



# Qualifications-Based Best Value Selection Method

## Request for Proposals for Construction Management at Risk Services

Issued by:

ID8 Architecture LLC on behalf of  
The Ivy Center, Brookings, SD

Request for Proposals released: August 11, 2023

Deadline for Questions: August 25, 2023

Responses due: September 1, 2023 by 5:00pm

Shortlist Notifications: Week of September 5-8, 2023

Anticipated Interview date: Week of September 11-15, 2023



## **SECTION 1**

### **Introduction and Purpose:**

The Ivy Center is using a Modified Qualifications-Based/Best Value Selection process and soliciting proposals from interested parties to provide Construction Management at Risk (CMAR) services for the construction & renovation of the The Ivy Center in Brookings, SD. These services will be delivered in a collaborative environment with The Ivy Center and ID8 Architecture, LLC, our architectural team.

Brookings Behavioral Health & Wellness (BBHW) at the Ivy Center is a non-profit community mental health center that provides outpatient mental health and substance abuse services to Brookings County. Our mission is to provide comprehensive, integrated, behavioral health services that promote personal well-being and quality of life for all.

## **SECTION 2**

### **Background and Project Scope:**

The Ivy Center is proposing an approximately 20,000 square foot project comprised of new construction and renovation of the existing structure at 211 4<sup>th</sup> Street in Brookings, SD. The project includes the construction of a new addition to the North, with a full basement, renovation of the existing, and a single-story lobby/group addition at the Southwest. The finished building will house clinical office space, large group/conference rooms, and employee lounge/breakroom, as well as other program specific spaces.

Anticipated budget for The Ivy Center building is estimated at \$4-5 million, including project soft costs. Pre-construction services and phases are expected to begin upon award of contract with timeline for ground-breaking anticipated in the Spring of 2024.

Construction duration is estimated at approximately 15-18 months with a completion date of Fall 2025, or based on the alternate schedule suggested by the CMAR.

## **SECTION 3**

### **Pre-Construction Services:**

#### Schedule Development

1. The CMAR will work with the project team to develop a schedule that establishes realistic dates for all phases and scopes of work. The importance of this schedule will be continually emphasized to all parties as the key element in ensuring both design and construction are in line and allow for prompt start and finish dates.
2. The schedule will include key design milestones, budget delivery dates, subcontractor bid dates, and clearly represent the construction timeline(s).
3. The schedule will also identify long lead items that may require procurement prior to start of construction. These items could include major building equipment such as boilers, chillers, air handlers, generators, switchgear, as well as materials such as steel, specialty finishes and components.

#### DOCUMENT REVIEW

1. Design review meetings will be held every 3-4 weeks through the Design Development and Construction Document Phases of the project.
2. During these phases, the CMAR shall develop and maintain an "Issues and Answer Log" to aid in the transfer of information among the Owner, Architect, and CMAR. The CMAR will distribute logs prior to each review meeting.
3. The CMAR will provide the architect/engineer (A/E) with continual input addressing constructability, availability of materials, qualified trades for specialized systems, comparative cost/benefit analysis for various building systems, and transparent budget/schedule impact as specific phases of the overall design are developed.

#### ESTIMATES

1. The CMAR shall assist the Owner and A/E to keep project within the fixed project budget. Concurrent with all document reviews and budgeting, the CMAR shall work collaboratively to support the development of creative solutions that may reduce construction costs, reduce the scheduled completion, or provide other value to the project. Contingency budgets will need to be reflected as an individual line item.
2. The CMAR shall provide recommendations to the A/E and the Owner regarding materials, building components and systems, and also evaluate building systems, components and materials for long term performance, life cycle cost analysis, and economy.
3. Throughout preconstruction, the CMAR shall present comprehensive estimates based on the current design as it is developed. The estimate shall include a complete price breakdown with a detailed list of qualifications and assumptions developed and agreed upon by the project team.

4. The CMAR shall provide formal review, comments, and detailed cost estimates at 50% and 100% Design Development (DD) documents including evaluating costs of alternatives.
5. The CMAR shall provide formal review and comments, and detailed cost estimates at 50% and at 90% Construction Documents (CD) including evaluation costs of alternatives.
6. Based on a date established in the schedule, the CMAR will present a Guaranteed Maximum Price (GMP) for the project. From that date, all future budget updates will reflect any variances to the initial GMP and any reasons for those increases/decreases and thoughts on possible solutions to any increases to the GMP.
7. All estimates will include a breakdown of all costs and be provided with all appropriate detailed back-up information.
8. The CMAR should anticipate multiple bid packages from the A/E team. The CMAR shall 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 minimize construction duration while allowing the bid packages to be completed efficiently.



### **BID PHASE SERVICES:**

#### Subcontractor/Vendor Solicitation and Prequalification

1. The CMAR will aggressively promote and generate interest of local and regional bidders and shall develop a master list of vendors and subcontractors. The list should include vendors and subcontractors for all categories of work and be presented for review and approval to The Ivy Center.
2. The vendor list should include only qualified companies that are professionally capable of managing and performing the desired work.
3. The CMAR may be allowed to self-perform trade work but only with prior approval of The Ivy Center and then only if it is determined to be in the best interest of the project.



## CONSTRUCTION PHASE SERVICES:

### Project Management

1. The project shall be staffed in a manner to meet the daily needs of managing a project of this size and complexity. Full time on-site field staff with similar project experience will be expected to work with the subcontractors and material suppliers, as well as support the Owners and their needs for up-to-date information throughout the duration of this project.

### Project Management Team

1. 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.
2. Demonstrate high levels of effective, proactive project leadership.
3. 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.
4. CMAR will be contractually obligated to not reassign key staff members to other projects without The Ivy Center's prior written consent. The Ivy Center will have approval rights of any and all new personnel assigned to this project.

### Cost Management

1. Implement effective cost management control and tracking procedures to provide The Ivy Center with the opportunity to make such decisions as required to keep project cost within the fixed budget.
2. Implement and maintain cost control methods with "open book" sharing of cost information.
3. CMAR to inform The Ivy Center of pending cost issues within five (5) business days of identifying potential issues.
4. Implement and maintain a current log of pending cost issues impacting the final cost of the project and review no less than monthly with The Ivy Center.
5. Provide drawdown and cash flow projections for the project during construction and update as necessary.
6. Work with Ivy Center staff and A/E team to develop and implement a change management process for the project.

### Procurement

1. CMAR to manage bidding process, evaluate proposals, and interview key subcontractors (along with the A/E and The Ivy Center). 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 The Ivy Center, and shall interview at a minimum two (2) bidders with the project team. CMAR to provide a written award recommendation to The Ivy Center.

2. 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 The Ivy Center's approval of recommendation, CMAR to award and administer all subcontracts and material purchases.
3. CMAR to discuss with the Owner the option of a performance bond and payment bond for the complete construction of the project.
4. CMAR is the primary signatory and administrator of all construction subcontractor contracts.
5. Construction surveying/staking shall be completed by the Civil Engineer of Record, and shall be outside the scope of the CMAR's services.
6. Required inspections for building systems and components based on the specifications are the responsibility of the CMAR and their subcontractors to coordinate and schedule. Any independent testing for site-related scope items must be coordinated with Civil Engineer of Record and will be contracted separately by the owner.

#### Coordination Meetings

1. During design phases, CMAR participates in project meetings with Architect and Owner. CMAR to review open issues, work schedule, and resolving pending or upcoming issues.
2. During construction, conduct regular job site meetings that include appropriate subcontractors, Owner representatives, and A/E representatives 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 of item. CMAR to distribute written meeting minutes and action item lists within 48 hours of each meeting.

#### Schedule Management

1. 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.
2. 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.
3. CMAR to prepare a short-term (3- to 4-week look-ahead) schedule on a weekly basis.

4. Coordinate Owner-purchased and/or third party provided furniture, fixtures, and equipment with construction of the project. This shall include IT/Networking, Security, and stage/lighting consultants hired by the Owner.

#### Project Reporting

1. 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.
2. Provide other formal communications as requested by the Owner. This may include visuals and/or progress photos/video to be shared to the Owner's website and/or for presentations to the community.

#### Quality Management

1. CMAR to complete a quality/coordination/constructability review of each bid package prior to issuing bid documents to subcontractors.
2. Complete construction of the work in strict accordance with the quality requirements established by the contract documents.
3. All testing and independent inspection services required will be secured and paid for by the CMAR as appropriate for key milestones, except for site-related testing and inspections that are contracted and paid for by the Owner. CMAR to coordinate with testing and inspection service agencies, including coordination with the Engineers of Record for submittal and review requirements, as specified. CMAR will be responsible for the cost of excessive additional testing due to failed tests.
4. Develop an initial CMAR punch list to subcontractors prior to formal punch list issued by A/E. CMAR to insure completion of CMAR's initial punch list prior to A/E's punch list walk thru.
5. Work cooperatively with the project team to develop and implement an effective commissioning plan.

#### Safety

1. Implement a formal project safety plan.

#### Project Closeout

1. Timely submission of operation/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.

#### Other

1. Assist the Owner and project A/E team in working with various governing authorities as requested.
2. Work with project team to develop a project communication system that is effective for the participants and meets the schedule requirements of the project.
3. Work cooperatively with the project team to develop and implement a work plan for meeting the project's energy efficiency goals. (The intent is not for a LEED

project or special certification program.)

## Insurance Requirements

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

1. General Insurance – CMAR 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.
  - b. Automobile liability (owned, non-owned, and hired) insurance with limits not less than \$ 1 million per occurrence shall be maintained utilizing a firm licensed to do business in the State of South Dakota.
  - c. The Ivy Center, 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.
  - d. This insurance shall be primary and shall be paid and applied first in its entirety to any application of insurance the Owner may carry on its own.
2. Professional Liability – CMAR 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 \$4 million utilizing a firm licensed to do business in the State of South Dakota.
  - b. The Ivy Center, 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.
3. Worker’s Compensation – CMAR shall provide and maintain Worker’s Compensation coverage for its employees, as required by applicable Workers’ Compensation laws.
4. Builder’s Risk – The CMAR shall carry Builder’s Risk insurance and list the others on the team as ‘additional insured’.





## **SECTION 4**

### **Submission Requirements and Content:**

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 Owner 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 Owner will open Part 2 to evaluate if the tentatively selected firm is providing the best value relative to the other candidates.

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

**Letter of Interest** - Include a letter of interest listing the name and address of the firm and project contact person, telephone number and email address.

**Tab 1.** Provide a profile of your firm including:

- the ownership
- financial standing
- bonding capacity
- safety record
- availability to project locale

**Tab 2.** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, record of change orders and associated impacts to project cost, and contract administration. This information should be included with a minimum of 3 and a maximum of 5 past projects, each of which should include client/owner's rep contact information that could be used for confirmation of past history and serve as references.

**Tab 3.** Resources available to perform the work, including any specialized services, within the specified time limits for the project. Include resumes of all personnel, including sub-consultants who will be assigned to this project for the entire duration. Include information about the history of these team members in working together.

**Tab 4.** Proposed Schedule Outline.

**Tab 5.** Methodology for and past history of meeting a fixed budget which includes all disciplines (Electrical, Mechanical, Plumbing, etc). History and success of guaranteeing GMP and Pre-Construction Phase. Proposed project management techniques, including technical tools to be employed for project information management and client engagement/accountability.

**Tab 6.** Ability and proven history in handling special project constraints, including but not limited to: challenging site constraints & limited staging areas, or projects needing to remain operational during construction, coordination of specialty consultants/subcontractors, etc. Demonstration of familiarity with project locale – including site-specific constraints and impacts to staging, safety, and logistics of constructability.

### **Packet No. 2: Fee Proposal**

Cost proposal CMAR Fee and General Conditions information shall not be included in the Services Proposal. This package shall be delivered to ID8 Architecture at the interview in a sealed envelope labeled “CMAR Fee and General Conditions” along with your company name.

CMAR shall itemize their fees and provide a breakdown conducive to the Owners having clear and complete information, including:

- Preconstruction Fee
- CMAR Fee
- Project Staffing & Administrative Costs
- Anticipated General Conditions
  - Permitting
  - Insurances
  - Other
- Estimated housing/travel, & any other reimbursables that are not included above

## **SECTION 5**

### **Submission Instructions:**

1. Interested applicants shall submit one (1) hard copy of the proposal and one (1) digital copy to the attention and address noted below:

Mail or deliver to:                      Angela Boersma, AIA  
ID8 Architecture, LLC  
418 Main Ave. STE 1  
Brookings, SD 57006  
info@id8arc.com

2. To be considered, proposals must be received by the date indicated on the cover of this RFP, by 5 p.m. CT. Respondents assume the risk regarding the method of submission and The Ivy Center assumes no responsibility for delays caused by any delivery service. Respondent's failure to submit its proposal prior to the deadline will cause the proposal to be rejected.

3. Questions about this RFP can be addressed by contacting the individual noted below by email:

Angela Boersma, AIA  
ID8 Architecture, LLC  
info@id8arc.com

Deadline for questions regarding the RFP shall be as indicated on the cover sheet.

## **SECTION 6**

### **Selection and Short List Criteria:**

Upon receipt of the proposals, The Ivy Center Building Committee shall determine if each submission meets the requirements of this CMAR RFP. From those proposals which meet the requirements, the Committee will determine a short list of no more than four (4) firms whose proposals are deemed most qualified. Those firms will be invited to participate in an interview.

The order of the interviews will be determined by the Committee. The interview will consist of up to a thirty (30) minute presentation and a thirty (30) minute question and answer session. Only personnel who have an active key role in the project should participate in the interview.

Upon conclusion of the interviews, The Ivy Center will enter into negotiations with the selected firm. If an acceptable fee structure cannot be achieved, the owner will move to the second firm and so on until an agreement is reached.

Once an agreement is reached with the selected firm, written notice will be provided to the other firms who were not accepted.

## SECTION 7

### General Provisions:

1. This RFP will be posted on the The Ivy Center website at [www.brookingsivycenter.org/RFP](http://www.brookingsivycenter.org/RFP) until the submission deadline has passed.
2. The Ivy Center shall not be responsible for any costs associated with preparation of the proposal.
3. Respondents shall be entitled to submit amendments or addendums to their proposal up to the deadline date. Respondents are further entitled to withdraw their proposal prior to the deadline date.
4. To the extent permitted by South Dakota law, proposals will be kept confidential and available only to agents of The Ivy Center.
5. Issuance of this RFP does not, by itself, obligate The Ivy Center to make a selection. The Ivy Center has the right to reject any and all proposals.
6. The Ivy Center will not be responsible for any travel or per diem costs incurred by the respondent during the RFP process.
7. If it is in the best interest of this project, The Ivy Center has a strong preference to include local vendors within the CMAR process.
8. Respondents must disclose any instances where the firm or any individuals working on the proposal, or subsequent documents, may have a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by The Ivy Center). The Ivy Center reserves the right to reject the submission if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the respondent's proposal.
9. This RFP will be superseded by the Owner/CMAR Agreement and its related contract document.



## STEP 1: PROPOSAL SCORING

- \_\_\_/25 Methodology for and past history of meeting a fixed budget which includes all disciplines (Electrical, Mechanical, Plumbing, etc). History and success of guaranteeing GMP in the Pre-Construction Phase
  
- \_\_\_/20 Resources available to perform the work, including any specialized services, within the specified time limits for the project. Include resumes of all personnel, including sub-consultants who will be assigned to this project for the entire duration. Include information about the history of these team members in working together.
  
- \_\_\_/25 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control (including ability to/process of tracking on cost controls & change requests digitally for the owner/owner's rep), record of change orders and associated impacts to project cost, and contract administration. This information should be included with a minimum of 3 and a maximum of 5 past projects, each of which should include client/owner's rep contact information that could be used for confirmation of past history and serve as references.
  
- \_\_\_/10 Ability and proven history in handling special project constraints, including but not limited to: challenging site constraints & limited staging areas, or projects needing to remain operational during construction, coordination of specialty consultants/subcontractors, etc. Demonstration of familiarity with project locale – including site-specific constraints and impacts to staging, safety, and logistics of constructability. (School zones, hillside staging, winter cost, community engagement, assistance with fundraising efforts, downtown confinement, etc.)
  
- \_\_\_/10 Proposed project management techniques, including technical tools to be employed for project information management, client/owner engagement and accountability.
  
- \_\_\_/5 Availability to project locale.
  
- \_\_\_/5 Overall quality of written proposal (complete, thorough, accurate, attentive to detail).
  
  
- \_\_\_/100 TOTAL

## STEP 2: SHORT-LISTED INTERVIEW SCORING

## STEP 3: ENVELOPE #2 - PRICE PROPOSAL