

**NOTE & UPDATE: The RFQ titled, "REQUEST FOR QUALIFICATIONS FOR SERVICES FOR THE PLANNING, DESIGN & CONSTRUCTION OVERSIGHT OF A REGIONAL MENTAL HEALTH CRISIS INTAKE CENTER" is for the planning, design services, and construction oversight of this project. It is not to be construed as a request for construction services. The intent of the RFQ is to procure a design firm that will, in addition to design work, also provide construction planning and oversight. Since the release of the RFQ multiple opportunities have been provided to any interested party to answer questions related to the RFQ.**

**Given this clarification and in an effort to solicit the best responses, the RFQ deadline has been extended to 2pm October 15th, 2024 .**

**REQUEST FOR QUALIFICATIONS FOR SERVICES FOR THE  
PLANNING, DESIGN & CONSTRUCTION OVERSIGHT OF A  
REGIONAL MENTAL HEALTH CRISIS INTAKE CENTER  
(THE ANCHOR PROJECT)**

The Barren River Area Development District (BRADD) in Bowling Green, KY (the “Owner”), in cooperation with the Kentucky Cabinet for Health & Family Services (CHFS), Department for Behavioral Health, Developmental and intellectual disabilities (DBHDID), requests submittals from interested parties (“the Consultant”) with proven experience to provide Owner’s Representation services associated with the planning, design, and construction oversight of a mental health crisis intake center to be operated by LifeSkills, Inc.

The terms “Consultant” and “Owner’s Representative” are used interchangeably throughout this RFQ.

**1. Description of Project**

The Owner, in cooperation with LifeSkills, Inc., is interested in advancing the planning, design and construction oversight of a new regional mental health crisis intake center to be operated by LifeSkills, Inc.

LifeSkills, Inc. has partnered with BRADD, and with other community stakeholders to plan and prepare to design and construct the new crisis center. The crisis center will support adults in the ten county BRADD region experiencing, or at risk of experiencing, a crisis associated with their mental health and/or substance abuse disorder.

BRADD is coordinating the Barren River Regional Opioid Advisory Committee, which is comprised of diverse community experts representing consumers of services and their families, advocates, hospitals, community providers, EMS, law enforcement, local county and city elected officials from the ten county region, amongst others, to identify key strategies and assist in providing recommendations for the crisis center. In addition, the Anchor Project: a regional response to the opioid crisis was formed, which outlines a three-tiered approach, including the design and construction of this regional crisis center.

The crisis center will serve as a preferred destination for mental health and addiction crisis services, and is intended to decompress hospital emergency departments, with the ability to facilitate medical clearances and patient transfers. In addition, the crisis center will provide an appropriate and efficient center for law enforcement to take individuals who will be properly treated at the crisis center, rather than transporting them to the jail / corrections center for arrest.

Based upon the research and input of LifeSkills, Inc., BRADD and partner stakeholders, the key assumptions of the crisis center are:

Target Population: Adults age 18+ who are experiencing a mental health crisis in the ten-county BRADD region, regardless of immigration, residency or insurance status. This includes persons with co-occurring substance use disorders.

Access: 24 hours/7 days a week, including a public walk-in entrance and an entrance for EMS and law enforcement.

Estimated Volume: 7,800 encounters in year one, and over 8,900 encounters by 2024 and 9,700 encounters by 2050.

Objectives: The key objectives of the crisis center are:

- Increase access to mental health and addiction crisis care, so that it meets the needs of the entire BRADD region. The crisis center will have 24/7 access to self-referrals, EMS, law enforcement and hospitals, and will serve other community stakeholders including the district, family & circuit courts and community-based providers.
- Improve quality of crisis care by offering a wider range of mental health and addiction services (from a walk-in clinic to observation and inpatient care) and by linking patients directly to community-based programs after crisis care is provided.
- Construct a facility that meets current and future demand. It is estimated that the BRADD region will have a 23% growth in demand for mental health and addiction services over the next 3 years.
- Provide a central core facility that serves as a preferred destination for mental health and addiction crisis services, while simultaneously decompressing hospital emergency departments.

Estimated Size and Cost: Based upon the projected volumes and intended service offerings, the new crisis center is estimated to be approximately 40,000 square feet and an estimated \$20 million project cost. The project cost is inclusive of construction costs, design and construction management services, equipment and furniture, technology needs, and contingency costs.

The estimated size of the facility anticipates meeting the following functions, which include but are not limited to:

- Intake and Assessment Area;
- Walk-In Clinic;
- 23 Hour Observation Unit;
- Medical Detoxification Unit;
- Adult Crisis Stabilization Unit (ACSU);
- Entrance designed specifically for first responders and law enforcement;
- Entrance designed for walk-in clients and the general public;
- Case Management Area;
- Pharmacy services;
- Short-term, residential treatment beds for substance use disorders; and
- Administrative offices

The proposed program must provide core facilities to support a thirty-year life cycle.<sup>1</sup>

Operation of the Facility: LifeSkills, Inc. will be the selected operator of the facility.

Location of the Crisis Center: LifeSkills, Inc. has offered, in kind, a six-acre parcel at 380 Suwannee Trail Street, Bowling Green, KY, which is and remains a viable location for the new crisis center. The site's property survey and legal description, environmental site assessment,

and preliminary geotechnical exploration report will be made available to the Consultant upon selection.

Preliminary estimates anticipate occupancy of the new crisis center in 2023. The Owner's Representative will be required to validate a design and construction schedule to ensure completion and occupancy of the crisis center as soon as is feasible, and to establish a schedule and benchmarks to meet the building's substantial completion and occupancy deadlines.

The selected Consultant, and all of its sub-consultants, will not be eligible to provide the subsequent design and/or construction services for the proposed facility.

Notable responsibilities of the Owner's Representative: Additional responsibilities of the Owner's Representative are further defined in Section 4 below. Such responsibilities include, but are not limited to, the following:

The selected Consultant shall assist the Owner and LifeSkills, Inc. in developing a Program of Requirements based on all aspects discovered through the execution of the planning process.

Additional information can be found in the attached Project Summary document (BRADD: A regional response to the Opioid Crisis) as well as on the project website <https://planning.bradd.org/opioid-summit/>.

Additional tasks and deliverables to be provided will include but are not limited to:

- As described earlier, this project has the benefit of a broad number of engaged community members and stakeholders. At the direction of the Owner, in cooperation with LifeSkills, Inc., the Owner's Representative will develop, implement and manage a process to ensure that the design professional, the construction manager, and other parties stay focused and at the direction of the Owner and LifeSkills, Inc. The Owner's Representative may be required to attend some or all of a number of Public and Committee meetings, and other focused meetings to ensure alignment. This shall be at the direction of the Owner, in cooperation with LifeSkills, Inc.
- Significant assistance to the Owner and LifeSkills, Inc. in the development of the bid documents, review, and selection of the design professional and construction manager at risk professional, as well as other professionals as needed.
- A Conceptual Planning Report, including:
  - Project Summary Document
  - Project Organizational Chart defining administrative relationships between the Owner, LifeSkills, Inc., and its staff, the Owner's Representative, the Design Professional(s), the Construction Manager, Contractors, and all their respective agents, subcontractors and representatives, as well as the primary mental health and crisis intake center stakeholders.
  - The Owner, in cooperation with LifeSkills, Inc., will provide guidance and input, and have final approval regarding the organizational chart.
- A Project Master Schedule of activities reflecting schedule milestones, summary elements, terminal elements and the roles and responsibilities of all project team participants.
- Facility Needs Assessment and Pre-Architectural Program of Requirements, developing a concept design, space program, and adjacency diagram identifying the key elements and size based on the projected population, programming, and bed requirements.

- Validation of Project Budget.
- A Comprehensive Project Budget and Cash-flow (Draw) Schedule for the design and construction of the proposed facility.
- An estimate of annual maintenance and operating costs for the facility.
- Generation of a Plan for Communication and Approvals.

## **2. Project Budget**

The estimated total project budget, including Owner's Representation, planning and design, construction, fixtures, furnishings, equipment, technology needs, and contingency is initially estimated to be \$20 million. This estimate is based upon the projected volumes and intended service offerings, with approximately 40,000 square feet. A requirement of the Owner's Representative will be to validate the estimated project budget.

## **3. Design Schedule**

A plan to secure design and construction services is to be developed by the Owner's Representative. Preliminary estimates anticipate occupancy of the new crisis center in 2026. The Owner's Representative will be required to validate the design and construction schedule to ensure completion and occupancy of the crisis center as soon as is feasible, and to establish a schedule and benchmarks to meet the building's substantial completion and occupancy deadlines.

## **4. Scope of BRADD Regional Mental Health Crisis Intake Center Owner's Representative Services**

### **4.1 General**

**4.1.1** Basic Services to be provided by the Owner's Representative shall consist of the tasks outlined in Sections 1, 3 and 4, inclusive.

**4.1.2** Validation of site selection will be an immediate first task. LifeSkills, Inc. has agreed to provide a six acre parcel, which is and remains a viable location for the new crisis intake center. The Owner's Representative will assist the BRADD in confirming the optimal location based on building footprint, location of client needs, access to public transportation, central location, and other factors. The LifeSkills, Inc. site's property survey and legal description, environmental site assessment, and preliminary geotechnical exploration report will be made available to the Consultant upon selection. Upon selection, additional material regarding site selection shall be made available to the Consultant.

**4.1.3** Meetings. The Owner's Representative shall schedule, conduct and participate in project meetings. The Owner's Representative shall prepare and distribute minutes of all project meetings to the Design Professional, the Construction Manager, the Owner, LifeSkills, Inc., and any other parties involved. The Owner's Representative shall participate in preconstruction, progress, quality control and special meetings with the Design Professional, the Construction Manager, the Owner, LifeSkills, Inc., the Contractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling. The Owner's Representative shall participate in partnering meetings with the Design Professional, the Construction Manager, and the Owner, LifeSkills, Inc., other appropriate Consultants, the Contractors and other parties involved in the Project. The Owner's Representative shall manage, schedule, conduct and participate in all presentations held on account of the project.

**4.1.4 Government Approvals.** The Owner's Representative shall identify and analyze requirements of governmental authorities and other appropriate authorities having jurisdiction to approve design of the Project and participate in consultations with such authorities. At all appropriate times throughout the performance of the Basic Services, the Owner's Representative shall contact, meet, consult and otherwise coordinate with each of the various entities.

## **4.2 Pre-design Phase (Program Validation).**

**4.2.1 Selection of Design Professional.** The Owner's Representative shall assist the Owner, in cooperation with LifeSkills, Inc., in the selection of the Design Professional(s) by suggesting design criteria and developing a notice and request for qualifications in accordance with KRS 45A.735 for approval by the Owner, in cooperation with LifeSkills, Inc., reviewing proposals from, interviewing and ranking design professionals on their qualifications in accordance with KRS 45A.735. The Owner's Representative shall provide to the Owner and LifeSkills, Inc. a written summary of comments on each design professional that submits their qualifications and shall provide the Owner and LifeSkills, Inc. with a written recommendation on no fewer than three firms which it considers to be the most qualified to provide the required professional services. The Owner's Representative shall coordinate the services to be performed by the Design Professional(s) and assist the Owner, in cooperation with LifeSkills, Inc., in negotiating the Design Professional Agreement(s) and any subsequent contract modification(s) required throughout the project(s).

**4.2.2 Selection of Construction Manager.** The Owner's Representative shall assist the Owner, in cooperation with LifeSkills, Inc., in the selection of the Construction Manager(s) by suggesting criteria and developing a notice and request for proposal in accordance with KRS 45A.735 for approval by the Owner, in cooperation with LifeSkills, Inc., reviewing proposals from, interviewing and ranking construction managers on their qualifications in accordance with KRS 45A.735. The Owner's Representative shall provide to the Owner and LifeSkills, Inc. a written summary of comments on each construction manager who submits a proposal and shall provide the Owner and LifeSkills, Inc. with a written recommendation on no fewer than three firms which it considers to be the most qualified to provide the required professional services. The Owner's Representative shall coordinate the services to be performed by the Construction Manager and assist the Owner and LifeSkills, Inc. in negotiating the Construction Management Professional Agreement(s) and any subsequent contract modification(s) required throughout the project(s).

**4.2.3 Program of Requirements.** The Owner's Representative shall assist the Owner's other Consultants to develop Project Proforma consisting of but not limited to a Proforma for maintenance and facility operating projections; and a Proforma of construction costs and a Program of Requirements including but not limited to all aspects discovered through planning efforts. The Owner's Representative shall review and comment upon the Design Professional's preliminary evaluation of the Program of Requirements, schedule and budget requirements, including the Construction Budget, each in terms of the other. The Owner's Representative shall prepare a Conceptual Planning Report including all the documents outlined in this Subparagraph; a Summary of the Project; and a Project Organizational Chart defining the administrative relationships between the Owner, LifeSkills, Inc., their staff, other public or private partners in the undertaking, the underwriters, the Owner's Representative, the Design Professionals, and, if any, the Contractors that the Owner, in cooperation with LifeSkills, Inc., has previously engaged

or intends to engage for the Project, and all their respective agents, subcontractors, and representatives.

**4.2.4 Approved Program of Requirements and Revisions.** The Owner's Representative shall assist the Construction Manager and the Design Professional to prepare, date and sign a revised Program of Requirements upon approval by the Owner, in cooperation with LifeSkills, Inc., in (the "Approved Program of Requirements"). If any changes or adjustments to the Approved Program of Requirements are desired at any time after the Approved Program of Requirements has been approved by the Owner and LifeSkills, Inc., the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare a written amendment to the Approved Program of Requirements describing the changes or adjustments. Written Amendments must be approved by the Owner, in cooperation with LifeSkills, Inc. The Approved Program of Requirements, as amended from time to time, shall determine the Scope of the Project.

**4.2.5 Furnishings, Fixtures, and Equipment.** The Owner's Representative shall provide assistance in the determination of furnishings, fixtures, and equipment, including communications and information technology products and systems, for the Project consistent with programmatic objectives and in coordination with the facility design.

### **4.3 Schematic Design Phase (Preliminary Drawings)**

**4.3.1 Review and Consultation.** The Owner's Representative shall review and comment upon the Design Professional's further evaluation or refinement of the Approved Program of Requirements and the schedule and budget requirements, review applicable statutes, ordinances, codes and regulations, including without limitation zoning, energy, accessibility, stormwater runoff requirements, and participate in consultations with governmental authorities having jurisdiction to approve design or construction of the Project or legal requirements applicable to the Project. For renovation or remodeling, the Owner's Representative shall review and comment upon the Design Professional's investigation of existing conditions and verification of the accuracy of information provided by the Owner, in cooperation with LifeSkills, Inc., about existing conditions as reasonably necessary and practical. The Owner's Representative shall assist the Owner, in cooperation with LifeSkills, Inc., in securing services for any required Environmental Study as requested.

**4.3.2 Recommendations and Costs.** The Owner's Representative shall provide recommendations on value engineering, constructability, logistics, availability and suitability of materials, labor and systems, safety and security plans, quality control, time requirements for construction and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies. The Owner's Representative shall establish reporting and accounting procedures for the Project in compliance with applicable law.

**4.3.3 Preliminary Life Cycle Analysis.** The Owner's Representative shall review any alternative design concepts for a Preliminary Energy and Resource Life Cycle Analysis prepared or to be prepared by the Design Professional and provide recommendations to the Owner, in cooperation with LifeSkills, Inc., thereon about the matters listed in Subparagraph 4.3.2.

**4.3.4 Schematic Design Documents.** Upon completion of the Schematic Design Phase for each phase of the Project or appropriate portion thereof, the Owner's Representative shall assist the

Construction Manager and the Design Professional to prepare and submit a Statement of Probable Construction Cost based on current area volume and other unit costs and a Preliminary Project Schedule, which shall incorporate the Representation Schedule, the Management Schedule and the Design Schedule, for approval by the Owner, in cooperation with LifeSkills, Inc.

**4.3.5 Submittal to Owner.** The Owner's Representative shall complete a Design Review Acceptance form, and submit it to the Construction Manager who shall attach a copy of the Statement of Probable Construction Cost and any report prepared pursuant to Subparagraph 4.3.5 to the form and deliver the form and attachments to the Owner, in cooperation with LifeSkills, Inc., for approval.

#### **4.4 Design Development Phase (Basic Drawings)**

**4.4.1 Life Cycle Analysis.** The Owner's Representative shall receive any Life Cycle Cost Analysis and provide recommendations to the Owner thereon about the matters listed in Subparagraph 4.3.2.

**4.4.2 Design Development Documents.** The Owner's Representative shall receive copies of the Design Development Documents from the Design Professional, review them and transmit to the Owner, LifeSkills, Inc., the Construction Manager and the Design Professional any recommendations about the matters listed in Subparagraph 4.3.2.

**4.4.3 Cost Estimate and Project Schedule.** Upon completion of the Design Development Phase for each phase of the Project or appropriate portion thereof, the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare and submit a Detailed Estimate of Construction Cost and a Project Schedule indicating milestone completion dates for approval by the Owner, in cooperation with LifeSkills, Inc. In assisting to establish the Detailed Estimate of Construction Cost, the Owner's Representative shall include reasonable contingencies for design, bidding and price escalation and determine in conjunction with the Construction Manager, the Design Professional and the Owner and LifeSkills, Inc., the materials, equipment, component systems and types of construction to be included in the Contract Documents. The Owner's Representative, the Construction Manager and the Design Professional shall review any difference between the Statement of Probable Construction Cost and the Detailed Estimate of Construction Cost, identify reasons for any difference and recommend means to eliminate the difference, if necessary. The Owner's Representative, the Construction Manager, the Design Professional and the Owner, in cooperation with LifeSkills, Inc., shall agree upon the means to eliminate any difference between the Statement of Probable Construction Cost and the Detailed Estimate of Construction Cost, and the Owner's Representative shall assist the Construction Manager to prepare a report describing the agreed upon means. The Owner's Representative, the Construction Manager and the Design Professional shall review any differences between the Preliminary Project Schedule and the Project Schedule, identify reasons for the differences and recommend whether the differences should be eliminated and, if necessary, means to eliminate the differences. If the Owner's Representative, the Construction Manager, the Design Professional and the Owner, in cooperation with LifeSkills, Inc., agree to eliminate any such differences, the Owner's Representative shall assist the Construction Manager to prepare a report describing the agreed upon means. The Owner's Representative, the Construction Manager, the Design Professional and the Owner, in cooperation with LifeSkills, Inc., shall make any necessary amendments to the Approved Program of Requirements in accordance with Subparagraph 4.2.3.



**4.4.4 Submittal to the Owner.** The Owner's Representative shall complete a Design Review Acceptance form and submit it to the Construction Manager who shall attach a copy of the Project Schedule, the Detailed Estimate of Construction Cost and any report prepared pursuant to Subparagraph 4.4.3 to the form and deliver the form and attachments to the Owner, in cooperation with LifeSkills, Inc., for approval.

#### **4.5 Construction Documents Phase (Construction Drawings and Specifications)**

**4.5.1 Drawings and Specifications.** The Owner's Representative shall assist the Construction Manager in preparing the Scope of Work for inclusion by the Design Professional in the Drawings and Specifications with the approval of the Owner, in cooperation with LifeSkills, Inc., to facilitate the bidding and awarding of Contracts, taking into consideration factors including, but not limited to, time of performance, availability of labor, overlapping trade jurisdictions, involvement of minority, disadvantaged and female business enterprises, provisions of training for start-up and maintenance, provision of operation and maintenance manuals and provisions for temporary facilities, and to eliminate areas of conflict and overlapping in the Work to be performed by the various Contractors. The Owner's Representative shall receive copies of all Drawings and Specifications from the Design Professional, review them and transmit to the Owner and LifeSkills, Inc. any recommendations thereon about the matters listed in Subparagraph 4.3.2 and possible alternatives. The Owner's Representative shall provide any required geotechnical report and advise the Owner and LifeSkills, Inc. on issues, potential effects and risks to the Project.

**4.5.2 Revisions to Cost Estimate and Project Schedule.** The Owner's Representative shall inform the Construction Manager, the Design Professional, and the Owner, in cooperation with LifeSkills, Inc., of the need for any changes in Project requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed and of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the Owner, in cooperation with LifeSkills, Inc., of any such changes or adjustments, the Owner's Representative shall assist the Construction Manager to prepare a revised Detailed Estimate of Construction cost or a revised Project Schedule, as applicable, incorporating such changes or adjustments. The Owner's Representative shall complete a Design Review Acceptance form and submit it to the Construction Manager who shall attach a copy of the revised Detailed Estimate of Construction Cost or the revised Project Schedule, as applicable and deliver the form and attachments to the Owner, in cooperation with LifeSkills, Inc., for approval.

**4.5.3 Bidding Documents.** The Owner's Representative shall assist the Construction Manager, the Design Professional and the Owner and LifeSkills, Inc. as requested in the preparation of documents necessary for bidding of Contracts, including without limitation bidding information and instructions, estimates of cost, Notices to Bidders, Bid Forms and Special Conditions.

**4.5.4 Government Approvals.** The Owner's Representative shall cooperate with the Design Professional in submitting to the appropriate review authority such sets of the Drawings and Specifications as may be required for approval, together with any necessary completed applications and all required fees. In addition, the Owner's Representative shall cooperate with the Design Professional with filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

**4.5.5 Additional Filings.** Upon approval of either the Commonwealth of Kentucky and/or any local planning/zoning authority of the Drawings and Specifications, the Owner's Representative, Owner and LifeSkills, Inc., shall receive from the Design Professional one (1) set of corrected copies of the Drawings and Specifications bearing approval stamps of the Building Department, as applicable.

**4.5.6 Special Items.** The Owner's Representative shall attend necessary meetings with the Construction Manager, the Design Professional, the Owner, LifeSkills, Inc., and provide recommendations and information to the Construction Manager, the Design Professional and the Owner, in cooperation with LifeSkills, Inc., for discussion at such meetings regarding the assignment of responsibilities for refuse removal, for safety precautions, programs, temporary Project facilities, utilities, weather protection, fire protection, scaffolding, equipment, materials and services for common use of Contractors, if any. The Owner's Representative shall also review the Contract Documents to assist the Construction Manager in verifying that the requirements for and assignment of responsibilities are included in the Contract Documents.

**4.5.7 Labor Requirements.** The Owner's Representative shall assist the Construction Manager in providing to the Design Professional, Owner and LifeSkills, Inc. an analysis of the types and quantities of labor required for the Project, reviewing the availability of appropriate categories of labor required for all Contracts and making recommendations for actions designed to minimize adverse effects of labor shortages.

#### **4.6 Guaranteed Maximum Price (GMP) Proposal and Amendment**

**4.6.1 Obtaining Bids.** The Owner's Representative shall assist the Construction Manager and the Owner, in cooperation with LifeSkills, Inc., with the development of, and make recommendations for, bidding criteria, bidding schedules and bidding information and shall develop Bidders' interest in the Project. The Owner's Representative shall develop and implement strategies to assure local, minority owned, women owned and small businesses are aware of project bid and participation opportunities.

**4.6.2 Pre-bid Conferences.** The Owner's Representative shall assist the Owner, LifeSkills, Inc. and the Construction Manager in conducting pre-bid conferences with prospective Bidders to familiarize Bidders with the Contract Documents, any special requirements of the Contract Documents and equal employment opportunity and prevailing wage requirements. The Owner's Representative shall assist the Owner, LifeSkills, Inc. and the Construction Manager to obtain responses from the Design Professional to all questions at pre-bid conferences and review Addenda prepared by the Design Professional to incorporate those responses. The Owner's Representative shall assist the Construction Manager to prepare a record of the questions and answers discussed at the pre-bid conferences which shall be used by the Design Professional to prepare Addenda.

**4.6.3 Bid Packages.** The Owner's Representative shall assist the Construction Manager in assembling the Contract Documents into appropriate packages.

**4.6.4 Bid Review.** The Construction Manager, with the assistance of the Owner's Representative, shall review all bids received for responsiveness, participate in investigating the responsibility of Bidders and deliver a written recommendation to the Owner, in cooperation

with LifeSkills, Inc., about the award of, or rejection of, any bid or bids for each Contract for the Project in accordance with applicable law and Owner and LifeSkills, Inc. policies. In making the recommendation, the Construction Manager and the Owner's Representative shall evaluate all applicable Alternates referenced in the Contract Documents.

**4.6.5 Pre-award Conferences.** The Construction Manager, with the assistance of the Owner's Representative, shall conduct pre-award conferences with apparently successful Bidders and shall gather documentation for contract execution from such Bidders. Upon the failure of a Bidder to provide such documentation in a timely manner, the Construction Manager and the Owner's Representative shall assist the Owner, in cooperation with LifeSkills, Inc., in considering whether an extension of time for submitting such documentation is appropriate.

**4.6.6 Subcontractor and Material Supplier Review.** The Construction Manager, with the assistance of the Owner's Representative, based upon review of the Contract Documents, any past experience and reasonable injury, shall participate in investigating any Subcontractor or Material Supplier proposed by any Contractor and recommend approval or disapproval in accordance with the General Conditions.

**4.6.7 Over Budget Options.** If the Construction Budget is exceeded by the total of the lowest and best bids and any legally negotiated prices for the Project, the Owner, in cooperation with LifeSkills, Inc., shall, at their option (1) approve in writing an increase in the Construction Budget; (2) authorize re-bidding or re-negotiation for some or all parts of the Project within a reasonable time without an increase in the Construction Budget; (3) abandon the Project, in whole or in part, and terminate this Agreement in accordance with the contracts, as applicable; or (4) cooperate in the revision of the Scope of the Project as defined in Paragraph 4.3.2 to reduce the actual cost of construction to the Construction Budget.

**4.6.8 Further Revisions to Cost Estimate and Project Schedule.** If necessary, the Owner's Representative shall inform the Construction Manager, the Owner and LifeSkills, Inc. of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the Owner, in cooperation with LifeSkills, Inc., of any such adjustments, the Owner's Representative shall assist the Construction Manager in preparing a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such adjustments and delivering the revised Detailed Estimate of Construction Cost of Project Schedule or the Owner, in cooperation with LifeSkills, Inc., for approval.

**4.6.9 Contract Execution Notices.** The Owner's Representative shall assist the Owner, in cooperation with LifeSkills, Inc., as needed in the preparation and issuance of Notices of Award and Notices to Proceed, preparation and execution of the Construction Contract, preparation and issuance of Notices to Surety and the Notice of Commencement.

#### **4.7 Construction Phase (Administration of Construction)**

**4.7.1 Duration; Extent, Access.** The Construction Phase will commence with the award of a GMP Amendment for the Project to a Construction Manager and will terminate upon Final Acceptance of the Project by the Owner, in cooperation with LifeSkills, Inc. The Owner's Representative shall provide its services during the Construction Phase in accordance with the General Conditions as in effect as of the date of this Agreement. The Owner's Representative

shall at all times have access to the Project whenever any Work is in preparation or in progress.

**4.7.2 Duties Generally.** The Owner's Representative shall make scheduled site review visits as directed by the Owner, in cooperation with LifeSkills, Inc., to the Project and such additional site review visits, as directed by the Owner, in cooperation with LifeSkills, Inc. to assist the Construction Manager to investigate existing conditions at the Project and verify information furnished by the Owner, in cooperation with LifeSkills, Inc., and to observe the quality of workmanship, substantiation of costs in place and the adequacy of balances to complete, the status of construction completion and the matters listed in Subparagraph 4.3.2. The reviews will be performed by the Owner's Director of Public Facilities Management in cooperation with LifeSkills, Inc. Following each visit, a written report will be submitted by the Owner's Representative to the Construction Manager, the Design Professional, the Owner and LifeSkills, Inc. The reports shall contain, at least, the following information:

**4.7.2.1** Description of conflicts, deficiencies and omissions between the work observed in place and the Contract Documents. In addition, outstanding defects or deviations noted in previous reports will be described, noting the correction or resolution, if any. Assistance to the Design Professional in interpretation of Contract Documents.

**4.7.2.2** Description of the progress of the Project to date in relation to the Project Schedule, noting concerns or issues with sequencing or completion timing and assisting with updating of the Project Schedule.

**4.7.2.3** Review of existing and ongoing soils, structural steel, concrete, and other testing results (as prepared by others) for compliance with the Contract Documents and description of the effect, if any, upon the use of the structure in the event of a deficiency.

**4.7.2.4** Notification to the Owner and LifeSkills, Inc. of Defective Work and of deviations from the Contract Documents observed, and description of any corrective action taken.

**4.7.2.5** Review of the progress of the Work to date to determine that the Work has been generally accomplished in a good and workmanlike manner and is in general conformity with the intent of the Contract Documents.

**4.7.2.6** Review and evaluation of Bulletins, Change Orders, Shop Drawings and Samples.

**4.7.2.7** Provision of quality, labeled, color photographs within reports to demonstrate matters set forth in reports.

**4.7.2.8** Review of Applications for Payment and provision of an opinion to the Owner and LifeSkills, Inc. as to the appropriateness of each Application with respect to progress of the Project.

**4.7.2.9** Review of safety programs developed by each of the Contractors, noting any deficiencies in the implementation of such programs.

**4.7.2.10** Review compliance with insurance requirements.

Knowledge of matters observed by the Owner's Representative shall be imputed to the Owner and LifeSkills, Inc. only to the extent set forth in one or more reports from the Owner's Representative.

**4.7.3 Furnishings, Fixtures, and Equipment.** The Owner's Representative shall assist the Owner, in cooperation with LifeSkills, Inc. in coordinating procurement and installation of furnishings, fixtures and equipment, including communications and information technology products and systems, consistent with schedule and occupancy requirements.

**4.7.4 Partial Occupancy.** The Owner's Representative shall assist the Construction Manager and the Owner, in cooperation with LifeSkills, Inc., in determining dates of Partial Occupancy of the Work or portions thereof designated by the Owner, in cooperation with LifeSkills, Inc., and shall assist in obtaining any necessary temporary occupancy certificate or other certificate from any applicable government authority. The Owner's Representative shall review any lists prepared by the Design Professional of incomplete or unsatisfactory Work and assist the Construction Manager to prepare schedules for the completion or correction of such Work. The Owner's Representative shall review Contractor Punch lists and Design Professional Punch lists, evaluate whether the Punch lists are complete and correct based upon the last visit of the Owner's Representative to the site of the Project and assist the Construction Manager with Final Inspections.

**4.7.5 Contractor Claims.** If requested, the Owner's Representative shall review claims from Contractors for additional compensation and equitable adjustment of compensation, and shall deliver a written recommendation to the Owner and LifeSkills, Inc. about each claim and attend any dispute resolution meetings convened by the Owner and LifeSkills, Inc. related to each claim.

**4.7.6 Contractor Responsibilities.** The Owner's Representative shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures or scheduling used by a Contractor to comply with the Contractor's obligations under its Contract for the Project or for safety precautions and programs in connection with the Work on the Project. The Owner's Representative shall not be responsible for or have control or charge over the acts or omissions of Contractors or Subcontractors or any of their agents or employees, or any other persons performing any Work on the Project.

**4.7.7 Completion.** The Owner's Representative shall review Contractor, Construction Manager, and Design Professional compilations of required architectural/engineering as-built documents, equipment manuals, and warranties for completeness based on contract provisions and assist in rectifying any deficiencies. The Owner's Representative shall prepare and present to the Owner and LifeSkills, Inc. a final summary of the Project Cost. The Owner's Representative shall assist and advise the Owner and LifeSkills, Inc. on any problems that develop during the Warranty Period.

**4.7.8 One Year Warranty Inspection.** One month prior to the expiration of the one-year guarantee or warranty provided by the Contractor, the Owner's Representative shall participate in a review and inspection of the Project with the Construction Manager and the Owner, in cooperation with LifeSkills, Inc. The Owner's Representative shall consult with the Construction Manager, Owner and LifeSkills, Inc. to address any warranty issues or deficiencies identified in the inspection

according to the procedures specified in the General Conditions.

## **5. General Conditions of the RFQ**

**5.1 Confidentiality** - All materials contained in this RFQ, or later distributed or referred to, including, and without limitation, the descriptions of BRADD and its organization, systems and procedures and features of the new crisis intake center facility design are the property of the Owner, in cooperation with LifeSkills, Inc. The participating Consultant agrees that it will keep all such materials and information in strict confidence within its company on a **need-to-know basis**, and will not provide duplicates of such materials or information or disclose such materials to any person outside its organization without the prior written consent of the Owner and LifeSkills, Inc.

**5.2 News Releases/Public Disclosure** - News releases or public disclosure in any manner pertaining to this RFQ or the selection of the Consultant related to this RFQ shall not be made by any participating Consultant or they will risk disqualification.

**5.3 Cost of Preparing Qualifications** - All costs incurred by any participating Consultant in connection with responding to the RFQ are the responsibility of the submitting Consultant.

**5.4 Other** - The written responses to this RFQ will be an important consideration in the selection process. The Owner, in cooperation with LifeSkills, Inc., at its sole discretion, reserves the right to cancel or significantly modify the terms and provisions of the RFQ if it is in its best interest to do so. If the RFQ is significantly modified or amended by the Owner, in cooperation with LifeSkills, Inc., prior to the submission of the Qualifications, a change in the requested submission date for the Qualifications may be made accordingly.

The submitting Consultant should assume that all terms, and conditions specified in this RFQ and any amendment hereto, and in the Consultant's response to this RFQ, could be incorporated or referenced in the agreement executed between The Owner, in cooperation with LifeSkills, Inc., and the selected Consultant. The selected Consultant will be expected to execute BRADD's Standard Consulting Agreement.

Any acceptance is contingent upon execution of a written agreement suitable to both parties and approved via resolution by the Owner shall not be contractually bound to any Consultant prior to the execution of such written agreement.

## **6. Submission of RFQ Response(s)**

This Request for Qualifications is intended to present the opportunity to demonstrate your ability to perform the tasks required and to present the innovative techniques, processes, methods and approach that your firm will bring to meet the project goals and objectives. The Statement of Qualifications should be brief; it shall provide sufficient information to allow the Owner, in cooperation with LifeSkills, Inc., to evaluate the submitting Consultant's approach, experience, staff and ability to perform the required work. Facsimile (FAX) or email submittals are not acceptable and will be rejected.

Information requested herein shall be furnished completely in compliance with these instructions. The information requested and the manner of submission is essential to permit prompt evaluation of all Qualifications on a fair and uniform basis. Accordingly, the Owner, in cooperation with

LifeSkills, Inc., reserves the right to declare as non-responsive and to reject any Qualifications in which material information requested is not furnished, or where indirect or incomplete answers or information are provided. BRADD shall not be held responsible for any oral instructions. BRADD reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Whenever repetitious requests for information occur anywhere in the RFQ, submitting Consultants need not repeat the information. Reference shall be made to the exact location in the Statement of Qualifications where the information is already recorded.

The cost of services will be established on a lump sum fee basis.

## 7. Questions

All Questions Should Be Directed To:

- All questions must be received in writing on or before October 4, 2024 at 4:00pm CST. Direct in writing to Barren River Area Development District, Anchor Project, 177 Graham Ave, Bowling Green, KY 42101. Email: [info@bradd.org](mailto:info@bradd.org); subject: Anchor Project RFQ.
- BRADD will respond to all questions and will post its response on the Anchor Project landing page on October 7, 2024.
- It is the responsibility of the interested parties to monitor the Anchor Project landing page for any Amendments or Clarifications.

Additional Information:

- All amendments and clarification will be posted on the BRADD’s Anchor Project landing page at: <https://planning.bradd.org/opioid-summit/>
- Interested parties shall have the sole responsibility to monitor the web page to obtain an amendment and clarifications during the entire RFQ process; including site visits dates/times, question/answer dates/times, and proposal opening dates/times.

### RFQ Schedule:

**The RFQ schedule is subject to change at the discretion of the BRADD.**

Key Dates	Event
September 19, 2024	Request for Qualifications (RFQ) Notifications and ad placed for RFQ. Inquiry process begins.
September 19, 2024	Qualification instructions and documents are posted on BRADD’s website for additional interested parties to retrieve.

September 27, 2024	<b>Pre-Submittal Conference at 10am.</b>
October 2, 2024	<b>All questions must be received in writing on or before October 2, 2024 at 4:00 PM CST. Direct in writing to BRADD, 177 Graham Ave, Bowling Green KY 42101. <a href="mailto:info@bradd.org">info@bradd.org</a>; Subject: Anchor Project RFQ</b>
October 7, 2024	<b>BRADD will respond to all questions and will post its response to the BRADD’s Anchor Project landing page on October 7, 2024.</b>
<b>October 15, 2024</b>	<b>Complete RFQ submittals due to BRADD by 2:00 p.m. See Paragraph 11 below for Opening details.</b>
October 23, 2024	<b>Evaluation of RFQ is complete.</b>
October 30, 2024	<b>Evaluation Committee recommends finalists to BRADD Board of Directors.</b>

## 8. Pre-Submittal Conference

A Pre-Submittal Conference is scheduled for September 27, 2024 at 10 AM, CT.

The location will be at the BRADD, 177 Graham Ave, Bowling Green, KY 42101.

All questions must be submitted in writing as noted herein to receive a formal written response. BRADD will not be bound by oral answers provided during any phase of the RFQ process.

Attendance of the Pre-Submittal Conference is not mandatory.

## 9. Proposal Submittal

One (1) original and five (5) fully executed copies of the response and (2) USB Flash Drives must be submitted to warrant consideration by the Owner, in cooperation with LifeSkills, Inc. Each submittal will be evaluated in a manner consistent with the provisions of KRS 45A.735.

To allow for an effective evaluation, the response should include the following elements of information.

**9.1** Identify the Consultant team’s firms and locations. Show ability to perform the required Consultant’s Scope of Services based on the team’s experience obtained from same or similar



public works projects within the last seven years.

**9.2** Provide a staffing proposal including a narrative description, organizational chart of the proposed team and resumes of key personnel. Proposals should include the following

- Identification of key personnel to be utilized for the project.
- Key Personnel's resumes including name title, education, experience references, professional affiliations, certifications, licenses and registrations
- Describe the roles and responsibilities of the key personnel in your staffing proposal
- Number of hours of key personnel to be devoted to the project (by week or month)
- Key personnel's current assignments and the percentage of their time each will devote to each assignment if selected for this project
- Key personnel's office location(s)

**9.3** Disclose the project relationship/contractual arrangement between the Consultant (prime Consultant) and any sub-consultants.

**9.4** Provide examples of past projects that illustrate satisfactory performance based on high quality work, effective use of budget controls, and meeting established deadlines on a consistent basis.

**9.5** Provide references for similar types of facilities. Reference shall include project name, location, square footage, project cost, contact person, email address and telephone number for all representative projects of a similar scope since January 1, 2019.

**9.6** Provide sufficient detail of successful performance relative to new construction of emergency rooms, clinical and mental health, or similar facilities.

**9.7** Provide past experience with LEED or other sustainably benchmarked projects.

**9.8** Provide past experience of successful initiatives that encouraged local, minority-owned, women owned, and small business participation in planning, design, and construction contracts.

**9.9** Provide past experience of successful project delivery utilizing the Construction Manager at Risk model.

**9.10** Provide an outline of your scope of work, including innovative recommendations, or alternative approaches. Provide your resource pool, useful information technology applications, proficient methods of project management (budget, schedule and scope), and approach to quality control.

**9.11** Provide Small and Emerging Business Enterprise status and/or that of any sub-consultants.

**9.12** Disclose all litigation since January 1, 2019 which names the Consultant or any of its member firms as a party.

## **10. Small and Emerging Business Information**

The Owner and LifeSkills, Inc. recognizes the community benefit of creating equal opportunity for all vendors to participate in the County procurement process. The advancement of economic inclusion improves equity, economic mobility and quality of life for all BRADD residents. Accordingly, the Owner, in cooperation with LifeSkills, Inc., will make a good faith effort, and encourage others, to utilize Small and Emerging Business Enterprises and diverse suppliers in all phases of procurement and contracting including formal competitive bidding, multiple quote process and purchase orders.

## **11. Request for Qualification Opening**

**Request for Qualifications are due by October 15, 2024 at 2:00 pm.** All sealed qualifications received after this date and time, for any reason, will be **rejected**. The time clock in the BRADD lobby will serve as the official record of the time and date that sealed qualifications are received and will be the sole factor in determining if qualifications are received in time to be considered. The opening of the sealed qualifications will take place at the Barren River Area Development District, 177 Graham Ave, Bowling Green, Kentucky 42101. The qualification opening will be public.

One (1) original, five (5) copies, and two (2)USB Flash Drives of your Statement of Qualifications must be received by the due date and time listed in the RFQ Schedule above:

**Qualifications sent via USPS, UPS or FedEx should be mailed to:**

Barren River Area Development District  
177 Graham Ave  
Bowling Green, KY 42101  
**Attn: Anchor Project RFQ**

**Qualifications delivered in-person:**

RFQ may be dropped off at BRADD at 177 Graham Ave, Bowling Green, KY 42101 during normal working hours, M-F, 8a - 4:30p CT. Please note the office is closed daily from 12-1pm and closed for state observed holidays. Qualifications delivered in this manner must be in a sealed envelope (non-rigid).

All sealed qualifications must be properly identified with **the submitting Consultant's name** and the **RFQ title on each sealed envelope**.

To warrant consideration, opened proposals are irrevocable for one hundred twenty (120) calendar days. Beyond 120 calendar days, the Consultant will have the option to honor its proposal or submit a written request to withdraw it from consideration.

## **12. Proposal Evaluation and Consultant Selection Process**

The Owner, in cooperation with LifeSkills, Inc., Review Team, will evaluate each Consultant's proposal submitted in response to this RFQ based on the elements previously detailed in Section 9. The Owner and LifeSkills, Inc.'s evaluation process will also include a review of the responsiveness, applicability and overall quality of the response.

## **13. Contract Document between the Board and the Consultant**

The final form of any Contract Document shall be a negotiated agreement between the Owner, in cooperation with LifeSkills, Inc., and the Consultant. If during the negotiation process an impasse is reached between the two parties, the Owner and LifeSkills, Inc. reserves the right to cease negotiations and begin negotiations with the next-highest ranked Consultant.

**14. Evaluation Scoring Sheet**

**Owner's Representative RFQ Score Sheet**

**DATE:**

Specification Paragraph #	Detailed Description	Maximum Points	RFQ Score
9.1	Consultant team’s submission has demonstrated the ability to perform the required Consultant’s Scope of Services based on the team’s experience obtained from same or similar public works projects within the last seven years.	15	
9.2	Consultant's submission demonstrates: Sufficient and appropriate personnel will be devoted to the project; Personnel has necessary experience, licenses and certifications to perform the work required; roles and responsibilities have been clearly and appropriately outlined and will meet the needs of the project; the proposed team will be sufficiently devoted to this project; Consultant has demonstrated the ability to perform the scope of services in an expeditious manner in terms of workload and availability of qualified personnel, equipment and facilities.	20	
9.3	Consultant has adequately listed and defined relationships between the Consultant and any subconsultants, and has proposed a strong network of collaborators to effectively support the project goals.	5	
9.4	Consultant has provided examples of past projects and illustrated satisfactory performance based on high quality of work, effective use of budget controls, consistently meeting deadlines, & providing quality deliverables.	5	
9.5	Consultant has provided the requested references as outlined in the RFQ, including project name, location, square footage, project cost, contact person, mailing address, email address and telephone number for all representative projects of a similar scope since January 1, 2019.	5	

<b>9.6</b>	Consultant has provided sufficient detail of its successful performance relative to the new construction/renovation of an emergency room, clinical and mental health facilities, or similar facilities.	5	
<b>9.7</b>	Consultant has demonstrated past experience with LEED or other sustainability benchmarked projects.	5	
<b>9.8</b>	Consultant summarizes and clearly demonstrates successful past experience or initiatives that encouraged local, minority-owned, women-owned, and small business participation in planning, design, and construction contracts.	5	
<b>9.9</b>	Consultant has demonstrated its history of successful work on projects utilizing a Construction Manager at Risk (CMR) project delivery model.	5	
<b>9.10</b>	Consultant's submission provides a clear outline of its proposed scope of work, including innovative recommendations and/or alternative approaches. Consultant's submission describes an ample resource pool, useful information technology applications, proficient methods of project management (budget, schedule and scope), and a strong approach to ensure quality control.	20	
<b>9.11</b>	Consultant team's submission clearly demonstrates their Small and Emerging Business Enterprise status and/or that of any identified sub-consultants. (Consultant = 10, identified sub-consultants = 5, neither = 0)	10	
<b>Totals</b>		<b>100</b>	