

REQUEST FOR QUALIFICATIONS FOR

New Simpsonville Municipal Complex

Construction Management at Risk (CMAR) Firm |

Project: City of Simpsonville
Municipal Complex

Owner: City of Simpsonville
118 NE Main Street
Simpsonville, SC 29681

Owner's Representative: Dianna Gracely
City Administrator
(864) 967-5404
dianna@simpsonville.com

RFQ Contact: Michael T. Pry, AIA LEED AP
DP3 Architects, Ltd.
15 South Main Street, Suite 400
Greenville, SC 29601
(864) 630-7786
mpry@dp3architects.com

Project Architect: Michael T. Pry, AIA LEED AP
DP3 Architects, Ltd.

Expected Start of Construction: March 2022

Current Construction Budget: \$13,000,000
City Hall/Police Building
Fire Department Headquarters

Mandatory Pre-Submittal Conference: 11:00 AM, Wednesday, August 25, 2021
Simpsonville City Hall, 118 NE Main Street, Simpsonville
SC 29681 (Council Chambers)

Submission Deadline: 2:00 PM, Thursday, September 16, 2021
Simpsonville City Hall, 118 NE Main Street, Simpsonville
SC 29681

INTRODUCTION AND PURPOSE

The City of Simpsonville (City) is soliciting Qualifications from interested firms for Construction Manager At Risk (CMAR) services in connection with the design and construction of a new Municipal Complex (City Hall/Police and Fire Headquarters). Persons and/or firms interested in providing the aforementioned services must prepare and submit Qualifications in accordance with the procedure and schedule in this RFQ. The City will review Qualifications only from those firms that include all of the information required to be included as described herein (in the sole judgment of the City). The City will consider Qualifications only from individuals, firms, or organizations that have demonstrated the capability and willingness to provide professional services as required by the City.

Construction Procurement Method

It is the intention of the City to select a Construction Manager/General Contractor at Risk (CMAR) to provide expertise to the Owner/Architect in pre-construction and construction phase services for this project.

The selected CMAR may self-perform no more than 20% of the construction contract cost. Also, the CMAR may not perform other work on the project either directly or through a business in which he or his architectural engineering or construction management firm has greater than a five percent interest.

The selected CMAR will serve as an integral part of the project team to provide expertise during the pre-construction phase. The services to be performed by the CM as related to pre-construction phase activities will include, but are not limited to, cost estimating and phasing, permitting/process planning and coordination of the subcontractor/vendor solicitation and pre-qualification, projection of construction cost and cash flows.

Upon completion of pre-construction services of the project, the City will have the option to amend the contract in which the scope of construction services and a construction cost for the construction phase of the project will be determined.

*See Exhibits Schematic Site Plan
Schematic Floor Plans & Elevations
AIA 133-2019 DRAFT Standard Form of Agreement Between Owner
and Construction Manager as Constructor
AIA A201-2017 General Conditions of the Contract for Construction*

CONTACTS, REGISTRATION, MANDATORY PRE-SUBMITTAL CONFERENCE, QUESTIONS, AND RFQ SCHEDULE

Contacts

Registration to reflect interest in this request and to receive updates is addressed in paragraphs below. All notices and communications relating to this project shall be directed as below:

Michael T. Pry, AIA LEED AP
DP3 Architects, Ltd.
15 South Main Street, Suite 400
Greenville, SC 29601
(864) 630-7786
mpry@dp3architects.com

Register, Obtain Request and Receive Amendments

IMPORTANT NOTE: Please contact the below individual(s) to obtain a copy of this request and to register your interest with the City. If an amendment is issued, it will only be provided to all who have registered. It is desired that all correspondence related to this RFQ be provided electronically. Please ensure that a valid e-mail address is provided in addition to other contact information. Contact the following individual(s) in electronic format, to ensure that you are registered to receive this request, amendments and other information related to this RFQ:

Michael T. Pry, AIA LEED AP
DP3 Architects, Ltd.
15 South Main Street, Suite 400
Greenville, SC 29601
(864) 630-7786
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Mandatory Pre-Submittal Conference

A Mandatory Pre-proposal Conference will be held as set forth on the foregoing RFQ Cover Sheet. Final RFQ Registration will be conducted at this conference. The completed and signed registration sheet resulting from this conference will be used to compare qualifications submittals from interested firms. Failure to not sign and register at this conference will be cause for rejection of the qualification submittal. Handouts and general project information will be reviewed at this conference by the Architect.

NOTE: Qualifications will only be accepted from those firms that have signed and registered at this Mandatory Conference.

Questions Prior to Submittal of Response

Should a Respondent have questions regarding this RFQ of any part thereof, they must request clarification in writing via electronic communication to the Architect by the calendar deadline noted in this RFQ. This request may result in the issue of a written Addendum to the RFQ. Any questions that arise must be submitted in writing via electronic mail or fax and directed to the Architect as noted in this RFQ. The interested party must confirm any telephone conversations in writing via electronic mail or fax. Questions that arise may be of a general nature or of a nature that will require a written amendment to this RFQ. If a question is already addressed in this

RFQ, the interested party will be referred to the appropriate section. All parties that have registered for this RFQ will be provided a copy of any written amendment to this RFQ. The decision as to whether or not an amendment is necessary is a decision made by the Architect.

All written questions related to the proposal submittal should be forwarded via electronic mail or fax on or before the stated deadline to allow time for a response or written amendment to this RFQ to be provided to all interested and registered parties. Questions received after this time will not be addressed.

Schedule

The RFQ and contract term and work schedule set out herein represent the Architect's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date of the response, is delayed, the rest of the schedule will be shifted accordingly. The anticipated and desired schedule of events for contract(s) resulting from this response follows:

- MANDATORY PRE-PROPOSAL CONFERENCE: 11:00 AM, Aug. 25, 2021
- DATE PROPOSAL QUESTIONS DUE: 2:00 PM, Sept. 8, 2021
- RESPONSES TO FINAL QUESTIONS PROVIDED: 12:00 PM, Sept. 13, 2021
- DATE QUALIFICATIONS DUE: 2:00 PM, Sept. 16, 2021
- COMMITTEE REVIEW AND SELECTION OF FIRMS: Week of Sept. 20, 2021
- COMMITTEE RECOMMENDATION TO COUNCIL: Sept. 28, 2021
- CITY COUNCIL APPROVAL OF FIRM: Oct. 12, 2021

SCOPE OF WORK AND SERVICES

The outline scope of services below is meant to give Firms an outline of the minimum services required for this project.

A. PHASE 1 – PRE-CONSTRUCTION SERVICES

1. SITE DESIGN

- Site Logistic Study
- Prepare construction delivery, staging and site utilization plan
- Identify critical environmental, grading and other issues that require management control
- Identify and define site and utility construction plan and sequencing
- Identify retaining wall design issues, sequence and methods of construction
- Cost Estimates and Scheduling
- Demolition /Modification of existing site improvements

2. BUILDING DESIGN

- Develop 100% Design Development cost estimate and schedule; Reconcile cost differences from Architect Estimate.

- Develop 50% Construction Document cost estimate and schedule; Reconcile cost differences from Previous Phase.
- Develop 100% Construction Documents cost estimate and schedule; Reconcile cost differences from Previous Phase.
- Develop detailed cost estimates for special systems comparison as needed.
- Develop material for public presentations; assist with presentations.
- Review Energy and Environmental Design Guidelines and prepare schedule and cost impacts.
- Research different construction materials and report findings.
- Regularly attend meetings with the Owner and Architect prior to construction and consult with the Owner and the Architect regarding site use, site improvements and selection of building materials, systems and equipment.
- Develop a provisional and final CPM schedules indicating methods and sequencing of procurement, permitting, construction and closeout of project. Include time requirements for sequences and durations, milestones dates for receipt and approval of design documents, receipt of regulatory approvals and permits, preparation and processing of shop drawings and samples, delivery schedule of materials or equipment requiring long-lead time procurement, project procurement schedule, and installation and construction completion. Include critical milestone dates for Owner procured and installed fixtures, furnishings and equipment. Provide periodic updates of project schedule for Architect's review and Owner approval.
- Develop and implement procedures for schedule adherence.
- Review plans and schedules for phased construction and make recommendations to the Owner and Architect regarding the phased issuance of the drawings and specifications prepared by the Architect to facilitate phased construction where such phasing is appropriate.
- Perform a "constructability" review of the design documents at each phase of design.
- Perform "maintainability" review of the design documents at each phase of design.
- Perform budget review of design documents during and after each phase of design.
- Provide detailed construction cost estimates, to achieve the Owner's budget (to be sorted by trade bid packages).
- Provide financial and quality analysis of different construction methods in each major trade group for potential quality, cost and schedule enhancements.
- Assist with final selection of systems and products by providing market intelligence to Architect.

3. GUARANTEED MAXIMUM PRICE

- Develop a Preliminary Guaranteed Maximum Price (GMP) document for each major GMP package at 50% construction documents that

minimizes the use of allowances or plug numbers. The project process will minimize the need for allowances or plug numbers.

- Reconcile schedule and cost with Architect and Owner against pre-established budget and schedule.
- Develop Final Guaranteed Maximum Price document.

B. PHASE 2 – CONSTRUCTION SERVICES

1. BIDDING AND CONTRACTING

- Arrange and prepare bid packages.
- Prequalify bidders for all packages.
- Develop requirements to assure time, cost and quality control during construction.
- Provide a provisional construction schedule (CPM) for issuance with bid packages.
- Identify bidders and generate bidder documents.
- Schedule and conduct pre-bid conferences in conjunction with the Architect.
- Advertise and distribute bidding documents.
- Monitor bidder activity.
- Publicly open, review and analyze bids, in conjunction with Owner and Architect.
- Update Project schedule.
- Conduct MWBE outreach program to encourage participation by minority bidders.

2. CONSTRUCTION PHASE

- Maintain on-site staff for construction management.
- Establish and maintain coordinating procedures.
- Develop and maintain a detailed cost-loaded schedule (CPM) including delivery, approvals, inspection, testing, construction and occupancy.
- Conduct and record job meetings.
- Prepare and submit change order documentation for approval of the Architect and Owner.
- Maintain a system for review and approval of shop drawings, samples and product data, to ensure compliance with drawings and specifications. Establish a review system to ensure full integration between all automated systems. (Building Automation Systems, Security, Fuel, Communication, Inventory control, etc.)
- Maintain records and submit formal progress and monthly reports to Architect and Owner.
- Manage and maintain quality control systems and ensure conformity to plans and Specifications, including Geotechnical testing as well as Special Inspections.

- Develop a system and provide cost control through periodic progress payment reviews and verifications according to the approved schedule and contract amounts.
- Develop and maintain as-built drawings for the duration of the Project.
- Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, regulatory approvals and the Owner's final acceptance.
- Coordinate and monitor the resolution of remaining "punch-list" items to the satisfaction of the Owner.
- Coordinate Systems Commissioning activities.
- Coordinate furniture, furnishings and equipment deliveries and installation prior to final acceptance.

3. PROJECT CLOSEOUT/WARRANTY

- Submit record drawings for approval of the Architect and the Owner.
- Assist in transition to occupancy.
- Receive, record and address all warranty issues.
- Resolve all warranty issues to the satisfaction of the Owner.

RESPONDENT AND PROPOSAL REQUIREMENTS

The CMAR will be selected through a qualifications-based selection process. Firms interested in providing CMAR services must submit a Statement of Qualifications (SOQ) that addresses the following issues:

A Firm, to be considered, must have a minimum of five (5) years of experience as a Construction Manager or General Contractor in providing the pre-construction and construction phase services required for this project. If a Firm is a joint venture, each joint venture party must also have a minimum of five (5) years of said experience. Construction management experience gained by key personnel proposed for this project during previous employment in providing Pre-Construction and Construction Phase Services may be considered in meeting this minimum experience requirement.

The proposal shall be signed and properly executed. The Owner reserves the right to reject either all qualifications after the opening of the qualifications but before award, or any proposal, in whole or part, when it is in the best interest of the Owner. For the same reason, the Owner reserves the right to waive any minor irregularity in a proposal.

Firms must possess all licenses required by South Carolina law, including, at a minimum, an unlimited general contractor's license in the building classification and shall submit proof of current licensing with their proposal. Preference will be shown to local firms, local being defined as having permanent established operations within the City or County Limits.

If the Firm is a joint venture firm or partnership, the Firm must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the proposal submission under the category of Project Planning - General, the Firm must identify the responsibilities of each joint venture or

partnership party with respect to the scope of services / work inclusive of the requirements for each entity based on such services as described in this RFQ document. All joint venture/partnership parties will be held responsible for the contract obligations jointly and severally.

Firms should give specific attention to the identification of those portions of their qualifications which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the Owner under South Carolina public records laws. Firms must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret as required by statute. It is NOT sufficient to preface your entire proposal with a proprietary statement.

Firms mailing Statement of Qualifications shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Statement of Qualifications or unsolicited amendments to Statement of Qualifications arriving after the due date and time will not be considered. **LATE STATEMENT OF QUALIFICATIONS CANNOT BE ACCEPTED.**

Statement of Qualifications are to be delivered to the Issuing Office, in a sealed box(es), addressed to the Owner and clearly designated as Statement of Qualifications for this RFQ. The Owner recommends against use of mail or delivery services that will not guarantee delivery directly to this office. Statement of Qualifications delivered to any other location will not be considered "received" until they arrive at the location specified above. This Owner will not waive delay in delivery resulting from need to transport a Statement of Qualifications from another location, or error or delay on the part of the carrier.

The process of evaluating submitted qualifications and forwarding a recommendation for presentations, contract negotiations or contract award for consideration by the Owner will be conducted by an evaluation team. The Committee will review all submitted qualifications for compliance with the requirements of the RFQ. All qualifications not complying with the requirements of the RFQ will be considered non-responsive and be rejected. There will be no results of any ranking that result from such evaluation.

SUBMISSION RESPONSE CONTENT AND FORMAT

RESPONSE TO THIS REQUEST FOR QUALIFICATIONS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing professional services for this project must submit one (1) unbound Original and five (5) bound copies and the qualifications must include the items specifically enumerated in section 3.2. Submission shall not be longer than 40 pages, single sided (20 pages, double sided), excluding transmittal letter, tabs and required forms.

Proposal Development

Required content of proposal:

The detailed requirements set forth in the **Submission Format** are recommended. Failure by any Firm to respond to a specific requirement may result in disqualification. The Owner reserves the right to accept or reject any or all submissions. Firms are reminded that responses will be considered exactly as submitted. Points of clarification will be solicited from Firms at the discretion of the Owner. Those

submissions determined not to be in compliance with provisions of this RFQ and the applicable law and/or regulations will not be processed.

All costs incurred by the Firm associated with RFQ preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the Respondent.

The information and proposed budget for the Firm selected for contract award will form the basis for negotiation of a contract. The Owner reserves the right to issue a contract without further negotiation using the information contained in the RFQ. Failure of a prospective Firm to accept this method of contract development will result in cancellation of the award.

Submission Format:

The submission format requirements were developed to aid Respondents in their submission development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all submissions.

The purpose of the submission is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Respondent's submission must address all the points outlined herein as required, in the following order.

1. Transmittal Letter: A transmittal letter must be submitted with a Respondent's submission which shall include:
 - a. The RFQ subject.
 - b. Name of the firm or team responding, including mailing address, e-mail address, telephone number, and name of contact person.
 - c. A brief profile of the firm, outlining its history, philosophy, and target market of the firm or team.
 - d. The name of the person or persons authorized to make representations on behalf of the Respondent, binding the firm to a contract.

2. Firm's Work History and References
 - a. List three projects of similar size, scope and complexity performed by the Respondent. Firms shall clearly indicate the type of contract under with the three similar projects (e.g. general contract, CM agency, CMAR, Design/Build, etc.)
 - 1) For each of the projects include specific details on the extent to which pre-construction and construction phase services were provided.
 - 2) For the three projects listed above, list the Guaranteed Maximum Price (if given), or if not given, the estimated cost or bid provided by you, and the total cost of the project at completion.
 - 3) For each of the three projects above where CM services were provided, compare the number of days in the original schedule with the number of days taken for actual completion.
 - 4) For each of the projects listed above, attach project owner references including name, address, telephone number, and email address of the project owner representative.
 - b. The Respondent shall include information pertaining to current workload and anticipated projects to be awarded that can affect the management of the design contract.

- c. Provide experience regarding approach and system for pre-qualification of bidders, proposed approach to GMP packages and bidding of work, evaluation and award procedures.

3. Key Personnel

- a. List of key personnel who will be assigned to the project.
 - 1) For each person listed above, list what aspects of the preconstruction or construction the person will handle. For those persons who will divide their time between pre-construction and construction phases, indicate what percentage of their time will be devoted to each phase.
 - 2) For each person listed above, list his/her experience with the firm, other prior and relevant experience with projects of similar size and scope in construction/design, and the person's location. Attach the resumes and references for each person listed.
- b. Attach project organizational chart indicating the placement of each of the persons listed above.
- c. Specialized experience, professional registrations and technical competence in the performance of projects of similar size and complexity shall be noted.

4. Understanding of Requirements and Methods to Manage

- a. Include a comprehensive narrative statement that illustrates the understanding of the overall requirements of the project and the project budget and schedule constraints.
- b. Include a narrative statement that sets out the methods they intend to employ and which illustrates how their plan will accomplish the work as required by this RFQ. This statement shall include a detailed description of the Firm's understanding of the tasks to be performed and outline they have a good understanding of the scope of work associated with this response. Include details for each section in the Scope of Work in this RFQ.
- c. Include a narrative statement that explains how the Firm proposes to interact with the design team, commissioning agent, other representatives and the Owner to achieve project budget, quality, schedule and safety goals. Explain how design activities will be managed, including any required extensions of design and show drawing completion during the construction.
- d. Include a narrative statement regarding experience with Building Information Modeling (BIM), scheduling, inspections, permitting and coordination required.
- e. Include a narrative statement regarding its subcontractor selection plan. Subcontractors will be selected based on best value to the Owner. Owner will approve selections as applicable and as it deems necessary.

5. Project Planning and Management

Provide a brief, overall description of how the project will be organized and managed, and how the representative services listed will be performed in both pre-construction and construction phases. Project planning that offers the same project managers for pre-construction and construction phases and work elements as noted below shall be given preference.

- a. Cost Control

- b. Quality Control
 - c. Environmental Protection
 - d. Safety
 - e. Superintendence
 - f. Project Approach to minimize risk and maximize value
 - g. Constructability Issues
 - h. Cost Model/Estimates
 - i. Project Tracking/Reporting
 - j. Request for Information (RFI) and Shop Drawings
 - k. Change Management
 - l. Payment Estimates and Measurement
 - m. Schedule and Staffing Plan
 - n. Subcontractor Management
6. Quality Program

Provide a narrative statement outlining capability and experience, management and documentation systems in place, and field procedures used to provide quality construction and compliance with specification requirements, including that of a multitude of subcontractors and suppliers. Provide samples / examples of your quality control program inclusive of applicable documentation for quality control meetings, inspections, specification review, shop drawings, submittals, deficiency tracking, daily and other reports utilized during construction to meet quality requirements. Sample forms and documents may be included.

7. Safety Program

- a. List your company's Experience Modification Rate (EMR) for past three years.
Present Rate
Last Year Rate
Year Before Rate
- b. Attach OSHA 300 Log for the last 3 years. Have you attached OSHA 300 Log?
Yes _____ / No _____
- c. If these rates reflect corporate performance over a number of locations, please explain, to the extent possible, the performance experience of the location service this project.
- d. List any OSHA fines to the company and note any respective jobsite fatalities in the past 3 years with an explanation.
- e. Include a narrative statement of job site safety management procedures, inspections, meetings conducted, reporting documents that are utilized during the construction. Samples of any forms or other documents necessary to outline this statement may be included.

8. Attachments (Appendix Items, Rates)

Other items, such as a copy of current insurance certificate noting available coverage amounts, copies of performance evaluations and recommendations, trade secret information, a current employee position and rate schedule, sub Firm and specialty design and construction information, equipment and diagrams, quality control documents, safety documents, etc. should be included in this section.

PROPOSAL EVALUATION CRITERIA

The Owner will evaluate proposals based on the factors outlined within this RFQ, which shall be applied to all eligible, responsive proposals in selecting the successful Firm. The Owner reserves the right to disqualify any proposal for, but not limited to, person or persons it deems as non-responsive and/or non-responsible. The Owner reserves the right to make such investigations of the qualifications of the Respondent as it deems appropriate.

Award of any proposal may be made without discussion with Firms after responses are received. The Owner reserves the right to cease contract negotiations if it is determined that the Firm cannot perform services specified in their response. Proposal evaluation criteria will be grouped into percentage factors as follows:

Category	Maximum Points
Methodology - Respondent's understanding of project and steps to achieve the goal	20
Relevant experience of firm performing CMAR services as pertains to this scope	35
Relevant experience of Key Personnel assigned to this project	35
Project Management, Quality and Safety Programs	20
Location of Firm within City or County Limits	5
Proposal Evaluation Total	105

SELECTION PROCESS

A selection committee composed of City employees shall be formed to review and evaluate the proposals. The selection committee members shall complete evaluation forms giving consideration to information provided in the proposals. The Owner shall have the right to designate a "short list" of qualified Firms based on the above initial evaluation scores. These vendors would be considered "finalists" and may then be requested to appear before the Selection Committee for oral and visual presentations as applicable. Final selection would be made subsequent to such meetings, if held.

Contract Negotiation and Award

After the firms have been notified of the selection action by the Owner and have been approved by the Commission, a representative of the Owner will discuss with the selected Construction Manager at Risk appropriate services and additional information about the project.

The Owner will request in writing a detailed fee proposal from the selected Construction Manager at Risk and will attempt to negotiate a fair and equitable fee consistent with the Project program and the professional services required for the specific Project. In the event a fee cannot be agreed upon, the Owner shall terminate the negotiations and shall repeat the notification and negotiation process with the next ranked firm on the selection list. In the event a fee cannot be agreed upon with the second-ranked firm, the process will be repeated with the third-ranked firm on the selection list. If a fee still cannot be agreed upon, the Owner shall review the history of negotiations and make appropriate determinations including program adjustments so as to lead to a negotiated contract with one of the original three firms selected. Such renegotiation with the firms shall be carried out in the original selection order, or

another list of three firms in priority order will be selected. The negotiation process will continue until a fee has been determined that is agreed to by the Owner.

Discussions and negotiations may be carried out with Firms within a competitive range, after which a Best and Final Offer (BAFO) may be requested. The Firm is not required to revise their proposal and, in such instance, their submitted proposal will be considered the BAFO. However, the Owner reserves the right to select a single proposal for negotiation and award without any discussions or request for BAFO(s) from other Responders. Subject to the Owner's right to reject any or all qualifications, the Firm will be selected whose proposal is found to be most advantageous to the Owner, based upon consideration of the criteria as set forth herein.

Following successful negotiation, the Owner, by and through the City Council as the final awarding authority shall award the Pre-Construction Services contract to authorize the Construction Manager At Risk to provide the services outlined in this Request for Qualifications and as otherwise amended or requested.

At the end of the Phase 1 - Pre-Construction Services Phase, and in accordance with the terms and conditions of this Request for Qualifications, the Construction Manager At Risk will ordinarily negotiate a contract with Guaranteed Maximum Price. Following successful negotiation, the Owner, by and through the City Council as the final awarding authority will award the Guaranteed Maximum Price contract.

The Construction Manager at Risk may also be requested to submit a fee proposal in two parts: part one will cover pre-construction services, and part two would cover construction services for the completion of the project. The entire fee may be negotiated at one time, however, the initial CM contract would only authorize payments for pre-construction services in part one. Subsequent services will be authorized in a phased engagement. The construction services fee will be a part of the GMP contract.

End of Request for Qualifications