

RFP# 24-17

Request for Qualifications and Proposals

To provide

Construction Management at Risk Services

To the

Houston County Board of Commissioners

200 Carl Vinson Parkway

Warner Robins Georgia 31088

For

Modifications

To the

Houston County Superior Courthouse

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Attachment A – Construction Management Fee Proposal Form

I. Request for Proposals

The **Houston County Board of Commissioners** is requesting submittals from qualified construction management firms for the projects listed below in Article II. If your firm is experienced in similar type and size projects, you are requested to submit your qualifications for consideration and an opportunity to submit a fee proposal for construction management service for the project.

The Houston County Board of Commissioners shall have the right to terminate the relationship with the construction management firm at any time with or without cause.

The Houston County Board of Commissioners intends to select the construction management firm that in its sole discretion best meets the needs of the owner. The Houston County Board of Commissioners reserves the right to reject any or all proposals and waive technicalities.

The Houston County Board of Commissioners is not liable for any cost incurred by any person or firm responding to this Request for Proposal.

Proposers agree to waive any claims they have or may have against the Houston County Board of Commissioners, employees, agents, members, representatives, and legal counsel:

1. Arising out of or in connection with the administration, evaluation, recommendation, or selection of any proposal.
2. Waiver of any representations under the proposal or documents.
3. Accept or reject any proposal and award of contract.

II. Project Overview

The **Houston County Board of Commissioners** is responsible for the construction of the following projects located at: **Houston County Superior Courthouse**
201 Perry Parkway
Perry, GA 31069

Modifications to the Houston County Superior Courthouse

The projects will include building construction, selective demolition, renovation/modification of existing facilities. Loose equipment, furnishings, appliances, and selected kitchen equipment are to be furnished and installed under separate contracts by **Houston County Board of Commissioners**. Final scope of work to be determined by **Houston County Board of Commissioners** once successful CM is on board and has completed pre-construction services.

A. Building Program

The project will be designed and constructed to a level of quality and timeliness that reflects the long-term use of a municipal owned facility.

Intent is to renovate approximately 4000 SF with some door and wall modifications to create a new office suite. See attached proposed plan.

B. Project Delivery Method

The design/construction team will have to expedite the completion of the projects while maintaining high levels of design, quality, and cost control. Design is underway and the successful Construction Manager (CM) at Risk will come on board during the design development phase. The design and construction of the projects will be coordinated to permit construction to begin prior to the completion of final contract documents for the total scope of work. Final contract documents will be available for each construction package prior to commencement of the work for that package.

C. Project Schedule

The Architect (A/E) has prepared a Preliminary Total Project Schedule that targets **November 2024** for substantial completion of the scope of work. The CM will be responsible for reviewing and incorporating milestones shown in the Preliminary Total Project Schedule into his own Total Project Schedule.

Project will require after hours and weekend work as building will remain occupied and operational during construction.

D. Construction Budget

The preliminary construction budget of the scope of work is **\$750,000**. Final project SCL to be determined by **Houston County Board of Commissioners** at the completion of pre-construction services by the successful CM.

E. Form of Agreement

The agreement between the Owner and the CM at Risk will be a form of agreement where the basis of payment is the cost of the work plus a fee which will be converted to a Guaranteed Maximum Price (GMP). Initially, the basis of the contract will be the CMs at Risk fixed prices for Pre-Construction Services. A GMP Amendment prior to the bidding of trade packages will be incorporated into the contract. The Project will be “open book” with all savings, including unused contingency, returned to the Owner. Prior to interviews if given, firms being short-listed may receive upon request the intended form of agreement to be used by the Owner.

III. Scope of Services

The Construction Management at Risk services shall include a Pre-Construction Design Phase and a Construction Phase. The CM will provide comprehensive administration and management of all aspects of the construction of the project and will work in concert with the A/E towards the successful completion of the project on schedule, at or less than budgeted costs, meeting or exceeding standards stipulated by the construction documents, and in adherence with standards required by local authorities and other agencies having jurisdiction.

The CM, either through in-house staff or outside consultant/contractors, will serve as a construction manager/contractor or provide all construction services and activities necessary for the design, construction, and occupancy of the project.

The services described in this Request are representative of the services required but do not constitute a comprehensive specification. A comprehensive specification of the Scope of Services required is contained in the proposed Construction Management Agreement that will be issued to all short-listed respondents.

A. Construction Management Services to be provided:

1. Pre-Construction Design Phase Services

Pre-Construction Design Phase Services shall include, but may not be limited to the following:

- Validate preliminary construction budget regarding the approved program.
- Participate in design team meetings and presentations as required to facilitate the design process.
- Evaluate the design during development, providing analysis of alternate construction methods and materials for potential quality, cost, and schedule enhancements.
- Evaluate construction documents for constructability, maintainability, potential problems, errors, and compliance with the construction budget.
- Document design and document evaluation process.

- Develop a design and construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stipulated construction budget.
- Provide cost estimating, cost management, value analysis, value engineering and peer review.
- Provide cost estimating for alternative means, methods, materials or configurations of the design, construction within specific trades, specific systems, and individual construction packages.
- Develop construction budget to be maintained throughout design and construction.
- Develop a GMP upon substantial completion of the documents.

2. Bidding and Award Phase Services

Any costs associated with Bidding and Award Phase Services should be included in the Respondent's proposals for Pre-Construction Services or General Conditions. Bidding and Award Phase Services shall include, but may not be limited to the following:

- Provide input on division of construction activities into separate bid packages.
- Pre-qualification of potential contractors and vendors.
- Provide a provisional construction schedule (CPM) for issuance with bid packages.
- Develop bidding requirements necessary to assure time, cost, and quality control during construction.
- Advertise and distribute bidding documents.
- Schedule and conduct pre-bid conferences in conjunction with the Architect.
- Monitor bidder activity to insure adequate contractor and vendor participation.
- Receive and analyze bids for presentation to the project team.
- Verify adherence of bids with construction budget.
- Contract with successful bidders for construction.

3. Construction Phase Services

Construction Phase Services shall include, but may not be limited to the following:

- Develop requirements for safety, quality assurance, and schedule adherence.
- Maintain on-site staff for construction management.
- Maintain a system for tracking the timely submittal, review, and approval of shop drawings.
- Coordinate, conduct and document regular construction meetings.
- Prepare and submit change order documentation for approval of the Architect and the Owner.
- Maintain on-site records and submit progress reports to Architect and the Owner.
- Maintain quality control and ensure conformity to contract documents.
- Administration of the construction contract and reconciliation with construction budget.
- Develop and maintain a detailed design and construction schedule (CPM) indicating methods and sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
- Documentation of activities associated with the administration, management, and construction of the project.
- Monthly certification of all work in place and approval of all contractor and vendor payment requests.
- Develop record documents for presentation to the Owner upon project completion including as-built drawings.
- Provide enhanced project documentation of the construction (photographic history).
- Develop and maintain contingency log.

4. Warranty Phase Services

Warranty Phase Services shall include, but may not be limited to the following:

- Resolution of remaining "punch-list" items.
- Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and the Owner's final acceptance.
- Monitor, coordinate and resolve all warranty complaints to the satisfaction of the Owner during the one-year general warranty period.

B. Architect/Engineer Services

The Owner has contracted with SP Design Group Architects and Engineers, Inc. to provide Architect/Engineer Services for this project. The A/E shall retain all normal architectural responsibilities for professional design, cost control, schedule and quality assurance including normal construction administration services.

IV. Submittal Format and Requirements

A. Instructions

Proposals will be received until **3:00 p.m., May 1, 2024**, at the following locations.

Any questions regarding this Request shall be submitted in writing to the Architect at the address listed below or email. Architect will respond to any respondent's questions received within four calendar days of the submittal due date.

Four (4) copies shall be sent directly to:

Michael Phillips, Facilities Superintendent
2018 Kings Chapel Rd
Perry, GA 31069

One (1) Digital Copy sent directly to:

SP Design Group Architects and Engineers, Inc.
Attention: Rodney W. Wilson
rww@spdesigngrp.com
P.O. Box 6254 (31208)
5191 Columbus Road
Macon, GA 31206

It is the sole responsibility of the respondents to assure delivery to the appropriate party. The owner cannot accept responsibility for incorrect delivery, regardless of reason. No submittals will be accepted after the time stipulated above. Qualification's submittal will not be accepted via facsimile.

The respondents judged to be most qualified based on the information provided in the Proposal submittal may be asked to submit more detailed information concerning their experience and abilities and may be asked to attend an interview with a selection committee.

Any questions regarding this Request shall be submitted in writing to the Architect at the address listed in Section IV.A. The Architect will respond in writing to all Respondents. Architect will respond to any Respondent's questions received within four (4) calendar days of the interview date.

Include the Fee Proposal Form (Attachment A) in your proposal submittal. Respondents should deliver four (4) original copies of their Proposal.

It is the responsibility of the respondents to examine the entire Request, seek clarification in writing, and review their proposals for accuracy before submitting a response. Once the deadline has passed, all submittals will be final. The Owner will not request clarification from any individual respondent relative to their submittal but reserves the right to ask for additional information from all parties that have submitted proposals.

Any proposals submitted shall remain valid for six months after the proposal due date or until the Owner executes a contract, whichever is sooner. In the event the selected respondent fails to perform and/or the contract is

terminated within forty-five days of its initiation, the Owner may request the respondent submitting the next acceptable proposal to honor its proposal. Selection shall not be based solely upon the fee proposal; however, the fee and general conditions shall be a significant factor in the final selection.

B. Proposal Format and Requirements

Respondents must submit evidence of their abilities and provide complete, thorough, and comprehensive responses for each of the following components of this section to be considered. Respondents are required to follow the outline below in their response. Responses should be concise, clear, and relevant. Photos or other graphics may be used to better convey the respondent's qualifications. Submittals must be on standard 8.5x11" paper with pages numbered. A table of contents, with corresponding tabs should be included to identify each section. Response may include such other information and details to support the firm's qualifications to perform this work.

- 1. Description of Firm** - Describe the history and growth of your firm as succinctly as possible. Describe any litigation experience with Owners, Architects or Sub-contractors. List any active or pending litigation and explain. Has the firm been involved in any litigation in the past five years? List at least five Architect and Owner references for projects that your firm has completed in the past three years that required intensive pre-construction services. Briefly describe the projects and list the company, contact person, and phone number. List five major trade contractor references (company, contact and phone number). Provide a company organizational chart.
- 2. Experience** – Provide for each of the examples of your experience as CM at Risk in constructing facilities similar to this project with occupied facilities which were included in your Qualifications submittal the following information: provide photographs, provide an Owner, Architect and Program Manager (if applicable) reference familiar with your performance on the project. Please verify before submitting that all reference information is current. List the individual who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator. Please note whether these individuals are still employed with your firm. Include the total percentage of change orders (both construction and owner enhancements) and performance relative to the initial project schedule. For each project, provide the name of an owner's representative (with a current phone number) who is familiar with your performance on the project. Provide any additional relevant information.
- 3. Project Team** - Provide qualifications and experience of the following key personnel that you are proposing for this project: principal of the CM at Risk firm in charge, senior project manager, project manager, major consultants, cost estimating staff, construction superintendent, project engineer, etc. Include resumes of key personnel for both pre-construction and construction services. Highlight professional qualifications and relevant individual experience. Provide at least two references for the top three (3) key personnel at each service phase.

Submit detailed resume' of proposed Site Construction Superintendent.

Substitutions of key team members will not be allowed without written permission of the Owner. Replacements will also have to be approved by the Owner.

- 4. Pre-Construction Management Plan** - Describe your firm's proposed organization for the pre-construction management team including principals, project managers, superintendents, cost estimators, etc. who will manage the process. Identify the individual who will be the leader of your pre-construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. Describe your firm's approach to pre-construction services. How does your firm implement cost control and scheduling activities during pre-construction? Describe the level of documentation necessary to obtain a GMP for this project. Describe any of your firm's policies or recommendations for bonding sub-contractors. Describe how your firm intends to arrange the construction into bid packages to reach the proposed schedule and budget objectives. Describe how your firm would encourage participation by local contractors and vendors.

5. **Construction Management Plan** - Describe your firm's proposed organization for the construction management team including principals, project managers, superintendents, cost estimators, etc. who will manage the project. Identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. This individual's competence, leadership, and ability to achieve customer satisfaction will be heavily considered in the selection of a CM at Risk.

Describe your firm's approach to quality assurance and any quality assurance programs currently in place. Describe your firm's cost control systems during construction.

What type of procedures could your firm implement to insure the prompt and expeditious completion of the punch list and other project closeout activities?

Bid packages are to be advertised and opening and evaluation of the bids shall be a joint effort with the owner's representative(s).

6. **Schedule** – Respond to the Preliminary Total Project Schedule (See II.C); specifically, regarding the proposed duration of construction. Describe your general approach to the schedule for this project. Describe your firm's scheduling systems and how your firm intends to manage the pre-construction and construction schedules. Describe alternatives that may be explored to shorten the proposed schedule.
7. **Local Participation Plan** – Give a complete description of how your company intends to consider local sub-contractors and suppliers in your scope of work.
8. **References** – Provide 5 references of similar type & size projects, along with owners contact information.
9. **Financial** - Supply the firm's latest financial statement (audited statement if available); one copy only in a separate sealed envelope. The respondent must provide a statement from their bonding corporate surety certifying their bonding capacity for a project with an estimated construction cost of approximately \$1,000,000. List the contact persons, addresses and phone numbers for the firm's bonding company and agent. List the bond rate for this project.
10. **Safety Information** - Provide a letter on the firm's insurance company's letterhead stating the Workers Compensation Experience Modification Rate (EMR) for the past three (3) years. Provide proof of a current Builder's Risk Insurance Policy.
11. **Fee Proposals** - Use the attached Construction Management Fee Proposal Form (Attachment A) to submit fee proposals for the following:
 - Pre-Construction Services – Submit a Fixed Fee (lump sum dollar value) for Pre-Construction Services as defined in section III of this Request. Fixed Fee shall include overhead and profit for Pre-Construction Services.
 - Fee Proposal – Submit a Fee Percentage (% of construction costs not including Pre-Construction costs) for Construction Manager's general conditions, overhead and profit.

V. Evaluation, Selection and Award

A. General CM Selection Process

The Houston County Board of Commissioners will generally follow the requirements of Georgia Code Title 36, with respect to the selection of a Construction Manager at Risk for the proposed project.

The selection of a Construction Management firm will be by a Selection Committee will be appointed by the Houston County Board of Commissioners. The Selection Committee will receive and review proposals in response

to this Request. Proposals will be evaluated against a set of criteria combining qualifications and fee to determine the final selection of a Construction Management firm. The Houston County Board of Commissioners **may or may not request** an interview with selected firms.

At the conclusion of the interviews, IF CONDUCTED, the Owner will negotiate a contract with the highest ranked firm for Pre-Construction Services and a Fee percentage. If negotiations are not successful, the owner will then negotiate with the second-ranked respondent, and so on.

The services being sought under this Request are professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the respondents that will result in an award that is in the best interest of the Owner.

B. Proposal Evaluation Criteria

1. Experience/Project Team	25 points
2. Pre-construction Management Plan/ Construction Management Plan/Schedule	25 points
3. Local participation Plan	15 points
4. References/Financial	15 points
5. Fee Structure & General Conditions Cost	20 points

VI. Additional Conditions

The Owner reserves the right to reject any or all Proposals received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the Respondent. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

The Owner assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposals. Costs incurred in responding to the request for qualifications are the Respondents' alone and the Owner does not accept liability for any such costs.

Equal Employment Opportunity: During the performance of this Contract, the Construction Manager agrees as follows: The CM will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. CM must have a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the work force of the firm, or procurement services in connection with this project.

The Owner does not desire to enter into "joint-venture" agreements with multiple Construction Management firms. In the event two or more firms desire to "joint-venture", it is strongly recommended that one incorporated firm become Construction Management firm with the remaining firms being consultants.

Attachment A

Respondent: _____

Construction Management at Risk Fee Proposal Form *(Submit in a sealed envelope)*

Pre-Construction Services

For professional consulting services prior to construction commencement, providing cost estimating services, scheduling services, value engineering constructability and related services described in this Request. The fixed fee for Pre-Construction services is inclusive of all incidental and direct expenses including, but not limited to, travel sustenance, reproduction, salaries, wages, office expenses and fees to trade contractors and vendors assisting the construction manager as defined in this Request. Should the Owner not authorize the Construction Manager to proceed with construction, the fee for Pre-Construction Services is the maximum amount the owner is liable to the Construction Manager.

Pre-Construction Services: \$ _____, (_____ dollars)

I. Construction Manager's Fee

If authorized by the Owner to proceed with construction, the Construction Manager will execute the work and be reimbursed for the actual costs as defined in the proposed Construction Management Agreement, all overhead costs / general conditions are to be included in this fee.

The fee shall be submitted as a percentage of the actual construction costs.

If the Owner and Construction Manager agree upon a Guaranteed Maximum Price, the Construction Manager's fee shall be converted to a fixed dollar amount and will include any unpaid Pre-Construction service fees.

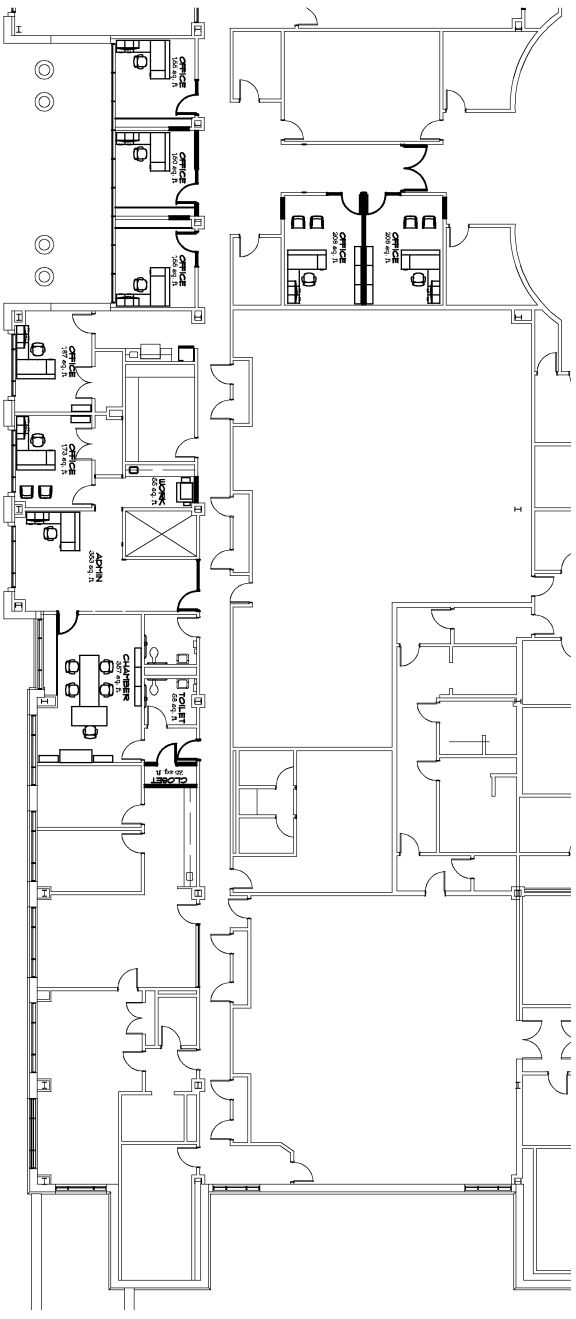
Construction Manager's Fee: _____ % (_____ percent)

Respondent: _____

Signature: _____

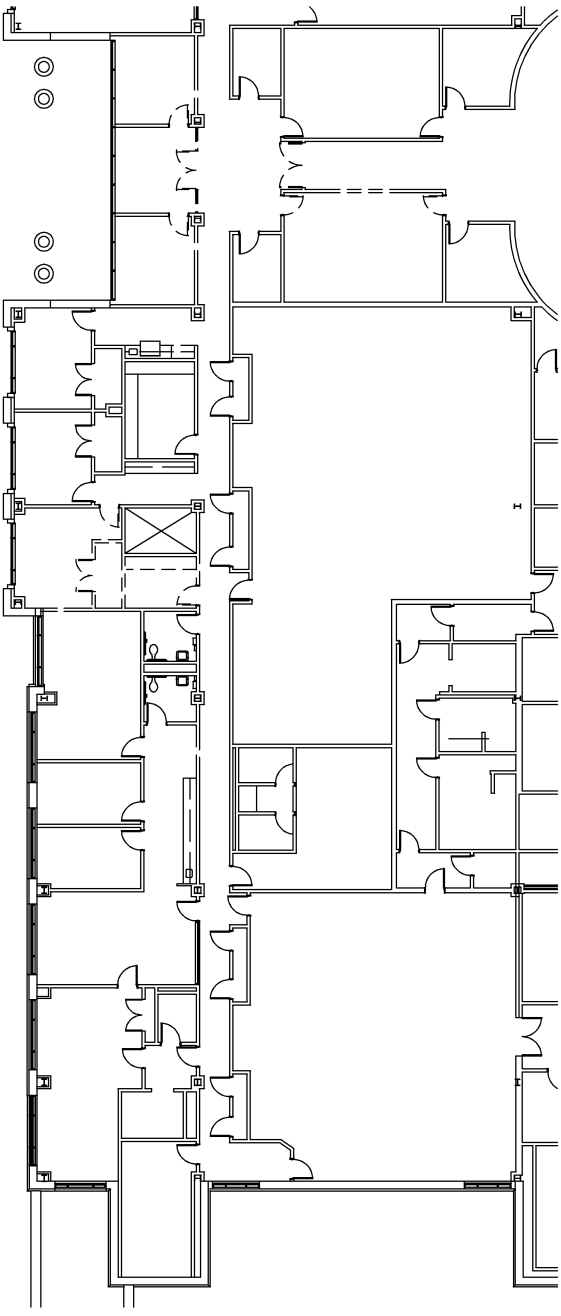
Name: _____

Title: _____



SECOND FLOOR PARTIAL PROPOSED PLAN

SCALE 1" = 30'



SECOND FLOOR PARTIAL DEMO PLAN

SCALE 1" = 30'