

# Clay County Courthouse, Jail and Law Enforcement Center

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Request for Proposal (RFP) for  
Construction Manager at Risk

February 5, 2020 Revised

**Section 1: Advertisement for Proposals / General Information**

Clay County (“CC”) requests proposals for Construction Manager at Risk (“CMAR”) to provide pre-vote, preconstruction and construction services for a new courthouse, jail and law enforcement center and/or an expansion or renovation of all or a portion of the existing courthouse/safety center annex in Vermillion, SD. These services to be coordinated with an Architectural and Engineering (“A/E”) firm.

The Request for Proposal document for Construction Manager at Risk Services for the Clay County Courthouse, Jail and Law Enforcement Center is available on the County’s website at <http://www.claycountysd.org>

**1.1 Background**

CC previously retained Klein McCarthy Architects to evaluate the existing facility and provide master planning and programing services.

Report dated March 13, 2018

[https://www.dropbox.com/s/o3nqhgcfq38u49w/18\\_0308%20Clay%20County%20Courthouse%2C%20Jail%20and%20Public%20Safety%20Building%20-%20Final%20Report.pdf?dl=0](https://www.dropbox.com/s/o3nqhgcfq38u49w/18_0308%20Clay%20County%20Courthouse%2C%20Jail%20and%20Public%20Safety%20Building%20-%20Final%20Report.pdf?dl=0)

Report dated July 31, 2018

<https://www.dropbox.com/s/j7h710wqoxdvuz1/Clay%20County%20Courthouse%2C%20Jail%20%26%20Public%20Safety%20Building%20-%20Program%20%26%20MP%20Report%20-%20FINAL.pdf?dl=0>

The Board of Clay County Commissioners recognized that the needs defined in the programming study exceeded the County’s current capacity to fund the options presented in this study, therefore, CC intends to retain an AE and a CMAR to work closely together to redefine the building program, develop new conceptual options that more closely align with the other counties with similar tax base/economic demographics, develop phasing alternatives that would address the short and long term needs and prepare a presentation package for the community in preparation of a November 3, 2020 vote. It is anticipated the construction budget will fall in the \$15m to \$20m range. The specific role of the CMAR is defined below.

If the voters pass the bond referendum, the CC will likely approve the AE to proceed with schematic design and design development and the CMAR to proceed with pre-construction services which would lead to a Guaranteed Maximum Price (“GMP”).

If the CC approves the GMP, then the CC would authorize the AE to proceed with construction documents and construction administration services and authorize the CMAR to proceed with Construction Services.

CC has shortlisted AE firms, they intend to award the AE contract by Mid-February and award the CMAR contract by Early April. CMAR services to include:

- 1) Pre-Vote Services during conceptual design will extend from the time of contract award through the November 3<sup>rd</sup> vote.
- 2) Pre-Construction Services during schematic design and design development will extend from CC’s approval of bond through date of GMP.

- 3) Construction Services during construction documents and construction will extend from the date of GMP through the end of the one-year warranty. CC anticipates construction to begin Spring 2021. CC will work with CMAR and AE to refine the schedule during the Pre-Construction Services phase.

CC has retained The TEGRA Group, Inc. (“TEGRA”) as its Owner’s Representative. Dick Strassburg, a partner with TEGRA, will be the CMAR and AE team’s primary point of contact for CC.

The Board of Clay County Commissioners formed a Facility Planning Committee (“FPC”) to assist the Board of Clay County Commissioners and the City of Vermillion City Council by reviewing the study performed in 2018 by Klein McCarthy Architects, exploring the options for meeting the identified facility needs, and providing recommendations. The volunteer committee consists of seven voting members and three non-voting officials (Clay County Auditor, Clay County Sheriff, and City of Vermillion Police Chief). The FPC will make a recommendation regarding the selection of the CMAR firm to the CC Commissioners.

Based on the 2018 assessment of the existing facility, it was determined the cost to renovate would exceed the cost to build a new facility, and that a new facility would provide greater operational and staffing efficiencies than renovating the existing building. The CC Commissioners and FPC would like to evaluate any new information obtained during the pre-vote phase that could change that decision.

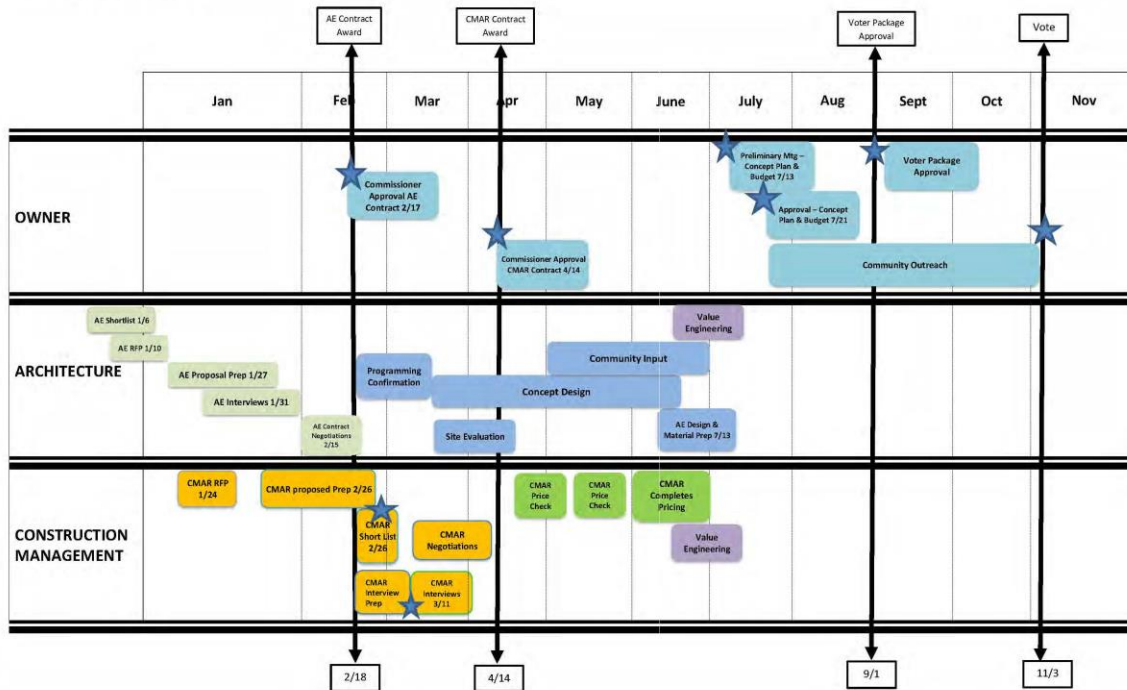
The FPC has identified three potential sites in Vermillion in the event a new facility is determined to be the best option. If this occurs, CC intends to obtain an option to purchase one of the sites prior to the vote. Preliminary due diligence would be performed during the pre-vote phase, final due diligence would be performed during pre-construction phase.

## **1.2 Preliminary Project Schedule**

The following is a preliminary schedule during the pre-vote phase.

Clay County Proposed Courthouse/Jail/Joint Law Enforcement Safety Center Projects  
Preliminary Pre-Vote Project Schedule

February 5, 2020



### 1.3 Construction Manager at Risk Selection Process

Throughout this RFP, reference to Construction Manager at Risk (“CMAR”) is assumed to include the construction manager firm and any other firms and/or personnel with which the CM firm has elected to partner for purposes of the Project. CMAR engagement will be direct between CC and the CMAR firm. CMAR team will be responsible for all communications, contracting, payment, and other matters with partner firms.

### 1.4 Selection Timeline

CMAR selection is expected to track the following schedule but may be revised if necessary.

RFP Release Date	Friday, January 24, 2020
RFP Questions Due	Friday, February 21, 2020, 4PM
RFP Questions Answered (posted on County’s website)	Monday, February 24, 2020, 4 PM
Deadline for RFP Proposal Submissions (delivered to County)	Wednesday, February 26, 2020, 2 PM
Shortlist Candidates for Interviews (anticipated date)	Monday, March 2, 2020
Interviews Conducted (anticipated date)*	Week of March 9, 2020
Anticipated Notice to Proceed (subject to County approval)	Week of April 14, 2020

\*CMAR personnel who interview must include the same key personnel who will be in charge of the Project during pre-vote services, pre-construction and construction phases. (See Section 3.2.2 below).

### 1.5 Contact / Requests for Clarification

Prospective responders may direct inquiries/questions in writing only (no oral questions will be entertained) to:

Carri Crum via email: [carri.crum@claycountysd.org](mailto:carri.crum@claycountysd.org) and

Dick Strassburg via email: [dstrassburg@tegragroup.com](mailto:dstrassburg@tegragroup.com)

All questions are due no later than **4:00 PM on Friday, February 21, 2020**. Responses to the questions will be posted on County's website at <http://www.claycountysd.org>.

The contact persons listed above are the only individuals who can be contacted about the project before proposals are submitted. Responding firms are prohibited from communicating in any other manner about this project with any other County Commissioners or County employees. Other means of communications or contact may disqualify the submitting firm.

### 1.6 Response Delivery

RFP responses must be delivered as follows no later than **2:00 PM on Wednesday, February 26, 2020**. Proposals submitted after the 2:00 PM deadline will be declined.

Three (3) printed copies and one (1) email copy including all attachments to:

Carrie Crum  
Clay County Courthouse, Jail and Law Enforcement Center Auditor's Office  
211 West Main Street, Suite 200  
Vermillion, SD 57069  
[carri.crum@claycountysd.org](mailto:carri.crum@claycountysd.org)

Two (2) printed copy and one (1) email copy including all attachments to:

Dick Strassburg  
TEGRA Group  
1600 Utica Ave S, Suite 410  
St Louis Park, MN 55416  
[dstrassburg@tegragroup.com](mailto:dstrassburg@tegragroup.com)

## **Section 2: Delivery Method and Required CMAR Services**

### **2.1 Delivery Method**

Clay County intends to enter into an open book Cost of the Work plus a Fee with Guaranteed Maximum Price (GMP) contractual arrangement with the selected CMAR for the construction work required, but will retain the option to select a different CMAR after the completion of the pre-vote or preconstruction services or utilize a different selection and/or bidding process if deemed to be in CC's best interest.

## **2.2 Required CMAR Scope of Work**

CC intends to use a modified AIA Document A133-2009 Agreement between the Owner and CMAR. An amended AIA Document A201 – 2017 General Conditions of the Contract for Construction with added supplementary conditions will also be utilized.

This RFP will be superseded by the Owner/Construction Manager Agreement and its related contract documents.

The following summary is intended to provide a general understanding of CC's expectations and is not all inclusive.

### **A. Pre-Vote CMAR Service**

The CMAR to work closely with the selected AE firm as they develop new conceptual options that more closely align with other counties with similar tax base/economic demographics. The CMAR to actively participate in the conceptual design process by performing activities such as the following:

- a. CMAR to develop conceptual cost estimates, based on the firms experience with similar facilities, for options ranging from renovating all or a portion of the existing courthouse/law enforcement center to new construction or a combination of renovation and new construction.
- b. CMAR to provide conceptual cost estimates and assist with the evaluation of three greenfield sites.
- c. CMAR to assist CC in developing a preliminary project master schedule including integration of cost estimates with AE design efforts, key County activities, preconstruction and construction activities.

### **B. Preconstruction Services and Activities**

The CMAR to actively participate in all design meetings, tours of comparable buildings, constructability reviews, periodically provide cost estimates during the design process, and ultimately develop a GMP.

More specifically, the CMAR shall provide the following preconstruction services and activities:

#### **1. Cost Management**

- a. Assist CC and AE to keep project within the fixed project budget.
- b. CMAR to provide recommendations to the AE and County regarding materials, building components and systems, and evaluate building systems, components and materials for long term performance, life cycle cost analysis, and economy.
- c. CMAR to provide cost control resources for the project team during the schematic design, design development and construction document phases of design, which includes reviewing and monitoring the development, and preparation of documents to maintain the project cost within the project budget. CMAR to notify the AE and CC of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work. Work collaboratively with CC and AE to develop alternatives to keep the project estimates within the fixed budget.
- d. Upon completion of the SD package, CMAR to provide formal review and comments of the SD documents. Following this review, the CMAR shall prepare a Schematic Phase estimate to

confirm that the scope and budget for the project are in alignment. In addition, CMAR to provide value analysis/engineering ideas in conjunction with preparation of the SD estimate.

- e. CMAR to provide formal review and comments, and cost estimates at 50% and at 100% Design Development (“DD”) documents including evaluating costs of alternatives.
- f. CMAR to provide a GMP at the conclusion of Design Development or at time that is mutually agreed upon by the CC and the FPC. GMP to include pricing of alternates as defined by the AE which will be equal to approximately 5% of the GMP.
- g. CMAR should anticipate multiple bid packages from the AE. 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 maximize local subcontractor participation, minimize construction duration while allowing the bid packages to be completed efficiently. Conceptual schedule suggests that two bid packages may be required; 1) footing, foundations, soil corrections, and certain prefabricated building components [subject to long lead times] and 2) building expansion.
- h. The project team to consider early selection of the security, mechanical and electrical subcontractors to provide design assist services to the AE. These Subcontractors shall provide pre-construction support services during the design phases, in addition to the Construction Manager’s services. If the Project does not proceed, these Subcontractors shall not be entitled to any compensation.

**2. Construction Planning and Scheduling**

- d. CMAR to work with CC and AE to develop a work plan for design activities in support of the schedule and budget for the project.
- e. During the Schematic Design (“SD”) phase, the CMAR will further develop the project master schedule including integration of AE design efforts, key County activities, preconstruction activities, procurement, construction activities, and work performed by other parties.
- f. Ongoing, the CMAR will evaluate all systems, components, and materials for constructability, economy, long-term performance for use intended and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.
- g. In addition, the CMAR will identify long lead items requiring early bid packages and recommend issue dates for same to meet required completion date.

**3. Other**

- a. Assist CC in working with various governing authorities as requested.
- b. Work with project team to develop a project communication system that is effective for the participants and meets the schedule requirements of the project.
- c. Work cooperatively with the project team to develop and implement a work plan for meeting the project’s energy efficiency goals.

**C. Construction Phase Services and Activities**

**1. Project Management Team**

- a. CMAR to 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.

- b. Demonstrate high levels of effective, proactive project leadership.
- c. 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.
- d. CMAR will be contractually obligated to not reassign key staff members to other projects without CC's prior written consent. County will have approval rights of any and all new personnel assigned to this project.

**2. Cost Management**

- a. Implement effective cost management control and tracking procedures to provide CC with the opportunity to make such decisions as required to keep project cost within the fixed budget.
- b. Implement and maintain cost control methods with "open book" sharing of cost information.
- c. CMAR to inform CC of pending cost issues within five (5) business days of identifying potential issues.
- d. Implement and maintain a current log of pending cost issues impacting the final cost of the project and review no less than monthly with CC.
- e. Provide drawdown and cash flow projections for the project during construction and update as necessary.
- f. Work with CC and AE to develop and implement a change management process for the project.

**3. Procurement**

- a. CMAR to manage bidding process, evaluate proposals, and interview key subcontractors (along with the AE and 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 CC, and shall interview at a minimum two (2) bidders with the project team. CMAR to provide a written award recommendation to CC.
- b. 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 CC's approval of recommendation, CMAR to award and administer all subcontracts and material purchases.

**4. Coordination Meetings**

- a. Conduct weekly job site meetings that include appropriate subcontractors, County representatives, and AE representative to review open issues, schedule work, and resolve pending or upcoming issues. CMAR to prepare a written agenda in advance of each meeting. CMAR to maintain a list of action items with identification of responsible party and due dates for each item. CMAR to distribute written meeting minutes and action item lists within 48 hours of each meeting.



**5. Schedule Management**

- a. CMAR to prepare and manage a logic-based project schedule indicating key milestone events, dates and responsibilities. Project Schedule to include design efforts, preconstruction activities, procurement of goods and construction activities. CMAR to 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.
- b. CMAR to determine the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Report status no less than weekly in regular weekly coordination meetings.
- c. CMAR to prepare a short-term (3 to 4-week look-ahead) schedule on a weekly basis.
- d. Coordinate County-purchased and/or third party provided furniture, fixtures, and equipment with construction of the project.

**6. Project Reporting**

- a. CMAR to 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. Provide other formal communications as requested by CC.

**7. Quality Management**

- a. CMAR to complete a quality/coordination/constructability review of each bid package prior to issuing bid documents to subcontractors.
- b. Complete construction of the work in strict accordance with the quality requirements established by the contract documents.
- c. All testing and independent inspection services required will be secured and paid for by CC. CMAR to cooperate and coordinate with testing and inspection service agencies. CMAR will be responsible for the cost of excessive additional testing due to failed tests.
- d. Develop an initial CMAR punch list to subcontractors prior to formal punch list issued by AE. CMAR to ensure completion of CMAR's initial punch list prior to AE's punch list walk thru.
- e. Work cooperatively with the project team to develop and implement an effective commissioning plan.

**8. Safety**

- a. Implement a formal project safety plan.

**9. Project Closeout**

- a. Timely submission of operation and maintenance manuals completed punch lists, coordination of training, submission of as-built field documents, BIM model and financial close-out of project. CMAR to actively support and participate in commissioning activities.

**10. Other**

- a. Assist CC in working with various governing authorities as requested.
- b. Work with project team to develop a project communication system that is effective for the participants and meets the schedule requirements of the project.
- c. Work cooperatively with the project team to develop and implement a work plan for meeting the project's energy efficiency goals.

**Section 3: RFP Evaluation Criteria and Required RFP Responses**

**3.1 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 FPC 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 Facility Planning Committee will open Part 2 to evaluate if the tentatively selected firm is providing the best value relative to the other candidates.

**3.2 Package No. 1: Services Proposal**

Your proposal and interview presentation should be a demonstration of your ability to communicate concisely and succinctly. Proposals are to be organized in the same sequence as outlined below and sections should be tabbed and clearly identifiable. **Limit proposal response to twenty (20) 8 ½" x 11" single-sided sheets, excluding section dividers, minimum font size of 11 point (excludes transmittal cover letter and CMAR Fee and General Conditions Worksheet and Questionnaire.** Failure to include requested information may have negative impact on the evaluation of the proposal. The minimum contents of a proposal are as follows:

**1. Transmittal Cover Letter**

- a. Identify all materials being forwarded collectively as a response to the RFP.
- b. Provide the name, title, address, email, and phone number of the person(s) authorized to make representations for the AE team.
- c. Signed by an individual authorized to commit the proposed team to the scope of work proposed. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

**2. Project team:**

- a. Include an organizational chart showing your proposed staff for both the preconstruction and construction phases of the project. Specifically identify project executive, project manager and on-site day-to-day project superintendent for the construction phase, the availability of each person during the term of the project and their history of working together on previous projects. Indicate experience of key team members working together on past similar projects.
- b. Provide résumés or a listing of information for each person included in the proposed project team. State the educational background of each individual, years of experience, length of employment with the firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific qualifications applicable to this project, and current work assignments and availability for this project.
- c. List other assignments the Project Manager will be handling during the period of assignment to this project.

- d. For the Project Manager, Superintendent, and other “key” staff members proposed, provide client references from three of their most recent projects and three architect/engineer references (including contact person and telephone number).
3. **Project Approach and Management Capabilities:** Provide a description of the project approach and management capabilities as it relates to the following areas.
- a. Commitment to building positive team working relationships.
  - b. Preconstruction services: Describe firm’s approach to preconstruction services. Provide an estimate of the number of total anticipated hours for the assigned personnel prior to CC’s acceptance of the GMP.
  - c. Cost management: Describe the level of detail included in the cost estimates as various phases of design.
  - d. Building Information Modeling (BIM): Describe the extent of anticipated utilization of BIM.
  - e. Change Management: Describe the change management process and reporting during construction.
  - f. Submit a preliminary overall project schedule for the key activities from the date of the notice to proceed through project construction.
  - g. Safety: Submit a description of your organization’s approach to managing safety on construction projects. Also include an overview of your company’s recent safety record, and your company’s experience modification rate (EMR) for the last three (3) years.
4. **Relevant Project Experience:** Describe a minimum of two (2), but no more than five (5), projects that are the most similar in size and scope that were constructed within the past ten (10) years. Provide information on each project that will allow the Selection Committee to evaluate your work against the selection criteria noted in this RFP. Indicate for each project the following minimum information:
- a. Name of project, location, and construction date.
  - b. Name of project manager and superintendent responsible for project.
  - c. Initial GMP versus final project cost.
  - d. Types of multi-purpose functions included in project. (For example, a building that contains court rooms, a law enforcement center and a jail has “multi-purpose” functions.)
  - e. Type of service and contractual relationship (general contractor, design build, construction manager at risk, etc.). Identify point in the design and/or construction process a construction contract was signed.
  - f. Preconstruction services provided.
  - g. Indicate the extent of commissioning, if any.
  - h. Client and architect contact information. Include phone number and email address.

Proposers may provide preprinted brochures or other literature you feel will be helpful in understanding your firm’s unique capabilities and experience. Do not include this material in the body of your proposal.

5. **Statement of financial strength/stability and insurance coverage.** Provide the following information about your firm.
  - a. Name and contact of your organization's surety, and description of bonding capability available. Additionally, provide a statement from a surety company authorized to do business in South Dakota indicating the firm(s) ability to obtain a performance and payment bond in the amount of not less than \$25 million.
  - b. Name of your insurance carriers and a description of the insurance coverage your firm could provide.
  - c. Name and contact information for your primary bank.
  
6. **Special Resources:** A description of special resources, or capabilities your organization could employ on the project which would enhance the value your organization would bring to the project.

Describe what steps your company has taken during recent years to be innovative and progressive in the development of your business, and state how these activities serve your clients.

7. **Acknowledgement and certification statements:**
  - a. Certify that your Response to RFP will remain in effect for 30 days.
  - b. Certify that all representations stated in the Response to RFP are true and accurate.
  - c. Acknowledge that all materials submitted in the Response to RFP will become property of CC.
  - d. Acknowledge that all costs associated with preparation of the Response to RFP will be the responsibility of the proposing CMAR.

### **3.3 Package No. 2: Cost Proposal**

CMAR Fee and General Conditions Worksheet and Questionnaire shall not be included in the proposal. Completion of this worksheet will be required of shortlisted firms and shall be delivered to the Technical Review Committee at the interview in a sealed envelope labeled "CMAR Worksheet and Questionnaire" along with your company name.

### **3.4 Addenda**

If any addenda are issued for this Request for Proposal, it will be posted on CC's website at: <http://www.claycountysd.org>.

## **Section 4: Evaluation Criteria**

To be considered for the shortlist selection, the firm must demonstrate the ability to provide a performance and payment bond in the amount of not less than \$25 million as described in section 3.2 paragraph 5a.

The evaluation will be conducted by the Facility Planning Committee. Upon receipt of the proposals, the Technical Review Committee will determine a shortlist of firms whose proposals are deemed to have met the following qualifications:

- A. Company background
- B. Applicable and relevant experience
- C. Team / personnel experience working together and on similar projects
- D. Project approach including working in South Dakota on CMAR projects for public sector clients.
- E. Management capabilities

The FPC will review proposals from all candidate firms. The FPC will shortlist no more than three firms and will contact these firms to finalize interview times. Interviews will be conducted in Vermillion, SD the week of March 2, 2020. All proposals will be treated as closed records until a contract award. The FPC will make a recommendation to the Board of Clay County Commissioners for their approval.

### **Section 5: Selection Criteria**

The FCP will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in making the decision to select the most qualified firm to provide services for this project. Selection criteria will be based on:

- A. Experience, qualifications, and availability of proposed team leaders (45 %)
- B. Broader team structure (5%)
- C. History of project team working together (5%)
- D. Technical work process (10%)
- E. Proposal, interview and response (10%)
- F. General Conditions and fee (25%)

Upon completion of the interviews, the firms will be ranked. CC will start negotiations of the contract with the highest-ranking firm. If an agreement for services cannot be reached with the highest ranked firm, CC will move to the second ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. CC reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal, and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

Excluding proprietary information, the proposal and the professional service contract of the CMAR awarded the contract are deemed public records and shall be available to the public upon request. In addition, CC shall maintain a "Register of Proposals for a Professional Service Contract," which shall contain the names of firms who submitted a proposal and the name of the firm who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

### **Section 6: Notice to Proposers**

- A. This RFP is not a contract and does not in any way bind CC to any obligations.
- B. CC is not responsible for costs incurred by anyone responding to the Request for Proposal.

- C.** Upon submission, all proposals become the property of CC, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
- D.** CC expressly reserves the right to amend or withdraw this RFP at any time. It further expressly reserves the right to reject any or all proposals.
- E.** CC is not bound to accept the lowest cost proposal.
- F.** Proposers are held legally responsible for their proposals and proposal budgets.
- G.** CC reserves the right to negotiate contract terms contemporaneously and/or subsequently with any number of proposers as the CC deems to be in its best interest.
- H.** CC reserves the right to negotiate any aspect of the proposal with any candidate and to negotiate with more than one candidate at the same time.
- I.** CC reserves the right to request any additional information at any stage of the RFP process.
- J.** CC reserves the right to waive any minor irregularities in the proposal request process.

**CMAR FEE**

Pre-Vote Services Fee (management staff time, overhead and profit beginning at the time of contract award and ending at the time of the vote)	\$
Preconstruction Fee (management staff time, overhead and profit beginning at the time of CC Commissioner’s approval to proceed after the vote and ending at the time of the GMP)	\$
Percentage of Cost of the Work (beginning at GMP through project completion. The percentage will be converted to fixed fee at time of GMP)	%
Please define what is included in your CMAR fee vs. Cost of Work	

**Not to Exceed CMAR Management Staff General Conditions**

Management Staff General Conditions	\$
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Based on the schedule outlined in the RFP, provide a not-to-exceed price for staff related general conditions beginning at the time of the GMP through project completion. Price to include home office staff and on-site management including all necessary staff general conditions such as benefits, bonuses, vacation time, personal time off, cell phone, mileage, per diem, relocation, etc. Price to include office trailer including copiers, furniture, computers, phones, radios, office supplies, etc. Please provide detailed buildup of your price quote.

Do NOT include project general conditions such as utilities, dumpsters, temporary toilets, safety equipment, hoisting, snow removal, periodic and final clean, etc. as they are intended to be reimbursed at actual cost without profit markup.

**Reimbursable General Condition Costs**

		Comments
Full insurance package expressed in dollars per \$1,000 of construction costs. (Include type and limits of coverage).	\$	
Performance Bond	%	

Please include 2020 equipment rental rate schedule

**Please comment on the following:**

1.	Bonding rate, total bonding line, line available, surety provider & agent (reference contact).
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<b>2.</b>	Confirmation that your firm will have General Conditions % mark-up on change orders using the General Conditions % at time of GMP
<b>3.</b>	Willingness to forgo CMAR fee on change orders within 5% of GMP?
<b>4.</b>	Labor burden rate for general conditions field labor (straight time and overtime)?
<b>5.</b>	Small tools: % of field labor.
<b>6.</b>	Equipment rental rate structure (owned & 3rd party rentals). Willingness to cap rental costs at no more than purchase price. Willingness to discount from AED rates?
<b>7.</b>	Confirmation that your firm will have an open bid/open book policy with the County on all aspects of the project including providing subcontractor buy-out costs vs. line item estimates carried in the GMP.
<b>8.</b>	Acknowledgement that your firm is willing to return buyout savings, reduce construction contingency incrementally during construction rather than at end of project.
<b>9.</b>	Recommended Contractor Contingency by Design Phase (% of construction cost).
<b>10.</b>	Recommended inflation factor to be included within GMP.
<b>11.</b>	Provide staff billing rates and equipment rental rates.