



**Request for Proposals (RFP)  
For Construction Manager at Risk (CMAR) Services for  
Rabun County Jail Addition and Sheriff's Administration Building**

The Rabun County Government (the Client) requests Proposals from Construction Management at Risk (CMAR) firms for the construction of an addition to the Rabun County Jail with a Sheriff's Administration Building. Upon completion of a review of proposals received, the Client anticipates awarding a contract for pre-construction services, and, at the Client's discretion, a subsequent contract for construction of the project.

**Purpose:**

The Client requires construction of an addition to the existing Rabun County Jail to include the following: Inmate Housing -48 beds, Medical Unit, Special Management Cells, Housing Control Tower, Future Inmate Housing Expansion (shelled in), 6,000 SF attached Sheriff's Administration Building.

The Client is considering the services of a Construction Manager at Risk (CMAR) firm to manage the construction, provide technical review during the pre-construction period, and provide cost evaluation assistance to the architectural team. The CMAR will assume responsibility for project construction cost by issuing a guaranteed maximum price (GMP). The GMP will be a contractual obligation. The CMAR will also develop an overall final project schedule, which will be a contractual obligation. In addition, the CMAR will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its established budget and schedule. The project is currently in the Schematic Design Phase. The successful CMAR will be expected to work closely with the Architect, Precision Planning, Inc. to develop final design documents and separate bid packages if required.

**Project Objectives:**

The CMAR will be responsible for pricing, value engineering, and maintainability and constructability issues. When the design documents for the project have been developed in sufficient detail, the CMAR, with the support and assistance of the Architect, will commit to a Guaranteed Maximum Price (GMP) for all construction and site development. If the Client requests multiple bid packages, construction will commence with the issuance of the first bid package while remaining bid packages are being finalized. The CMAR shall competitively select construction subcontracts and other work appropriate for competitive selection using cost and other factors. The successful CMAR may perform work with his own forces, but shall not be eligible to enter into contract or subcontract for any of the construction or other services of any nature on the project without the specific approval of the Client.

In selecting a firm, the Client will place emphasis on experience of the firm and assigned personnel in CMAR contracts for jail/correctional/public safety facilities, including detailed knowledge of the detention equipment industry. Emphasis will also be placed on firms having depth, knowledge, and resources in principles of contracting, scheduling, contract coordination and compliance, budget control, familiarity with State and local laws, ordinances and codes as demonstrated by prior experience, and strategies for encouraged participation by local companies and laborers.

**Proposal Process:**

All written Proposals shall utilize the attached forms. Electronic PDF of the completed package shall be prepared and e-mailed to Liz Hudson, AIA at Precision Planning, Inc. at [lizhudson@ppi.us](mailto:lizhudson@ppi.us). In addition, three (3) hard copies of the completed package shall be prepared and delivered in sealed envelopes to the attention of:

Mr. Darrin Giles, County Administrator  
Rabun County Government  
25 Courthouse Square, Suite 201  
Clayton, GA 30525

Receipt of all Addenda to this RFP, if any, must be acknowledged on the proposal form. All Addenda shall become part of the requirements of this RFP. Failure to acknowledge receipt of an Addendum may result in rejection of the Proposal. Any cost incurred by respondents in preparing or submitting Proposals for the project shall be the respondents' sole responsibility. It shall be the respondents' responsibility to ensure delivery of the Proposal to the receptionist's desk at the designated office by the designated time. Late Proposals will not be opened and may be returned or destroyed.

***Proposals are due no later than November 7, 2019 at 2:00pm. Late submittals will not be accepted.***

Firms are not allowed to communicate with any Client staff or elected officials regarding this procurement. Any unauthorized contact shall disqualify the firm from further consideration.

All questions regarding this project should be directed to **Liz Hudson, AIA at Precision Planning, Inc.** by e-mail at [lizhudson@ppi.us](mailto:lizhudson@ppi.us). All responses, inquiries, or correspondence relating to this RFP will become the property of the Client when received and shall be regarded as public record. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of proposals has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the Client; (3) any company financial information requested by the Client to determine vendor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

The Client reserves the right to:

1. Refuse any or all submittals received.
2. Cancel or modify this RFP at any time.
3. Reject any and all submittals or responses at any time.
4. Request further documentation or information, and to discuss an RFP submittal for any purpose in order to answer questions or to provide clarification.

### **Qualification and Submittal Requirements:**

1. Letter of Interest- A letter executed by a principal of the firm committing to the requirements specified in this Request.
2. Experience- Provide the year of the company's incorporation, and provide documentation of successful completion of construction of at least three (3) jail/correctional/public safety facility projects completed in the last ten (10) years similar to the Project under this RFP. The total cost should be at least five million dollars (\$5,000,000) per project. Please note projects which were delivered as CMAR and projects which were contracted directly with a local government entity. Client references for each project must be included with confirmed email and phone numbers.
3. Project Team- Provide an organizational chart outlining the proposed staff, including superintendent, project manager, project director, cost estimator, project executive, etc., and provide resumes highlighting relevant jail/correctional/public safety facility experience.
4. Proposed Preconstruction and Project Management Plan- Provide a summary of preconstruction activities, which staff are committed to each phase of the process, quality control programs, approach to bonding subcontractors, approach to encouraging local participation, and anticipated schedule for construction for the proposed project.
5. Financial- Provide financial information including taxes, insurance and benefits, as well as the company's latest financial statement (audited if available). Provide Bonding Agent/Surety Company "good guy letter" and document bonding capacity (performance and payment).
6. Lawsuits- List any pending or settled lawsuits or professional liability claims in which any member of the company was involved during the past ten (10) years.
7. Receipt acknowledgement of all Addenda to this RFQ (if any).
8. Completed Proposal Form, with Exhibit "A."

**Rabun County Jail Addition and Sheriff's Administration Building (The Project) Proposal Form:**

Proposing Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CMAR Fees:** Amount established by and agreed to by the County and CMAR, which is the full amount of compensation due to the CMAR as gross profit and for any and all expenses of the Project not included and identified as the Cost of the Work, provided that the CMAR performs all requirements of the Contract Documents within the time limits established.

A. Pre-Construction Fee:        \$\_\_\_\_\_ (lump sum)

B. General Conditions:        \$\_\_\_\_\_ (lump sum –see attached Exhibit "A")

C. Construction Fee:        \_\_\_\_\_% (percent of Guaranteed Maximum Price)

**Addendum Acknowledgement**

Number	Date	Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**NOTARY**

Notary#: \_\_\_\_\_

Name: \_\_\_\_\_

Expiration: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal

Attachment: Exhibit A – Rabun County Jail Addition and Sheriff's Administration Building (The Project) Maximum Allowable General Conditions

**EXHIBIT A****Rabun County Jail Addition and Sheriff's Administration Building (The Project) Maximum Allowable General Conditions**

ITEM	DURATION	UNIT COST	TOTAL COST
Project Director		\$	\$
Superintendent		\$	\$
Assistant Superintendent		\$	\$
Senior Project Manager		\$	\$
Project Manager/Project Engineer		\$	\$
Field Engineering		\$	\$
MEP/BIM Coordination		\$	\$
In-House Accounting		\$	\$
On Site Safety Engineer		\$	\$
Safety Materials Program		\$	\$
Field Office Rental, Setup and Removal		\$	\$
Storage Trailer Rental		\$	\$
Dumpsters		\$	\$
Temporary Toilets		\$	\$
Job Signs	LUMP SUM	\$	\$
Copier, Fax Machine		\$	\$
Telephone and Internet Costs and Setup		\$	\$
Ice, Cups, Water		\$	\$
Office Supplies		\$	\$
Office Furniture	LUMP SUM	\$	\$
Jobsite Computers and Technology	LUMP SUM	\$	\$
Postage and Couriers		\$	\$
Progress Photographs		\$	\$
Final Photographs	LUMP SUM	\$	\$
Plan Printing and Copying	LUMP SUM	\$	\$
Cellphones and Radios		\$	\$
Supervision Vehicles		\$	\$
Project Management Vehicles and Travel		\$	\$
Gas, Oil and Maintenance		\$	\$
Builder's Risk Insurance	LUMP SUM (based on \$5M)	\$	\$
General Liability & Umbrella Insurance	LUMP SUM (based on \$5M)	\$	\$
Payment and Performance Bond	LUMP SUM (based on \$5M)	\$	\$

**Total General Conditions Cost: \$ \_\_\_\_\_**

*Note: No direct CMAR labor may be billed as Cost of Work without prior written approval by the County.*

**General Information:**

Preliminary Construction Budget: \$5,000,000

Preliminary Construction Schedule: 12 months (does not include pre-construction)

The CMAR will be responsible for developing the detailed schedule and coordinating activities to accomplish the scheduled completion of the project.

Owner (Client)-Construction Manager at Risk Agreement:

The Construction Manager at Risk (CMAR) will be under contract to supply pre-construction services and subsequently, by change order, construction services (under the AIA A133 agreement) to complete the project and place the Owner in occupancy of the project in a “turnkey” fashion. The Owner has contracted with the Architect separately from the CMAR. Once a Guaranteed Maximum Price (GMP) is agreed upon between the Owner and the CMAR, the CMAR may be issued a change order for the amount of the GMP and will be “at risk” for project price, project schedule, and completion of all construction as set forth in the Contract Documents. The CMAR shall hold all trade contracts and trade supplier contracts.

**Selection Process for Construction Management at Risk Firm:**

- A. A Selection Committee comprised of Owner, User and Architect representatives will review all proposals received in accordance with the following criteria:
  - a. Successful experience in constructing similar facilities for public entities (30 pts.)
  - b. Successful experience with the CMAR process (15 pts.)
  - c. Qualifications of proposed project team (25 pts.)
  - d. Proposed approach, management plan and financial information (10 pts.)
  - e. Proposed fees (20 pts.) –refer to *Local Bidder Advantage Policy* below and attached
- B. The Selection Committee reserves the right to interview any and all submitting firms (10 pts.)
- C. Local Bidder Advantage Policy: Please note that Rabun County offers a 5% local bidder advantage per the attached policy. Local firms will receive points based on a 5% deduction in fees submitted, or \$50,000, whichever is less. For example, if a local firm submits a combination of fee percent (based on \$5M), general conditions, and pre-construction costs equal to \$300,000, 5% will be deducted from that fee, making it \$285,000 when comparing to other firms’ fees and calculating the 20 possible points for Proposed Fees.
- D. The Selection Committee will recommend that the Client enter into contract negotiations with the highest ranked firm. If negotiations are not successful, the Client will negotiate with the second-ranked proposer, and so on.

**RFP Schedule:**

<b>Task</b>	<b>Date</b>
Issue RFP	10-17-19
<b>Proposals Due</b>	<b>11-7-19 at 2:00pm</b>
Interview Firms	TBD
Negotiate Contract	TBD