

REQUEST FOR PROPOSAL
FOR CONSTRUCTION MANAGEMENT AGENCY SERVICES
FOR THE
"WRIGHT COUNTY COURTS FACILITY PROJECT"
FEBRUARY 16, 2017

PART 1: PROPOSAL INFORMATION

Contact Information

Proposals and questions concerning this Request for Proposal should be addressed to:

Mr. Alan Wilczek
Wright County Facilities Services Director
10 2nd St. NW, Room 235
Buffalo, MN 55313
Alan.Wilczek@co.wright.mn.us
Phone: 763-682-7382

Key Dates

Non-Mandatory Meeting:..... Tuesday, February 28, 2017 @ 2:00 PM
Wright County Government Center
10 2nd St. NW, Room C120
Buffalo, MN 55313

Proposal Due:..... Thursday, March 7, 2017 by 2:00 PM
Wright County Government Center
10 2nd Street NW RM 235
Buffalo, MN 55313

1.0 General Information

Wright County is inviting Construction Management Agency (CMA) firms to submit a proposal to provide construction management services for a new court facility building to be constructed as a connection to the existing Wright County Jail / Law Enforcement Center facility located at 3800 Braddock Avenue NE, Buffalo, MN. Wright County has retained the architecture firm BKV Group, Minneapolis, MN, to provide all architecture and engineering for the duration of the project.

CMA firms responding to this Request for Proposal (RFP) must submit their responses in a written format as specified. Firms will be selected based upon the quality of their proposals, fee, quality of interview, and the results of reference checks. CMA teams are required to show a minimum of 10-years of experience in providing CMA services to County and City Governments with extensive experience in courthouse and / or government facilities.

2.0 Project Information

Estimated Size Estimated: 3 or 4-story building with a total of approximately
100,000 SF

Construction Budget: To be established with the County, Architect and CMA

Project Description: Wright County will be moving the following services from the existing courthouse to the new Court Facility:

- Courtrooms, Judicial Chambers and Jury Deliberation Suites
- Court Administration
- Jury Assembly
- Law Library / Self Help Center
- Security Entrance and Lobby
- Courthouse Support Space including conference rooms, breakrooms, restrooms
- County Attorney Office
- Court Services
- Minnesota Department of Corrections

Project Schedule: Schematic Design – December 2016–April 2017
Design Development: May 2017–September 2017
Construction Documents: October 2017–February 2018
Bidding and Award: March and April 2018
Construction: May 2018–September 2019

BKV Group is currently in the early stages of Schematic Design on the project.

Objective

It is expected that the CMA will take an advisory role during the design phase then change roles to that of leading the project through construction. Wright County has determined that the firm chosen to provide CMA services will be prohibited from bidding on any part of the construction of the project.

Proposed Schedule of RFP Major Tasks and Activities

Issue RFP Thursday, February 16, 2017
Informational Meeting..... Tuesday, February 28, 2017 at 2:00 PM
Questions/Clarifications Due Wednesday, March 1, 2017 by 4:30 PM
Answers Provided by Addendum..... Friday, March 3, 2017
Proposals Due Tuesday, March 7, 2017 by 2:00 PM
Shortlist Announced Tuesday, March 14, 2017
Interviews Tuesday, March 21, 2017
Committee Recommendation
County Board Meeting..... Tuesday, March 28, 2017
Notice to Proceed / Contract Signed Wednesday, March 29, 2017
Project Kick-Off Meeting..... Monday, April 3, 2017

3.0 Scope of Services

The CMA will guide, assist and represent the County during the remainder of the project planning, design, construction and occupancy. The CMA’s duties will vary as the needs of the County require, but services to be provided could include the following:

General

- A. CMA will be part of an integrated team that includes the County and the County's architect BKV Group, to assure that the goals of the County and the scope, cost, and progress of the work are properly aligned throughout the design and construction process.
- B. Act as an extension of the County's staff as the County's representative on the project.
- C. Coordination of County's consultants including but not limited to geotechnical engineering, commissioning agent, and testing agencies.
- D. Offer project design and/or coordination ideas that may result in cost savings, efficiencies, and a higher-quality facility

Pre-Construction Services

- A. Review and make recommendations for revisions or update, if necessary, of program documents, space planning documents, design documents, specifications or plans.
- B. Establish and maintain overall program budget.
- C. Implement and maintain a management information system that will monitor and control project financial information, costs, and schedule throughout the project. Share this system and reports with others.
- D. Provide Program/Construction Management project status reports to the facility staff and executive managers as may be required.
 - Verify current and project local construction market conditions
 - Develop and maintain master project schedules, contractors' detailed construction work activities and schedule, submittal schedules, occupancy schedules, etc.
 - Procure surveyors, special consultants, and testing lab services, as required, upon authorization of the County
 - Manage other consultants' contracts and payments, as needed (with the exception of the Architect's)
 - Assist with and/or provide presentations to the County Board and project Committees
 - Develop and coordinate a master safety and insurance program with contractors
 - Review, verify, and monitor all insurance and safety procedures to assure compliance with master program and County's objectives
 - Report potential budget and schedule variances, and prepare recovery plans
 - Develop and maintain a document management system for existing condition plans, construction documents, and record drawings
- E. Review plans in respect to impact on cost of construction and operations and make recommendations for appropriate design and construction strategies that would improve operational and staffing efficiencies
- F. Review and update, as necessary, design standards, prototype plans and procedures for the construction program
- G. Provide constructability analysis at appropriate intervals
- H. Provide value-engineering reviews at appropriate intervals
- I. Provide quality assurance/quality control reviews at appropriate intervals
- J. Provide cost estimating services for design and construction of proposed phases (if any) of the program
- K. Evaluate final design for budget compliance
- L. Evaluate design for construction efficiency
- M. Evaluate final design for operational efficiency
- N. Refine project schedule
- O. Manage the bid process

- P. Assist the County in distributing plans and specs
- Q. Facilitate a pre-bid meeting
- R. Answer questions
- S. Qualify and review all low bids/bidders
- T. Provide recommendation of award
- U. Develop and coordinate County's direct purchase program to generate savings by eliminating when possible, the payment of Minnesota sales tax. Incorporate program into awarded contracts to meet state requirements and to maintain warranty of materials

Construction Management and Administration Phase Services

- A. Continue with items mentioned above
- B. Manage contract preparation and execution, and issue notice to proceed as instructed by County
- C. Schedule and conduct pre-construction meetings
- D. Develop and issue a comprehensive Contractors Procedures Manual defining communications, administrative, and field construction requirements to be followed
- E. Process and sign-off on payment requests of contractors for approval and payment
- F. Administer bulk purchasing of materials, systems, and equipment for the Construction Program
- G. Identify critical long-lead items and develop strategy and schedule for purchasing such items
- H. Provide continuous on-site program/construction management throughout the construction phase
- I. Process all Change Orders
- J. Conduct weekly job site meetings along with recording and distributing meeting minutes to participants
- K. Maintain daily on-site project log and schedule report, and review logs and reports submitted by the architect/engineers and contractors
- L. Oversee quality assurance testing and inspection programs
- M. Monitor contractor and sub-contractor work performance for deficiencies and recommend any special testing needed in coordination with architect/engineers
- N. Maintain record copy of all contract documents, change orders, and other documentation on-site, and copy for transmittal to County upon project completion
- O. Manage reviews and approvals of all submittals, including shop drawings and samples, performed by architect/engineer and contractors
- P. Manage the development of punch lists and project close out, then assist in resolution of punch list items
- Q. Receive, review and administer written guarantee and warranty records for the County
- R. Assist County in performing guarantee and warranty inspections with the architects and contractors
- S. Assist County in coordinating and identifying requirements necessary to obtain Certificate of Occupancy
- T. Facilitate move-in by readying completed spaces and help coordinate furniture and equipment move-in
- U. Schedule instruction sessions by major material and equipment suppliers to orient and train County staff for operations
- V. Assist with post-construction start-up and transition to operations, including training and orientation of facility personnel, as needed
- W. Coordinate move-in and occupancy

- X. Assist County in resolution of any outstanding claims arising out of the project
- Y. Submit final Program/Construction Management project status report summarizing individual project history and conformance to schedule and budgets
- Z. Provide 11-month warranty follow-up

4.0 Insurance Requirements

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

4.1 General Insurance – CMA 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 \$2 million in the aggregate. Automobile liability (owned, non-owned, and hired) insurance with limits not less than \$1.5 million per occurrence shall be maintained utilizing a firm licensed to do business in the State of Minnesota. The County of Wright, 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.

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.

4.2 Professional Liability – CMA 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 \$2 million utilizing a firm licensed to do business in the State of Minnesota. The County of Wright, 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.

4.3 Workers' Compensation – CMA shall provide and maintain Worker's Compensation coverage for its employees, as required by applicable Workers' Compensation laws.

4.4 The CMA will be required to provide Builders Risk Insurance coverage.

4.5 CMA shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CMA in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

5.0 Additional Services

The contract may be extended upon mutual agreement to other needs within the definition of the scope of services.

6.0 Clarifications and Interpretations

If additional information is necessary to assist the CMA in interpreting the Scope of Services, questions will be accepted by Mr. Alan Wilczek, Wright County Facilities Services Director, 763-682-7382, Alan.Wilczek@co.wright.mn.us

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document on or before 4:30 PM, Wednesday, March 1, 2017. Do not wait until after the due date.

Wright County is not liable for any costs incurred by Respondents in replying to this RFP. Wright County reserves the right to accept or reject any or all responses and to waive any technicalities in any proposal or part thereof deemed to be in the best interest of the County.

PART 2: SUBMITTAL REQUIREMENTS

7.0 General Instructions

Evaluation and selection of a consultant will be based on information submitted in the proposal, references, oral presentations, references, and supplemental information.

Failure to respond to each requirement in the RFP may be the basis for rejecting a response.

The proposal shall be a maximum of 30 pages excluding cover letter, table of contents, blank dividers, and front and back covers.

Response Submissions

Electronic submission is preferred. Please submit electronic files to Mr. Alan Wilczek, Wright County Facilities Services Director, 763-682-7382, Alan.Wilczek@co.wright.mn.us. In lieu of electronic submission, the County will accept ten (10) hard copies of the response delivered by the deadline to:

Mr. Alan Wilczek, Wright County Facilities Services Director
Wright County Government Center
10 2nd St. NW, Room 235
Buffalo, MN 55313

8.0 Proposal Contents

8.1 Letter of Introduction

Provide a narrative statement of qualifications of not more than two (2) pages explaining why your firm believes it is especially qualified to undertake this project. Include, for example, specialized resources available for this work, demonstrated ability to adhere to the project timelines, any awards or recognition received by firm or individuals for similar work, special approaches or concepts developed by the firm relevant to this project. Include the name of the proposed project manager and the appropriate contact information.

8.2 Company Profile

- A. Indicate your firm's goals and objectives in relation to this project
- B. Indicate if sub-consultant(s) are proposed for this project
- C. Length of time in business and ownership history of prime and its sub-consultant(s) or joint venture partner(s)
- D. Location(s) – Location of principal office that will be responsible for implementation of this contract and location of other offices from which resources may be drawn
- E. Size, resources and capabilities of firm

- Organization structure of firm for this program (partners, associates, consultants, subcontractors and other participants)
- Services and professional disciplines provided in-house by firm
- Number of employees

F. Litigation Status

- Provide a description of all litigation against prime proposing entity for the last five years
- Describe the circumstances and outcome of each case

8.3 Experience and Ability to Perform Services

- Indicate information and experience of your firm. Describe the firm's capability of ability to provide the services requested. Include a list of the firm's recent courthouse projects in Minnesota. Include relevant information on these projects. Include the year, size and cost of the project.
- Provide a list of current contracts for courthouse / government projects in Minnesota with client name and contact information (name, title, address and phone number), client architect and contact information, construction contract cost, and construction manager firm contract cost. Provide a brief description of the project and the scope of services being provided by the construction manager.
- Indicate the proposed teams experience with Courts facilities planning and construction management for facilities in Minnesota.

8.4 Staff Experience, Qualifications and References

- Provide information regarding the individual(s) that would be involved in the project. Include a resume of the individual(s) providing these services. This shall include an explanation of training, license, certification, and experience relevant to Minnesota Courts facility projects. Indicate what services these individuals will provide.
- If not included in A. above, provide references for the individual performing these services. Any changes to CMA staff assigned to the project must be approved by the County in advance.
- Include, as a sample, a copy of an executive summary for a previous report from a similar project.

8.5 Your Proposed Service

- State your understanding of this project and your proposed services
- State other services (if any) beyond what has been requested that are included within your proposal
- Describe your communication methods for this project
- Indicate any follow-up services proposed
- Indicate your expectations of the County during the project. Provide a list of tasks outlined in this RFP that the CMA would anticipate be performed by County staff in areas such as purchasing, finance, facility management, and construction project oversight.

8.6 Proposed Cost

- A fixed fee for the entire project is requested. Provide a breakdown of the fee per phase (design/bid phase and construction phase). Include any per diem costs for on-site days during construction. Use the attached fee form. If submitting hard copies, enclose your

proposed fee in a separate, sealed envelope. Include firm name and “Cost Proposal” on the outside of the envelope. If submitting by email, include firm name and “Cost Proposal” in the file name and submit as a separate attachment.

8.7 Change Orders

Although not a part of the AIA C132-2009 edition contract, the County is interested in your firm’s philosophy on change orders due to your involvement in the pre-construction phase of the project. Describe your firm’s philosophy and procedures for change orders as they relate to the following:

- A. Owner requested changes
- B. Constructability review errors or omissions
- C. Coordination error or omissions between subcontractors
- D. Unknown conditions
- E. Delays or extensions of time

PART 3: SCOPE OF SERVICES

The Scope of Services is as outlined in AIA Document C132-2009 edition and the AIA Document A201-2007 edition unless specifically noted.

BKV Group is under contract with the County using the AIA Standard Form of Agreement Between Owner and Architect (AIA B101-2007 Edition). The Construction Manager proposal and form of agreement must be compatible to avoid conflicts in the agreements that might be cause for renegotiation of any previously approved agreements.

PART 4: EVALUATION CRITERIA

The County may conduct such other investigations as the County deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of the Respondents to perform the work.

Interviews: The County will shortlist and interview the top rated Respondents. The Respondent’s key team members will be requested to attend the interview. Only those individuals identified in the Respondent’s proposal may be allowed to attend the interview. Individuals who fail to participate in the interview may jeopardize the Respondent’s competitiveness. At the County’s discretion, substitutes or proxies may be allowed to attend the interviews.

The County will evaluate Proposals against the evaluation criteria for the degree to which each Proposal meets the criteria as follows:

Criteria	Value
Firm Location Information	Pass / Fail
Respondent’s Project Team Qualifications and Experience Experience (15 points) Workload (10 points)	25 Points
References	10 Points
Construction Management Approach Pre-Construction Phase Services (10 Points) Construction Phase Services (30 Points)	40 Points
Compensation	15 Points
Interview	10 Points
TOTAL	100 Points

PART 5: RIGHTS RESERVED

The County reserves the right to waive any irregularities in any proposal and to select the proposal evaluated to be most advantageous to the County. Further, the County reserves the right to reject or disqualify any and all proposals or to request additional information from all Respondents.

The County shall not be liable for any expensed incurred by the Respondents including but not limited to expenses associated with the preparation of the proposals.

ATTACHMENTS

- 1) AIA Document C132-2009 Edition
- 2) AIA Document A201-2007 Edition
- 3) Proposed Fee Form

PROPOSED FEE

Respondents shall submit a Fee Proposal for the following items for inclusion in the AIA C132-2009 edition Contract:

Pre-Construction Phase Services:

Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable:

Amount of, basis for, Compensation	\$
List of Reimbursable Cost Items (Expenses)	\$

Construction Phase Services:

State a Lump Sum, Percentage of Cost of the Work, or other provision for determining the Construction Manager Advisor’s Fee.

The Construction Manager’s Fee:	\$
Construction Manager’s Fee for Changes in Work:	\$
Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the work:	\$
Rental rates for Construction Manager-owned equipment shall not exceed	_____ Percent (%) of the standard rate paid at the place of the Project
Unit Prices, if any	\$