

**Request for Qualifications
Construction Manager-At-Risk Services
Karnes County Jail Expansion Project
Karnes City, Texas**

Written Qualifications are requested and will be received by Karnes County, Attention: Tom Dupnick, Karnes County Auditor, until **10:00 A.M. on Monday, September 7, 2026**, for Construction Manager-At-Risk Services to be performed for the construction of the Karnes County Jail Expansion Project ("Project").

The written Qualifications will be opened and acknowledged at 9:00 A.M. on Tuesday, September 8, 2026 in the Karnes County Courtroom, then taken under review. Applicants will then be ranked and announced in Commissioners Court on September 22, 2026. Award of the contract shall be announced in Commissioners Court on September 22, 2026. The Project is for the construction of the Karnes County Jail Expansion Project. The architect is:

Burns Architecture, LLC.,
305 21st Street, Suite 179
Galveston, TX 77550
Attn: Kenneth C. Burns, AIA
Email: kburns@burn3.com

The project includes new inmate housing and support spaces. The building site is located in Karnes City, Texas. The Project must be constructed to meet applicable codes and standards.

The budget ("Project Budget") for construction cost for the Project is \$29,000,000. The budget is an Owner estimate and may be adjusted; proposers must base qualifications on demonstrated ability to deliver similar work within that scale. Conceptual drawings are attached to this RFQ.

Qualifications shall be delivered or mailed to:

Tom Dupnick
Karnes County Auditor
119 N. Browne
Karnes City, TX 78118

The Construction Manager-At-Risk proposal/selection process shall be governed by - and in accordance with - Chapter 2269 of the Texas Government Code, utilizing the two-step procurement process:

Qualifications shall be bound in 8½"x11" format, 11-point type minimum and limited to a maximum of twenty-five one sided pages tabbed to coincide with the selection criteria listed below. Tab pages do not count in the page maximum. Failure to meet these requirements may be grounds to reject the Offeror's qualification statement in its entirety. Provide 8 copies and submit in a sealed envelope marked "QUALIFICATIONS FOR CONSTRUCTION MANAGER-AT-RISK SERVICES". **"Sealed" means secured with tape.** Karnes County (hereinafter sometimes referred to as "Owner") assumes no responsibility – and will make no payment – for any costs associated with the preparation of a response to this Request for Qualifications. After Qualifications are received, they will be evaluated on the criteria listed below, with final selection to follow.

How to obtain RFQ package: Request electronic RFQ package from: Anna Rodgers, Burns Architecture – arodgers@burns3.com.

Questions regarding procurement may be directed to Karnes County Auditor: Tom Dupnick, tomdupnick@co.karnes.tx.us.

Site Visits at 500 Wall St., Karnes City, TX 78118 may be coordinated with Sheriff Steven Bailey, steven.bailey@co.karnes.tx.us.

Deadline for written questions: August 31, 2026 by 5:00 p.m. CST – submit to arodgers@burns3.com.

Anticipated contract award September 22, 2026. These dates may be modified by Addendum.

Short-listing: Owner will shortlist top firms (typical: 3–5) for interviews or request for proposals. Interviews (if held) will be scored and used in final ranking. After ranking, the Owner will request price/GMP from the top-ranked firm(s) and negotiate terms. Any award will be made by the Karnes County Commissioners Court

Minimum requirements (pass/fail)

- Demonstrated CMAR experience on at least three projects of similar size/complexity (correctional or secured facilities preferred).
- Ability to provide performance and payment bonds in amount adequate for \$29M project (letter from surety required with SOQ).
- No unresolved debarment or disqualification to perform public work in Texas.

Addenda and questions

- All questions must be submitted in writing to arodgers@burns3.com and procurement contact by the questions deadline above. Addenda will be posted/emailed by the Addenda issuance date. Only addenda issued by the Owner/Architect will modify RFQ terms.

Insurance / bonding / contract form

- The selected CMAR must provide proof of insurance and obtain performance and payment bonds as required by the contract. The contract will be based on a standard County form and AIA A133 (or as specified) with Guaranteed Maximum Price amendment. Specific insurance limits, indemnity, and contract terms will be included in the RFQ package and contract documents.

Public information / confidentiality

- Responses are public records under the Texas Public Information Act. If confidential financial documents are submitted, Offeror shall identify each item and request confidentiality per applicable law; final determination shall be made by the Texas Attorney General as applicable.

Communications

- Unauthorized contact with Commissioners Court members or selection committee members regarding this procurement is prohibited and may result in disqualification. All procurement communications must go to the procurement contact or the architect as directed above.

Protests

- Protest procedures will follow Texas statutes and Karnes County policies; notice of protest must be timely and in writing to the County Judge and procurement contact.

Reservation of rights

- The Owner reserves the right to waive minor irregularities, cancel or reissue the RFQ, reject any or all SOQs, and negotiate with the highest ranked firm in accordance with Texas Government Code Chapter 2269.

SUBMISSION INSTRUCTIONS – REQUIRED FORMAT

Step One:

Qualifications shall address the following criteria and shall be weighted as indicated. Other information, if provided, shall be included as appendices at the back of the submitted qualification statement.

Introduction (Executive Summary): 1 page maximum

Tab 1 Previous Related Experience: (30 points, maximum)

- Indicate experience with publicly funded projects of same approximate size and type as the anticipated project.
- Indicate previous experience constructing jail projects in accordance with Texas Commission on Jail Standards regulations.
- Indicate safety record on previous projects.
- Indicate whether Offeror has had construction contracts terminated prior to completion or whether a bonding company surety has had to pay funds under a bond of the Offeror.
- Identify any previous working relationship with the Owner or Architect.

Tab 2 Identity and Location of Offeror: (5 points, maximum)

- Indicate the exact legal name of Offeror, its type of legal organization, its State of organization, its mailing address, the office/business location of the Offeror from which the Project will be managed; and, address Offeror's availability to the Project and the Owner and the response time.

Tab 3 Personnel: (10 points, maximum)

Indicate the following:

- Office/Management Staff – qualifications, registrations, experience.
- On-site Staff including proposed superintendent, alternate superintendent, assistant superintendent, and any other on-site staff proposed – qualifications, registrations, experience.
- Consultants (if any) – discipline, staff size, experience in related projects, location.
- Indicate whether any officer, director, shareholder, partner, proprietor or on-site staff of Offeror have, within the last 5 years, been an officer, director, shareholder, partner, proprietor, or employee of another entity that has engaged in construction operations. Give the name and address of each entity and the period of time affiliated with that entity.

Tab 4 Project Management: (5 points, maximum)

- Indicate the total project approach proposed by your firm to provide necessary Construction Manager-At-Risk services – from contract execution through warranty period – including consultation with the County – and its architect – during and after the design of the Project and during construction.
- Indicate that all major elements of the work on the Project shall, at the expense of the Offeror, be publicly advertised by Offeror; the Offeror shall receive bids or proposals for such work from trade contractors or subcontractors (which may include Offeror) and said bids and proposals shall be received and accepted in accordance with Texas Government Code Chapter 2269.

Tab 5 Project Schedule: (5 points, maximum)

- Indicate the estimated time required to perform necessary Construction Manager-At-Risk services, including pre-construction services and construction timeline, for this project.

Tab 6 References: (Include name, address, and phone number of contact):
(5 points, maximum)

- Indicate (3 minimum) general references who can attest to the Offeror's ability, performance, and safety record.
- Indicate (3 minimum) Texas County Government Officials who can attest to the Offeror's: ability to meet the Owner's needs; ability to maintain budgets; and cooperation with officials.
- Indicate (3 minimum) contractor references who can attest to the Offeror's abilities in handling construction management.
- Indicate (3 minimum) architect references who can attest to the Offeror's abilities in value engineering, cost control, and constructability issues.

Tab 7 Claims/Litigation Disclosure

- List any and all claims, defaults, terminations, or litigation in the past 7 years with a brief explanation and outcome.

Tab 8 Required Forms and Attachments

- Attach a completed conflict-of-interest disclosure; certificate of authority to do business in Texas (if applicable); proof of insurance upon award.

Step Two:

Do not provide the information required in Step Two in your qualification statement submitted in Step One. This information shall only be provided in Step Two of the selection process by firms that are short listed and interviewed. Short listed firms will be notified immediately after short list is compiled.

Provide any additional information you feel is pertinent to the project and selection process.

Cost: (20 points, maximum)

- Indicate the Offeror's proposed fee for Construction Manager-at-Risk services and its estimated price for fulfilling the general conditions of the construction contract. The fee may be expressed as a percentage of the sub-contractor cost and the general conditions cost may be expressed as a stipulated sum on a monthly basis or as a lump sum. This is for informational purposes only and will be adjusted once actual costs are determined. An outline of general conditions cost to be used for estimating purposes will be provided to shortlisted firms. Identify any pre-construction phase fee.
- Indicate any contingency cost you would include in your budget/guaranteed maximum price;
- The County will provide or contract for, independently of the Construction Manager-At-Risk, the inspection services, the testing of construction materials, and the verification of testing services necessary for acceptance of the Project by the Owner if any are required.
- Guaranteed Maximum Price for construction shall be established upon completion of the design documents and bid phase.
- Indicate the pro-rata share of subsequently identified savings to be returned to the Owner.

Interview (25 points maximum)

- Interviews of short-listed firms will be conducted at a date to be determined.

Offerors shall also verify that the Offeror can and will deliver the performance and payment bonds referred to below. In the event that an Offeror cannot make this verification, this may be grounds to reject the Offeror.

After evaluation of the proposals – within 7 days – the County will rank each set of qualifications submitted in relation to the following criteria: Offeror's experience, past performance, safety record, proposed personnel, methodology, availability, proximity to the Project, other such appropriate factors that demonstrate the Offeror's capability to perform the services proposed, Offeror's fee and estimated general conditions cost. The County will select the Offeror that submits the qualifications and costs that offer the best value based on this selection criteria. The County will first attempt to negotiate a contract with the selected Offeror, which, among other things, provides for a fixed contract amount or a guaranteed maximum cost. If the County is unable to negotiate a satisfactory contract with the selected Offeror, it will, formally and in writing, end negotiations with that Offeror and proceed to negotiate with the next Offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked Offerors end.

The Construction Manager-At-Risk shall deliver performance and payment bonds – in amounts whose penal sums shall be equal to the Project Budget – executed with a surety company authorized to do business in the State of Texas not later than the 10th calendar day after the date the Construction Manager-At-Risk executes the contract or provides the guaranteed maximum price.

Offeror understands and agrees that the Owner has the ability to terminate its selection process at any time, and to reject any and all responses, or any and all proposals, and that the Owner has made no representation, written or oral, that it will accept and award on behalf of Karnes County for a contract for this Project. Furthermore, Offeror recognizes and understands that any cost incurred by the Offeror, which arises from its submittal of a response to this RFQ, or subsequent Proposal to the Owner's Request for Proposals, if applicable, shall be the sole responsibility of Offeror.

The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act after a contract is awarded by Karnes County.

Offerors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

WAIVER OF CLAIMS: Each Offeror by submission of a response to this RFQ waives any claims it has or may have against the Architect, its consulting engineers, or any other consultants, and their respective employees, officers, members, directors and partners, and the Owner, its employees, officers, agents, representatives, and the members of Owner's governing body, connected with or arising out of this RFQ, including, the administration of the RFQ, the RFQ evaluation, and the selection of Construction Manager. Submission of qualifications and costs indicates Offeror's acceptance of the evaluation technique and Offeror's recognition that some subjective judgments must be made by the Owner during the determination of qualification. Without limiting the generality of the foregoing, each Offeror acknowledges that the basis of selection and the evaluations shall be made public not later than the 7th day after the contract is awarded by Karnes County, and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.