



Brookings County, South Dakota
Qualifications-Based
Best Value Selection Method

Request for Proposals
for
Construction Management at Risk
Services

Issued by:
Brookings County Commission
520 3rd Street, Suite 210
Brookings, SD 57006

May 9, 2019

Responses due Thursday, June 6, 2019 at 4:00 PM CST

Section 1

Introduction and Purpose:

Brookings County is using a Modified Qualifications-Based Best Value Selection process and soliciting proposals from interested parties to provide Construction Management at Risk (CMAR) services for the expansion and remodel of the Brookings County Detention Center. These services will be delivered in a collaborative environment with Brookings County and Boarman, Kroos, Vogel Group, Inc (BKV Group) our architectural team.

Section 2

Background and Project Scope:

The Brookings County Detention Center is an approximately 11,000 square foot facility with a housing capacity of 54 inmates. The current Detention Center was built in 1975 and remodeled in 1999. The Detention Center is attached to the Sheriff's administrative office space and next to the Brookings County Courthouse, a historical structure built in 1912.

The scope of work comprises approximately 19,200 square feet of new construction and almost 4,800 square feet of renovation within the existing detention center. The project includes the construction of 84 adult inmate beds for general housing, temporary housing for juvenile offenders, a kitchen, rec room space and two safe rooms to house individuals in protective custody. The new facility would also include a room for family and friends to visit inmates via video visitation.

Anticipated construction cost for the Brookings County Detention Center expansion and renovation project is estimated at \$13 million to \$14 million. Pre-construction services and phases are expected to begin upon award of contract with a timeline for ground breaking anticipated in the spring of 2020. Construction duration is estimated at approximately eighteen (18) months with a completion date of November 2021. The CMAR will be required to provide a constructability review, schedule analysis and cost estimate prior to completion of the DD phase.

Section 3

Pre-Construction Services:

Schedule Development

1. The CMAR will work with the project team to develop a schedule to establish realistic dates for all phases and scopes of work. The importance of this schedule will be continually emphasized to all parties as a key element in ensuring both design and construction are in line and allow for prompt start and finish dates.
2. The schedule will include key design milestones, budget delivery dates, subcontractor bid dates, and clearly present the construction timeline(s).
3. The schedule will also identify long lead items that may require procurement prior to start of construction. These items could include major building equipment such as boilers,

chillers, air handlers, generators, switchgear, as well as materials such as steel, jail cells, specialty finishes and components.

Document Review

1. Design review meetings will be held every three to four weeks through the Design Development, and Construction Document Phases of the project.
2. During these phases, the CMAR shall develop and maintain an “Issues and Answer Log” to aid in the transfer of information among the Owner, Architect, and CMAR. The CMAR will distribute logs prior to each review meeting.
3. The CMAR will provide the architect/engineer (A/E) with continual input addressing constructability, availability of materials, and qualified trades for specialized systems, comparative cost/benefit analysis for various building systems, and transparent budget/schedule impact as specific phases of the overall design are developed.

Estimates

1. CMAR to assist County and A/E to keep project within the fixed project budget. Concurrent with all document reviews and budgeting, the CMAR shall work collaboratively to support the development of creative solutions that may reduce construction costs, reduce the scheduled completion, or provide other value to the project. Contingency budgets will need to be reflected as an individual line item.
2. CMAR to provide recommendations to the A/E and County regarding materials, building components and systems, and also evaluate building systems, components and materials for long term performance, life cycle cost analysis, and economy.
3. Throughout preconstruction the CMAR shall present comprehensive estimates based on the current design as it is developed. The estimate shall include a complete price breakdown with a detailed listing of qualifications and assumptions developed and agreed upon by the project team.
4. CMAR to provide formal review and comments, and detailed cost estimates at 50% and 100% Design Development (DD) documents including evaluating costs of alternatives.
5. CMAR to provide formal review and comments, and detailed cost estimates at 50% and at 90% Construction Documents (CD) including evaluation costs of alternatives.
6. Based on a date established in the schedule – the CMAR will present a Guaranteed Maximum Price (GMP) for the project. From that date, all future budget updates will reflect any variances to the initial GMP, reasons for any increases or decreases and options on possible solutions to any increases to the GMP.
7. All estimates will include a breakdown of all costs and be provided with all appropriate detailed back-up information.
8. CMAR should anticipate multiple bid packages from the A/E. CMAR to develop a strategy for issuing bid packages that facilitate the completion of those packages. The purpose is to utilize this bidding package strategy to gain the most advantageous issuing of documents, to minimize construction duration while allowing the bid packages to be completed efficiently.
The conceptual schedule suggests that several bid packages may be required, including: (1) footing, foundations, soil corrections (if any), security hollow metal doors, frames and hardware, and certain prefabricated building components (subject to long lead times) and

(2) site work and utilities, sub-structure, super-structure and other long lead items, and (3) remaining construction items.

Bid Phase Services:

Subcontractor/Vendor Solicitation and Prequalification

1. The CMAR will aggressively promote and generate interest of local and regional bidders and shall develop a master list of vendors and subcontractors. The list should include vendors and subcontractors for all categories of work and be presented for approval to Brookings County for review and approval.
2. The vendor list should include only qualified companies that are professionally capable of managing and performing the desired work.
3. The CMAR may be allowed to self-perform trade work but only with prior approval of Brookings County and then only if it is determined to be in the best interest of the project. The CMAR process will follow SDCL 5-18B statutes concerning construction manager at risk engagements.

Construction Phase Services:

Project Management

1. The project shall be staffed in a manner to meet the daily needs of managing a project of this size and complexity. Full time on-site field staff with similar expansion and renovation project experience will be expected to work with the subcontractors and material suppliers, as well as support county staff throughout the duration of this project.

Project Management Team

1. The CMAR shall provide competent, experienced full-time staff, including an experienced construction field superintendent and project management team to coordinate the work, maintain the progress of the subcontractors, coordinate with ongoing activities and operations, and provide overall direction to the project during the construction phase. Establish on-site organization and levels of authority to carry out the overall plans of the construction team.
2. The CMAR shall demonstrate high levels of effective, proactive project leadership.
3. The CMAR shall work cooperatively and constructively with members of the Project Team to foster positive relationships that support positive outcomes for the team members and the project.
4. The CMAR will be contractually obligated to not reassign key staff members to other projects without Brookings County's prior written consent. Brookings County will have approval rights of any and all new personnel assigned to this project.

Cost Management

1. The CMAR shall implement effective cost management control and tracking procedures to provide Brookings County with the opportunity to make such decisions as required to keep project cost within the fixed budget.
2. The CMAR shall implement and maintain cost control methods with "open book" sharing of cost information.

3. The CMAR to inform Brookings County of pending cost issues within five (5) business days of identifying potential issues.
4. The CMAR shall implement and maintain a current log of pending cost issues impacting the final cost of the project and review no less than monthly with Brookings County.
5. The CMAR shall provide drawdown and cash flow projections for the project during construction and update as necessary.
6. The CMAR shall work with Brookings County and A/E to develop and implement a change management process for the project.

Procurement

1. The CMAR shall manage bidding process, evaluate proposals, and interview key subcontractors (along with the A/E and Brookings County). Project team to utilize, by mutual agreement, any of the following methods for awarding contracts to subcontractors for portions of the work: competitive bid, best value, and negotiated terms. For those subcontracts to be awarded on a competitive bid or best value basis, CMAR to obtain a minimum of three (3) competitive bids for each sub-trade category unless otherwise authorized by Brookings County, and shall interview at a minimum two (2) bidders with the project team. CMAR to provide a written award recommendation to Brookings County.
2. If the Construction Manager desires to self-perform portions of the work, the construction manager must follow the competitive bid requirements with respect to those portions of the work. Following Brookings County's approval of recommendation, CMAR to award and administer all subcontracts and material purchases.
3. The CMAR shall provide a performance bond and payment bond for the complete construction of the project (i.e. a penal amount of 100% of the GMP) per the State of South Dakota, Contractor's Bond for Public Buildings.
4. The CMAR is the primary signatory and administrator of all construction subcontractor contracts.

Coordination Meetings

1. During design phases, the CMAR shall participate in county meetings with the Architect and Owner. The CMAR will review open issues, work schedule, and resolving pending or upcoming issues.
2. During construction, the CMAR shall conduct weekly job site meetings that include appropriate subcontractors, County representatives, and A/E representatives to review open issues, schedule work, and resolve pending or upcoming issues. The CMAR shall prepare a written agenda in advance of each meeting. The CMAR shall maintain a list of action items with identification of responsible party and due dates for each of item. The CMAR will distribute written meeting minutes and action item lists within 48 hours of each meeting.

Schedule Management

1. The CMAR shall prepare and manage a logic-based project schedule indicating key milestone events, dates and responsibilities. The Project Schedule shall include design efforts, preconstruction activities, procurement of goods and construction activities. The CMAR shall provide regular monitoring of the actual progress versus the scheduled

progress, identify any variances and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.

2. The CMAR will determine the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. The CMAR shall report the status no less than weekly in regular weekly coordination meetings.
3. The CMAR shall prepare a short-term (3- to 4-week look-ahead) schedule on a weekly basis.
4. The CMAR shall coordinate County-purchased and/or third party provided furniture, fixtures, and equipment with construction of the project.

Project Reporting

1. The CMAR shall prepare a monthly report with each progress billing that details a project work status report, buy-out to schedule of value analysis, contingency status, schedule status and project progress commentary with applicable job-site photos. The CMAR shall provide other formal communications as requested by County.

Quality Management

1. The CMAR shall complete a quality/coordination/constructability review of each bid package prior to issuing bid documents to subcontractors.
2. The CMAR shall complete construction of the work in strict accordance with the quality requirements established by the contract documents.
3. The CMAR shall cooperate and coordinate with testing and inspection service agencies. All testing and independent inspection services required will be secured and paid for by County. The CMAR or the subcontractor shall be responsible for the cost of excessive additional testing due to failed tests.
4. The CMAR shall develop an initial CMAR punch list for subcontractors prior to the formal punch list issued by the A/E. The CMAR shall ensure completion of their initial punch list prior to the A/E's punch list walk thru.
5. The CMAR shall work cooperatively with the project team to develop and implement an effective commissioning plan.
6. The CMAR will assist the County in issuing proposals for a commissioning agent.

Safety

1. The CMAR shall implement a formal project safety plan.

Project Closeout

1. The CMAR shall timely submit operation/maintenance manuals completed punch lists, coordination of training, submission of as-built field documents, BIM model and financial close-out of the project. The CMAR shall actively support and participate in commissioning activities.

Other

1. The CMAR shall assist County in working with various governing authorities as requested.
2. The CMAR shall work with the project team to develop a project communication system that is effective for the participants and meets the schedule requirements of the project.

3. The CMAR shall work cooperatively with the project team to develop and implement a work plan for meeting the project's energy efficiency goals.

Insurance Requirements

The CMAR awarded this contract shall maintain in force during the duration of the agreement insurance as follows:

1. General Insurance – The CMAR shall maintain in force for the duration of the agreement.
 - a. Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1.5 million per occurrence and \$3 million in the aggregate.
 - b. Automobile liability (owned, non-owned, and hired) insurance with limits not less than \$1 million per occurrence shall be maintained utilizing a firm licensed to do business in the State of South Dakota.
 - c. Brookings County, its officials, employees, servants and agents will be named as additional insured as respect to the work or services performed under this agreement. This will apply to both work in progress and completed operations.
 - d. This insurance shall be primary and shall be paid and applied first in its entirety to any application of insurance the County may carry on its own.
2. Professional Liability – The CMAR shall maintain in force during the duration of the agreement (and, if it is a claim made policy, for a year following completion of the project).
 - a. Professional Liability policy with limits of not less than \$4 million utilizing a firm licensed to do business in the State of South Dakota.
 - b. Brookings County, its officials, employees, servants and agents will be named as additional insured as respect to the work or services performed under this agreement. This will apply to both work in progress and completed operations.
3. Workers' Compensation – The CMAR shall provide and maintain Worker's Compensation coverage for its employees, as required by applicable Workers' Compensation laws.
4. Builders Risk – The County will carry the Builder's Risk Insurance.

Section 4

Submission Requirements and Content:

Submittal Packages: Please submit your proposal response in two packages.

The intent of this request is to establish a process that will encourage candidate firms to assign top talent to this project. The County will evaluate the initial proposals, and select a short list of firms to interview, after which it will make a preliminary selection based upon the skillsets, experience, and the professional backgrounds of the proposed team members submitted in

Part 1 and the interviews. After the preliminary selection is made, the County will open Part 2 to evaluate if the tentatively selected firm is providing the best value relative to the other candidates.

Package No. 1: Services Proposal

Letter of Interest - Include a letter of interest listing the name and address of the firm and project contact person, telephone number and email address.

Tab 1. Provide a profile of your firm including:

- the ownership
- annual revenue
- percent of annual revenue from jail projects
- financial standing
- bonding capacity
- safety record
- availability to project locale

Tab 2. Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, record of change orders and associated impacts to project cost, and contract administration. This information should be included with a minimum of 3 and a maximum of 5 past projects, each of which should include client/owner's rep contact information that could be used for confirmation of past history and serve as references.

Tab 3. Resources available to perform the work, including any specialized services, within the specified time limits for the project. Include resumes of all personnel, including sub-consultants who will be assigned to this project for the entire duration. Include information about the history of these team members in working together.

Tab 4. List of jail projects completed, size, year bid, year completed, budget amount, bid amount and final construction amount.

Tab 5. Methodology for and past history of meeting a fixed budget which includes all disciplines (Electrical, Mechanical, Plumbing, etc). History and success of guaranteeing GMP and Pre-Construction Phase. Proposed project management techniques, including technical tools to be employed for project information management, client engagement/accountability.

Tab 6. Ability and proven history in handling special project constraints, including but not limited to: historic contexts, coordination of specialty consultants/subcontractors, etc. Demonstration of familiarity with project locale – including site-specific constraints and impacts to staging, safety, and logistics of constructability.

Packet No. 2:

Cost proposal CMAR Fee and General Conditions information shall not be included in the proposal. This package shall be delivered to Brookings County at the interview in a

sealed envelope labeled “CMAR Fee and General Conditions” along with your company name. The proposed CMAR proposal shall be itemized and include all CMAR project costs.

Section 5

Submission Instructions:

1. Interested applicants shall submit one (1) hard copy of the proposal and one (1) digital copy to the attention and address noted below:

Mail or deliver to: Brookings County Commission Office
Attn: Stacy Steffensen, Commission Dept.
Director
520 3rd Street, Suite 210
Brookings, SD 57006

2. To be considered, proposals must be received by Thursday, June 6, 2019 at 4:00 PM CST. Respondents assume the risk regarding the method of submission and Brookings County assumes no responsibility for delays caused by any delivery service. Respondent’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected.

3. Questions about this RFP can be addressed by contacting the individual noted below by email or phone:

Stacy Steffensen
Brookings County Commission Dept. Director
(605) 696-8205
ssteffensen@brookingscountysd.gov

A mandatory pre-proposal meeting will be held on Thursday, May 23, 2019 at 1:30 PM CST at the Brookings County Sheriff’s Office, 315 7th Avenue, Brookings, SD. The deadline for questions regarding the RFP shall be Thursday, May 30, 2019 at 4:00 PM CST.

Section 6

Selection and Short List Criteria:

Upon receipt of the proposals, the Brookings County Commission shall determine if each submission meets the requirements of this CMAR RFP. From those proposals which meet the requirements, the Commission will select a short list of no more than five (5) firms whose proposals are deemed most qualified. Those firms will be invited to participate in an interview.

The order of the interviews will be determined by the Commission. The interview will consist of up to a thirty (30) minute presentation by the applicant and a thirty (30) minute question and answer session. Only personnel who have an active key role in the project should participate in the interview.

Upon conclusion of the interviews – Brookings County will enter into negotiations with the selected firm. If an acceptable fee structure cannot be achieved, the owner will move to the second firm and so on until an agreement is reached.

Once an agreement is reached with the selected firm, written notice will be provided to the other firms who were not accepted.

Section 7

General Provisions:

1. This RFP will be posted on the Brookings County website at www.brookingscountysd.gov.
2. Brookings County shall not be responsible for any costs associated with preparation of the proposal.
3. Respondents shall be entitled to submit amendments or addendums to their proposal up to the deadline date. Respondents are further entitled to withdraw their proposal prior to the deadline date.
4. To the extent permitted by South Dakota law, proposals will be kept confidential and available only to agents of Brookings County.
5. Issuance of this RFP does not, by itself, obligate Brookings County to make a selection. Brookings County has the right to reject any and all proposals.
6. Brookings County will not be responsible for any travel or per diem costs incurred by the respondent.
7. If it is in the best interest of this project, Brookings County has a strong preference to include local vendors within the CMAR process.
8. Respondents must disclose any instances where the firm or any individuals working on the proposal, or subsequent documents, may have a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by Brookings County). Brookings County reserves the right to reject the submission if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the respondent's proposal.
9. This RFP will be superseded by the Owner/CMAR Agreement and its related contract document.