right to competitively bid the projects.

The design team shall work with the Construction Manager during the design phases to maintain the project schedule and costs. The Construction Manager shall be responsible for the performance of the following services/activities with final project scope subject to negotiation and determination by the Architect and Town.

The Scope of Services by the Construction Manager is described below on the following pages. The contract shall be negotiated with the successful CM and incorporate the following scope:

## 1. PHASE I – PRE-CONSTRUCTION SERVICES

1. **Overview:** The Construction Manager shall review the program, drawings, and specifications furnished by the Design team and Town to ascertain the project's requirements and arrive at a mutual understanding of these requirements with the Town. The selected Construction Manager, and their consultants as applicable, shall meet with the Town and Architect as required to confirm the prepared program information (preliminary plans and cost estimates), and to establish the intended uses, and to develop the desired program and features for the facilities, and methods of project execution. The Construction Manager shall provide to the Town cost evaluations of alternative materials and systems. The Construction Manager shall prepare and periodically update a project schedule for the design team's review and the Town's acceptance.
2. **Scheduling:** The Construction Manager's scope of work includes the preparation of a preliminary design and construction schedule. This schedule will show each of the programming & design phases, identify critical milestone dates, selection period for the construction contractor (if applicable) and note what decisions need to be made by the Town/Architect. Interface requirements with utilities and any other third-party organization will be noted. This schedule shall show all activities necessary to complete all aspects of the design requirements and indicate how bid packages can be developed and show how all construction activities are through the issuance of a final certificate of occupancy. The Construction Manager will provide scheduling services for the construction process. Working with subcontractors, the Construction Manager will determine long lead time items and critical path tasks for completion of the project in the yet to-be-determined/agreed upon time frame. The Construction Manager will evaluate site constraints, regulatory requirements, material and equipment deliveries and workforce availability establishing this schedule. The final construction schedule shall be incorporated into the agreement for Phase II.
3. **Cost Estimating:** The Construction Manager shall prepare construction cost estimates for program requirements based on current design documents. As the design team progresses with preparing Construction documents, the Construction Manager shall prepare and update construction cost estimates of increasing detail and refinement. The Construction Manager will advise the Town and Architect if it appears the construction cost may exceed the approved project budget (to be determined) and make recommendations for corrective action. The Construction Manager shall review the design and construction documents and consult with the Town and Architect regarding the constructability and, to the best of their ability, the economic influences on materials. Additionally, the Construction Manager shall advise the Architect and Town of the cost and schedule implications of the design and details. The Construction Manager shall perform a minimum of (4) four detailed cost estimates for each project. Such estimates shall be provided at the following phases: 100% Schematic Design; 100% Design Development; 50% Construction Documents; 90% Construction Documents.
4. **Value & Constructability Review:** The Construction Manager will review the construction documents for constructability and prepare a formal list of comments to be reviewed and coordinated with the Town, Architect & Design Consultants. The sequence of construction, efficient use of construction materials and labor, and construction sequencing of building systems are all considered in this review. The Construction Manager will enlist the subcontractor's participation to determine material lead time and material tolerances. The

Construction Manager may also make a recommendation to the Town/Architect regarding design documentation and detailing. The Construction Manager shall participate in a minimum of (4) Four Value & Constructability review sessions and prepare associated reports to be submitted with each estimate.

## 2. PHASE II - CONSTRUCTION PHASE – ADMINISTRATION OF THE CONTRACT

Upon award of the second phase of the Contract, the Construction Manager shall:

1. **Overview:** The General Contractor will construct the work according to the construction documents. Additionally, they will maintain all relevant project archive records on behalf of the Town, including but not limited to as-built drawings, specifications, submittals, and inspection reports. The Construction Manager shall advise on the division of the project into individual contracts for various work categories according to typical Construction Manager as Constructor Agreements, provided that funding sources permit such delivery method.
2. **Bids:** The Construction Manager shall let and receive bids in accordance with typical Construction Manager as Constructor standards, and in accordance with all statutory laws when dividing the work into individual contracts. Performance and payment bonds will be required for all contracts. The Construction Manager, his firm, or other business in which he may hold an interest may submit bids on any contracts for the project. Such bids by the Construction Manager shall be subjected to Town and Architect review and may be rejected for any cause. If the bid prices exceed budget amounts, the Construction Manager and the design team will select alternate bid items or redesign the buildings and improvements to bring the bid prices for the project back under budget. The construction manager shall obtain a minimum of three bids for any trade or vendor exceeding 2.0% of the total construction cost.
3. **Responsibilities:** The Architect and Town shall be responsible for obtaining approvals of building plans and site improvements from the Town. The Construction Manager shall be responsible for labor permits, including but not limited to electrical, plumbing, elevator, etc.
4. **Administration:** The Construction Manager shall provide administration of the construction contracts and provide cost and schedule updates and forecasts to the Town and Architect. Progress meetings shall be held on a bi-weekly basis with Owner Representation Present. The CM Shall be responsible for the development of regular progress reports and meeting minutes.
  - a. The CM shall provide electronic “as-built” drawings.
  - b. The CM shall utilize ProCore or other acceptable management software platform and provide access to Owner and Design team representation
  - c. The CM shall provide electronic O&M manuals.
5. **Payments:** The Construction Manager shall develop and implement procedures for the review and processing of applications for payment from the Contractors. The Construction Manager will review those payment applications with the Architect and Town or Town's representative.
  - a. The CM shall pay all sub-contractors within 14 business days of receipt of payment from the Owner.

- b. The CM shall develop a schedule by division for the release of retainage and liens as the progress progresses to substantial and final completion.

#### **D. PROJECT BUDGET AND CONSTRUCTION COST**

Project costs shall include all professional fees; construction costs; support services (utilities, fixed equipment); site work; soil testing (if applicable); a 10% construction contingency; and all other costs not listed. Change orders shall be limited to 15% maximum overhead and profit.

#### **E. SUBMISSION REQUIREMENTS**

**Format:** Each interested firm must submit sealed proposals for consideration complying with the submission requirements outlined below. Electronic submissions shall be provided to the Town via the following process. Proposals shall be prepared in 8.5 x 11 format. Font size shall not be less than 11 points. The submission shall not exceed 60 single-sided pages. Cover pages, tables of contents, and executed forms shall not be considered in the page count.

**Submission Process:** All proposals shall be submitted electronically in .pdf format. The PDF shall be searchable, and sections of the Proposal shall be bookmarked.

**Late Proposal:** The Town will not accept and will return any Proposal received after the time and date set for receipt of Proposals or any request for withdrawal or request for modification received after the time and date set for submission of Proposals.

**Addendum:** Addendum to RFQ may occur at any time prior to the due date. It is the potential offeror's responsibility to obtain amendments.

**Content Organization:** Proposals shall contain a minimum of the following, in the order outlined in this section. Failure to submit a proposal within the prescribed format and content requirements may be cause for rejection:

1. **Letter of Transmittal:** Clearly indicate the single contact, mailing address, telephone, e-mail & facsimile information. Indicate the specific nature of the relationship of any formal associations or joint venture of the Proposer/Respondent.
2. **Firm Organization & Biographical Data:** Identify the organization and associated key staff and their roles in the construction process of said projects. List the name, title, experience, and qualifications of the individual(s) who will actually be involved in this project. Indicate the individual(s) role on similar projects and in what capacity they would serve on this project. Be sure to identify the major type of activity or area of expertise and recent (past 5 years) experience in the performance of similar **completed** projects of the firm. Relevant experience for superintendents shall be permitted to be within the past ten years.

Provide an Organization Chart illustrating the proposer's staff structure for this project. Consultants/Sub-Consultants to be used on the project Indicate the names, addresses, and telephone numbers of any consultant/sub-consultant or associates proposed to be used to complete the project. State the capacity they would be used in and the approximate percentage of total services they would provide. Briefly describe their experience. If Consultants or Sub-Consultants are used, the Town will consider the proposing firm to be the Prime Consultant and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such Consultant-Sub-Consultant arrangements.

3. **Experience, Expertise & Understanding:** Through narrative means, express the experience of your firm, state the reasons why your firm is qualified to undertake the projects, a Summary of Understanding of the Project Description and Scope of Services.
4. **Project List and Examples of Work:** Provide information and references for no more than five (5) similar **completed** projects in which the firm was involved. Identify the individual(s) from the firm who were involved with the project and area of responsibility. Project information should include location, estimated cost, final cost, total change order values, and completion date, and reference contact. In addition, describe the project conditions and similarities to this project. Describe any unique or innovative approaches, if any, on how the project was successfully completed.
5. **Construction Management Practices:** Identify the Proposed Methodology and Work Plan by describing in detail how you propose to accomplish the tasks outlined in the description of services. Identify which contract methodology you would propose and why. Each key milestone of the process should be addressed and describe any unique qualifications or processes the firm can contribute towards the project. Indicate the length of time in days required to complete each component of service and an overall project timetable.  
  
Describe your firm's capabilities, if any, to self-perform work and how any self-performed work will be competitively evaluated against sub-contractors.
6. **BIM Integration:** Describes the firm's experience utilizing Building Information Modeling technology. Provide an example as an appendix, if available, of a BIM implementation plan utilized on a project listed as Exemplified Work. (Note that the BIM implementation plan shall not count towards the page count)
7. **Financial Standing:** Short listed firms shall provide documentation of their financial standing relating to their ability to successfully complete the scope of work. All shortlisted firms shall demonstrate an immediate capacity to obtain a payment and performance bond sufficient for a project of this magnitude.

## F. OVERVIEW OF TERMS AND CONDITIONS AND TOWN'S RIGHTS

1. Agreement with Construction Manager.

The Town anticipates the use of the AIA Document C132-2009, Standard Form of Agreement between Owner and Construction Manager as Constructor agreement, or the AIA Document A133-2009 Owner/Construction Manager as Constructor Agreement. Alternative forms of Contract proposed by the consultant shall be considered.

2. The Town reserves and holds the following rights and options which may be exercised at its sole discretion with respect to this RFQ:
  - a. The Town reserves the right to accept or reject any or all proposals which in its judgment is in the best interest of the Town. Consultants are notified that such acceptance or rejection shall be without liability on the part of the Town for any action brought on by the Consultant because of such acceptance or rejection, nor shall the Consultant seek any recourse of any kind against the Town of such acceptance or rejection. The submittal of a Proposal in response to this notice shall constitute an agreement of the Consultant to these conditions;

- b. To select and enter into an agreement with the Consultant which, at the Town's sole discretion, best satisfies the requirements and the goals and objectives of the Town, the best interests of the Town, and the public interest in general.
  - c. To terminate or resume the procurement process by written notice to the Consultant for any reason whatsoever.
  - d. To reject or set aside for subsequent reactivation any and all Proposals by written notice to such Consultants for any reason whatsoever.
  - e. At any time after receipt of Proposals, to supplement, amend, or otherwise modify the scope of services.
  - f. To execute an Agreement with the most responsible and responsive Bidder, as evidenced by the Proposal and any clarifications and changes thereto made during the procurement process, that meets the requirements and evaluation factors as set forth in the RFQ and not necessarily with the Consultant that presents the lowest cost to the Town in its Proposal.
  - g. To seek and receive clarifications of any changes to any proposal at any time.
  - h. To enter into preliminary or final negotiations at any time with any Consultant individually or simultaneously with one or more other Consultants.
  - i. To conduct any clarification or negotiation process with any Consultant or any two or more Consultants.
  - j. To set or modify any deadline for the completion of any clarification or negotiation phase of the procurement process.
  - k. Not to enter the agreement as contemplated in this RFQ.
  - l. To designate another body, agency, group, person, or authority to act on behalf of the Town during the negotiation process or to assist it in the negotiation process.
  - m. To establish minimum qualifications for subcontractors and suppliers and to disapprove proposed subcontractors and suppliers other than those originally included in the team presented in the Statement of Qualifications and subsequent response to this RFQ from each Consultant.
3. Furthermore, each Consultant, by submitting its Proposal, agrees to hold the Town, harmless and free from all liability, loss, injury, and/or cost and expense which might be incurred by such Consultant in responding or as a consequence of its response to this RFQ and agrees to waive any and all claims for damages arising in connection with the procurement process contemplated by the RFQ.

## G. SELECTION PROCESS

1. **Phase I – Request for Qualifications:** The first phase of selection is solely qualifications-based. The Town will determine, based upon each firms' submittal, whether or not the proposer possesses the qualification to perform the project. Only the top three most qualified proposers will be asked to participate in interviews. Selection criteria are listed in [Section H. Selection Criteria].



The responses will be reviewed by a Selection Committee formed by members of the Town. Those proposers that the committee determines are most qualified to perform the work will be short-listed and invited to an interview to further describe their qualifications and project approach.

2. **Phase II – Interviews:** A maximum of three firms shall be shortlisted for interviews. Interviews are an opportunity to communicate to the selection committee your understanding of the project, offer your methodology for meeting the stated criteria, and state how you will interface with the Architect and the Town's internal project management team. Interviews will be evaluated against the same criteria established within section H.

The Architect will be present during interviews for the purposes of assisting the Town in prompting relevant dialogue where necessary. At the conclusions of interviews, the Architect shall abstain from evaluations and commentary. The design team shall bear no weight in the final selection of the Construction Manager.

3. **Phase III – Negotiations and Award:** At the conclusion of interviews, the Town will begin by entering negotiations with the highest-ranked firm and work to establish a mutually agreeable fee structure for both pre-construction and construction management at-risk services. Should a satisfactory agreement not be reached between the Town and the top-rated firm, the Town will formally terminate negotiations. The Town reserves the right to undertake negotiations with the next highest rated firm and so forth until a satisfactory agreement is reached and a formal contract is executed. Following successful completion of those talks, a recommendation will be made to the Town Council to award a services contract. The schedule will be mutually agreed upon.

## H. SELECTION CRITERIA

1. **Overview:** The Town intends to use a QBS (quality-based selection) process in determining the most qualified Construction Manager.
2. **Short List Judging Criteria & Weight:** First Phase of qualification selection is to recognize the most qualified Firms to be Short-Listed. All Firms or teams seeking consideration for the project will be evaluated on the following Criteria; each Criteria is assigned a point value based upon Firm's Qualifications and thus multiplied by importance factor (weight) as determined by the Town:
  - a. **Related experience – 25 Points:** Does the CM have the appropriate experience in similar projects to complete this project successfully
  - b. **Personnel Assigned to Projects' Experience – 15 Points:** Do the resumes of the individuals assigned to complete the project convey competency, skill, and the necessary experience to successfully complete the job
  - c. **Project Understanding – 25 Points:** Does the CM's Proposal clearly indicate a project understanding and appropriately address the major concerns of the Town outlined within the RFQ.
  - d. **Approach & Methodology – 10 Points:** Has the CM outlined a clear approach towards how they plan to complete all aspects of the project successfully.
  - e. **Architect Participation – 10 Points:** Does the CM's Proposal identify how they will interact with the design team to improve value and constructability.

- f. **Cost & Quality Control Measures – 10 Points:** Has the CM clearly identified their quality and cost control methods for the construction of the project?
  - g. **BIM Experience – 5 Points:** Does the CM have experience using Building Information Modeling so that they may interface with the design team's computer model to improve the quality of construction?
- 3. **Interview Judging Criteria:** Second Phase of qualification selection is to recognize the most qualified Firms from the Short-List to be interviewed by the Town. Recognized firms or teams seeking consideration for the project will be evaluated on the following Criteria:
  - a. Demonstration of construction excellence
  - b. Demonstration of past experience and professional qualifications of the firm and associated consultants
  - c. Demonstration of experience and expertise in similar construction projects
  - d. The consultant's grasp of the project scope of services / project issues/requirements and proposed project methodology
  - e. The ability of the consultant to undertake the proposed work activities within a time frame deemed reasonable by the Town. Geographic location and proximity to the project site may be taken into consideration
  - f. Project organization structure
  - g. Demonstration of Shortlist Judging Criteria

## **J. OTHER PROVISIONS**

- 1. **Minority Business Enterprise Policy:** The successful bidder shall make a good faith attempt to encourage bids and utilize certified minority business enterprises.
- 2. **Employment of Aliens:** All bidders, as a condition to doing business with the Town, are required to comply with all applicable laws and regulations relating to the employment of aliens. If it is determined that a bidder fails to comply with any such employment laws or regulations during the course of any Town projects, such failure may constitute material breach of the bidder's contractual relationship with the Town, and the Town may take all reasonable steps to terminate its relationship with the bidder.
- 3. **Liability Insurance:** Simultaneously with its delivery of the executed Contract, the successful Bidder must provide the Town with insurance documentation to indemnify and save harmless the Town, its officers and employees from any and all claims, suits, losses, damages, or expenses on account of injuries to or death of any or all persons, or property damage sustained and caused by any act, omission, neglect, or misconduct of said Bidder, as specified herein. The Contractor's/Vendor's obligation to defend and indemnify shall survive the termination of the Contract.
- 4. **Proof of Insurance**
  - a. The Construction Manager must furnish certification of adequate liability insurance protection. This shall include insurance coverage for employees working on Town property. Proof of insurance shall be submitted prior to execution of this Contract. The Construction Manager shall provide documentation of insurance satisfactory to the Town.

**b. The Construction Managers Professional Liability policy:**

- i. Shall be issued by an insurance carrier acceptable to the Town;
- ii. Shall be maintained as required by the Town while this agreement is in force throughout performance of the Construction Manager's services and for five years after the end of such performance;
- iii. May be a claims-made policy. If the Professional Liability, Commercial General or other liability insurance purchased by the Construction Manager has been issued on a "claims made" basis, the Construction Manager must comply with the following conditions. The Construction Manager must:
  1. Agree to provide certificates of insurance evidencing the above coverages for a period of five (5) years after final payment for the Contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Construction Manager's or sub-Construction Manager's work under this Contract, or
  2. Purchase an extended (minimum five (5) years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- iv. Shall be evidenced by a certificate of insurance acceptable to the Town. All insurance policies required hereunder shall be endorsed to include the following provisions: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until 45 days prior written notice has been given to Town."
- v. Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- vi. Certificates of Insurance: Prior to performance of services on the project, the Construction Manager shall ensure that it's required insurance coverage, and that of its consultants is in effect pursuant to this Contract for Construction Manager Services. The Construction Manager agrees that the Town shall have no responsibility to verify compliance by the Construction Manager or its consultants, contractors, subcontractors or suppliers with any insurance requirements. Upon the request of the Town, the Construction Manager shall deliver to the Town certificates of insurance or copies of policies for all required insurance coverage.
- vii. Effect of Insurance: Compliance with insurance requirements shall not relieve the Construction Manager of any responsibility to indemnify the Town for any liability to the Town as specified in any other provision of this Contract For Construction Manager Services and the Town shall be entitled to pursue any remedy in law or equity if the Construction Manager fails to comply with the contractual provisions of this Contract For Construction

## Request for Qualifications for Construction Management Services

Manager Services. Indemnity obligations specified elsewhere in this Contract for Construction Manager Services shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

viii. Priority: Insurance coverage (including any deductible or self-insured retention) required from persons or entities other than the Town or the Town's Related Parties shall be deemed primary to any coverage provided by the Town or the Town's Related Parties.

ix. Property Damage Disclaimer: The Town shall not be liable, and shall provide no insurance, for any loss or damage incurred by the Construction Manager or its consultants, or by their agents and employees, to tools, machinery, equipment and other property owned by them, regardless of whether such losses are insured by them. The Construction Manager hereby releases and discharges the Town and its Related Parties of and from all liability to the Construction Manager, and to anyone claiming by, through or under the Construction Manager, by subrogation or otherwise, on account of any loss or damage to such tools, machinery, and equipment or other property, however caused.

x. Specific Insurance Requirements: Construction Manager shall obtain, pay for and maintain insurance naming Town as an additional insured and a loss payee in the following amounts:

TYPE	LIMITS	AMOUNT
Professional Liability (Errors and Omissions) Insurance	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
General Liability  Commercial General Liability	Each Occurrence	\$1,000,000.00
	Fire Damage - (Any one fire)	\$100,000.00
	Medical Expense - (Any one person)	\$5,000.00
	Personal and Adv. Injury	\$1,000,000.00
	General Aggregate	\$2,000,000.00
Automobile Liability	Combined Single Limit – (ea. acc.)	\$1,000,000.00
	Bodily Injury – (per person)	\$1,000,000.00
	Bodily Injury – (per accident)	\$1,000,000.00
	Property Damage – (per accident)	\$1,000,000.00

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Excess Liability	Aggregate	\$1,000,000.00
Workers Compensation	-----Statutory-----	
Employers Liability	Each Accident	\$500,000.00
	Disease – (policy limit)	\$500,000.00
	Disease – (each occurrence)	\$500,000.00

xi. Builder's Risk Losses: At Construction Manager's own expense, Construction Manager shall carry Builder's Risk Insurance. All policies shall name the Town and Construction Manager as loss payee as their respective interest may appear. The policy shall contain no exclusions pertaining to collapse of, or structural injury to, any building or structure, damage to underground property, or injury or damage arising out of blasting or explosion. Construction Manager shall provide Town with a fully executed copy of the Builder's Risk Insurance Policy. The policy shall contain endorsements which read as follows:

1. This policy covers all the work being done under the Contract between the insured and the Town.
2. This policy shall be primary insurance and shall neither contribute nor claim contribution from any other insurance carried, which by its terms also covers the property; and Construction Manager shall purchase and maintain such insurance as will insure the Town against loss of use of Town's property due to fire or other hazards, however caused.
3. Coverage afforded under this policy will not be cancelled unless and until at least forty-five (45) days prior written notice has been given to Town.

xii. Workers' Compensation Insurance: Construction Manager shall obtain Workers' Compensation Insurance as required by statute. The Workers' Compensation coverage shall cover a sole proprietor, all employees, partners, officers, members, leased employees and any other person working for or with the Construction Manager. Construction Manager shall provide Town a certificate of Workers' Compensation insurance before beginning the Work. If Construction Manager fails to carry Workers' Compensation Insurance, or if its policy lapses during the Work for any reason, Construction Manager shall indemnify Town against any claims against Town's Workers' Compensation insurance policy.

xiii. Additional insurance requirements:

1. Construction Manager shall not begin work until Construction Manager has obtained the required insurance and it has been approved by the Town. The Town's approval of the insurance shall neither relieve, limit, nor decrease Construction Manager's liability nor

excuse Construction Manager for failing to comply with legally required coverage.

2. All Policies of insurance, with the exception of the Worker's Compensation policy shall name the Town, and assigns, officers, directors, officials, members, agents, employees and volunteers as additional insureds ("Additional Insured Parties") including completed operations as their interests may appear with regards to the general liability policy for work performed under the terms of this Contract. This insurance for the additional insureds will be as broad as the coverage provided for the named insured architect/engineer. It will apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
3. All policies of insurance, including Workers Compensation, will contain waivers of subrogation in favor of the Additional Insured Parties for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.
4. Each and every policy of insurance will expressly provide that it is primary coverage without any right of contribution, including deductibles, from any insurance carried by the Additional Insured Parties.
5. Each and every policy of insurance, to the extent that it or they provide the Town with contingent and/or excess liability coverage with respect to their work or interest in the project, will expressly provide that all provisions thereof, except the limits of liability and the liability for premiums, will operate in the same manner as if there were a separate policy of insurance covering each additional insured.
6. Insurance shall be procured from insurance companies authorized to do business in the State of North Carolina and acceptable to the Town. The insurance company providing coverage shall have an A.M. Best Rating of A- or better and a financial size of Class VII or better unless the Town grants specific approval for an exception.
7. Coverage must provide for bodily injury, sickness, disease, sustained by any person, including death.
8. Property damage, including destruction of property including resulting loss of use, cleanup costs, loss of use of tangible property that has not been physically damaged or destroyed including diminution of value and Natural Resources.
9. The policy cannot contain exclusions for work performed by sub-consultants.

#### **Request for Qualifications for Construction Management Services**

10. Town may terminate this agreement if the insurance policy is canceled at any time unless a new policy has been submitted to, and approved by Town before the cancellation of the first policy takes effect. If Town terminates this agreement, Construction Manager shall be responsible to Town for all damages incurred and the failure of insurance shall constitute a material breach.
11. Construction Manager shall maintain this policy until the Town inspects and fully accepts the work completed performed under the terms of this Contract and for five years after the end of such performance.
12. All deductibles or self-insurance retention levels (SIR) shall be noted on the Certificate of Insurance.
13. The project name, bid number or identifying description shall be included on the Certificate of Insurance.

**- END REQUEST FOR QUALIFICATIONS -**