

Bryan County Board of Education

Request for Proposal

Construction Professional Services

April 28, 2023

The Bryan County Board of Education reserves the right to reject any and all proposals and to waive technicalities.

One or more of the construction projects may be subject to the provisions of the Davis-Bacon Labor Standards, including the provisions of the Davis-Bacon Act, the prevailing wage provisions of the Davis-Bacon “related Acts” and the Department of Labor regulations at 29 C.F.R. Parts 1, 3, and 5._

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Written Submittal to provide Construction Professional Services for the construction of the following projects:

- **An addition and remodel of the transportation facilities in Richmond Hill**

To qualify for consideration, a firm must be prepared to provide the expertise, resources and personnel experience in project planning, cost management, project control, design professional, pre-construction and construction techniques, value-engineering analysis, scheduling, and quality assurance throughout the planning and construction phases of the project.

Project Delivery Method

The Preferred Delivery Method for the Project will be Construction Manager at Risk.

I. Introduction

A. Purpose

The Bryan County Board of Education is considering the services of a Construction Professional Firm (CP/GC) for the construction of various projects as (“The “Projects”). The CP/GC will assume responsibility for project construction cost by issuing a guaranteed maximum price not later than 90% through the design phase. The GMP will be a contractual obligation. CP/GC will also develop an overall project schedule, which will be a contractual obligation. In addition, CP/GC will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule.

The CP/GC will be expected to serve as the design professional for this project.

B. Project Objectives

The CP/GC will function as a Construction Manager-At-Risk (CM@R). During Pre-Construction, the CM@R will be responsible for pricing and value engineering issues, along with issues of the facility’s maintainability and constructability. When design documents for the project have been developed in sufficient detail (approximately 90% complete) the CM/GC will commit to a Guaranteed Maximum Price (GMP) for all construction and site development. The Owner reserves the right to request an alternative additive item for FF&E, which we may ask to be included in the GMP. (The Owner will accept or reject this item prior to finalizing the GMP.) Construction will commence with the release of distinct work packages while the total design documents are being finalized. The CM@R shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost, other factors, and including owner input. The successful CM@R shall not be eligible to bid or enter into contract or subcontract for any of the construction or other services of any nature on the project without the specific approval of the Owner.

In selecting a firm, the Owner will place emphasis on experience of the firm and assigned personnel in providing function on projects of similar magnitude and complexity as the proposed projects. Selection preference will be toward firms oriented to the construction field that have depths of knowledge and resources in principles of general contracting, scheduling, contract coordination and compliance, budget control, familiarity with State, County, and City laws, ordinances, and codes.

C. Project Assumptions

The CM@R firm should prepare the proposal with the understanding that it will commit, at a minimum, Project Superintendent and assistant project assistant.

The CP/GC, as a part of its Preconstruction Services, will assist with developing a strategy for the best approach for the successful completion of the Project. For example, without limitation, CM@R will provide guidance and assistance in the preparation of a schedule and a reliable cost estimate.

D. Insurance Bond/Licensing

Prior to the award of a GMP Contract, the CM@R shall provide the Owner with a 100% performance and payment bond for its faithful performance. Bonding for subcontractors will not be allowed without written acceptance from the Owner.

To protect the interests of the Owner, provide and maintain in effect during the life of the agreement, the following insurance coverings:

1. Worker's Compensation:
 - a. State: Statutory
 - b. Employers Liability:
 - i. \$50,000.00 Each Accident
 - ii. \$50,000.00 Disease Policy Limit
 - iii. \$50,000.00 Disease Each Employee
2. Comprehensive General Liability (including Premises-Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage; X-C/U Explosion, Collapse and Underground Coverage):
 - a. \$2,000,000.00 General Aggregate
 - b. \$2,000,000.00 Products/Completed & Operations Aggregate
 - c. \$1,000,000.00 Each Occurrence
 - d. \$1,000,000.00 Personal & Advertising Injury
 - e. \$1,000,000.00 Fire Damage – Any One Fire
3. Comprehensive Automobile Liability:
 - a. \$1,000,000.00 Combined Single Limits
4. Umbrella Excess Liability:
 - a. \$1,000,000.00 General Aggregate
 - b. \$1,000,000.00 Products/Completed & Operations Aggregate
 - c. \$1,000,000.00 Each Occurrence
 - d. \$1,000,000.00 Personal & Advertising Injury
5. Completed Value/Builders Risk including interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors and covering the entire project including materials stored offsite and materials in transit.
6. Evidence of required bonds and insurance shall be presented prior to the execution of contract; insurance policies to be carried under the agreement

shall not be changed, canceled, or allowed to expire without thirty (30) days prior written notification to the school system. Self-insurance or own maintenance policy will not be acceptable.

7. The CM@R shall be responsible for the payment of any required taxes or fees associated with the execution of the contract. The CM@R shall also be responsible for compliance with all acceptable codes and statutes. All deductibles shall be included within the CM@R responsibilities. All installation and construction work shall be done by subcontractors licensed in the state of Georgia.
8. The CM@R will be required to use the E Verify system and provide documentation to the owner for compliance.

II. General Instructions

A. Building Program

1. General

The projects will be designed and constructed to a level of quality and timeliness that reflects the use of a Public-owned facility.

The projects will include:

- **An addition and/or remodel of the transportation facilities in Richmond Hill**

2. Construction Budget

The total construction budget will be presented to the CM@R prior to each project.

3. Construction Schedule

The CM@R will be responsible for developing the preliminary schedule and coordinating activities to accomplish the scheduled completion of the project.

4. Owner-CM@R Agreement

The contract will be Actual Cost Plus a Percentage Fee. The Project will be Open Book. All savings, including unused contingency, will be returned to the Owner. Firms shortlisted for interviews will receive the contract the Owner intends to use, along with instructions for submitting a Fee proposal. The established fee submitted will be a minimum of 6.0% and a maximum of 9.0% for the project. The fee includes corporate overhead, profit, and General Conditions.

The selected CM@R should expect the contractual fees to be negotiated.

5. Contract

The Contract will be actual cost plus fee not to exceed Guaranteed Maximum Price. The Project will be “open book”, all unused contingency will be returned to the Owner. The Contract will be AIA document A133-2009, and General Conditions AIA A201-2007 as amended by the Owner. A copy of the amended contract will be available upon request.

The CM@R will be responsible for providing a 2-year warranty on the entire project.

Upon completion of the selection process the Owner will issue a letter of intent to enter into contract with the CP firm. Listed below is the process for developing a Guaranteed Maximum Price and signing of the contract:

1. Signing of A-133-2009 without mandatory Amendment #1 including General Conditions AIA-A201-2007.
2. CM@R to Perform a Pre-Construction phase, including schedule, budgets, and estimates.
3. Upon agreement of construction schedule and preliminary cost, CM@R will solicit bids from qualified contractors where a Guaranteed Maximum Price will be generated.
4. Agreement will be signed with A-133-2009 with Amendment #1. This shall constitute a full contract for the project. The previously developed construction schedule will also become a contractual obligation. The signing of the contract will be considered the start of construction. All input prior to Amendment #1 will be considered preconstruction.
5. In the event a Guaranteed Maximum Price cannot be agreed upon by all parties, the CP shall receive \$100.00 in compensation.

B. Selection Process

1. **The selection committee has the right to choose a CM@R candidate solely from the written responses to the RFP.** If interviews are determined to be held, a date will be determined in the future.
2. **Georgia Code Title 50 Chapter 22**
Selection of the CM@R will be a multi-step process. The Owner will generally follow the requirements of Georgia Code Title 36 Chapter 91 with respect to the selection of a CM@R for the proposed project.
3. **Selection Committee**
The selection of a CM@R Firm will be by a selection committee of which members will be appointed by the superintendent of schools.
4. **Written Submittal**
The Selection Committee will receive and review Statements of Qualifications and Performance Data in response to the “Written Submittal for Construction Management Services.” Review of responses by selection committee representatives may result in a shortlist of firms to be interviewed. Responses to the RFP will first be evaluated against a set of weighted criteria to determine those firms most qualified and suited for this project. The Fee Proposal is to be submitted in a sealed envelope with written qualifications. Fee will be a contributing, but not the only factor in the selection. The Owner will then negotiate a contract with the highest-ranked firm. If negotiations are not successful, the Owner will then negotiate with the second-ranked firm, and so on. Qualifications alone will narrow or determine the field to one who may be invited to interview or awarded the contract. **RFP responses will be due on or before May 29, 2023 at 2 p.m. at the Bryan County Board of Education offices.**

C. Proposal Instructions

1. Written Submittals

No submittals will be accepted after the time set for receipt.

The Selection Committee will perform evaluation of the proposal submittals. Submit the qualifications and proposal to the following address:

Bryan County Board of Education
8810 Hwy 280
Black Creek, Ga 31308

Except for submission of questions, discussed further below, proposers shall not contact any elected members or employees of the BOE regarding any aspect of this procurement until after the award of the contract. Contact with the persons mentioned above could be grounds for elimination. Contact only the persons listed below.

Questions relating to the project or RFP may be asked of the Owner:

Trey Robertson
912-851-4000
Email: trobertson@bryan.k12.ga.us

It is the responsibility of each proposer to examine the entire RFP, seek clarification in writing, and review its submittal for accuracy before submitting the document. Once the submission deadline has passed, all submissions will be final. The Owner will not request clarification from any individual proposer relative to their submission, but reserves the right to ask for additional information from all parties that have submitted qualifications.

It is the Owner's intent to limit the cost to proposers in responding to this solicitation, so you are encouraged to be brief and succinct. Page limits for the qualification and proposal submittals are identified. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused proposal submittals that document your firm's suitability for these Projects and understanding of the Project and Owner. Each firm must describe experience if there are multiple firms proposed as one team.

D. Information Regarding Scope of Work During Phases of Project

The construction manager at risk (CM@R) services shall include a preconstruction design phase, and a construction phase. During the design phase, the CM@R will provide cost estimates and cost evaluation, value engineering recommendations, design analysis, constructability reviews and technical input on methods of construction, materials, details, and bidding formats and types of separate bidding packages. Not later than 90% complete design documents, CM@R shall issue a guaranteed maximum price (GMP) backed by a surety bond. The project shall be constructed within this GMP. CM@R shall also develop and maintain a master project schedule. During the construction phase,

which includes any previously awarded early bid packages, CM@R will be responsible for methods of construction, safety programs, general conditions, prequalification of potential subcontractors and bidding of all work, certification of work in place and monthly payment requests, coordination and scheduling of all work of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule. CM@R will assist Owner and A/E team in management and administration of the project except that Owner shall at all times retain complete contractual control of all prime CM@R and A/E contracts, project funds and disbursements.

The CM@R will assume all responsibilities for professional design, cost control, schedule, and quality assurance including normal construction administration responsibilities.

The following is a listing of some of the representative services to be provided by the CM@R:

I. Pre-Construction Phase

- A. Provide professional design services for the project.
- B. Review and confirm Owner's construction budget is correct for the proposed project scope.
- C. Develop the construction budget in accordance with the General Provisions of the contract.
- D. Provide detailed construction cost estimates and cost modeling and reconcile these estimates with the Owner's budget. Evaluate cost for alternate means, methods, materials, and construction methods within specific trades and systems.
- E. Evaluate the design providing an analysis report of alternate constructing methods and materials for potential quality, cost, and schedule enhancements for review by the Owner.
- F. Develop a construction schedule in accordance coordinating activities to accomplish the completion of the project by the earliest date possible within the stipulated construction budget without sacrificing quality.

II. Bidding and Award Phase for Subcontractors

- A. Develop and arrange bid packages. Provide a copy for review and approval by the Owner.
- B. Pre-qualify potential subcontractors and vendors for Owner's approval prior to advertising.
- C. Schedule and conduct pre-bid conferences in conjunction with the Owner's representatives.
- D. Advertise and distribute bidding documents and monitor bidding activity.
- E. Receive questions from bidders; review and comment. Forward questions and comments to owner for incorporation into addenda.
- F. Issue owner's addenda to all known bidders.
- G. Receive bids, review, and analyze tabulated bids and make recommendations of subcontractors. Provide access for the Owner to freely receive all bids.
- H. Validate compliance of scope and cost with GMP.
- I. The CM@R may be allowed to bid on scopes of bid packages provided previous approval is granted by the Owner.

J. If any subcontractors bidding on work are shareholders, partners or any ownership of the CM@R or visa versa, then there should be disclosure to the owner prior to allowing such bids to be submitted.

III. Construction Phase

- A. Develop and maintain a detailed schedule (CPM) including manpower (in hours), delivery, approvals, inspections, testing, construction, and occupancy.
- B. Maintain adequate on-site staff and administration staff to keep project on schedule and up-to-date; provide timely reports.
- C. Schedule and conduct project meetings, safety meetings, and schedule meetings. Record and distribute notes from meetings.
- D. Coordinate the project work with that of the separate contractor for the installation of other work within the project or in proximity of the project. Coordinate the project with such separate contractors in order to assist them to permit each phase of the project to be completed on schedule.
- E. Receive and respond to questions from subcontractors.
- F. Maintain control and ensure conformity to plans. The CM@R is responsible to the Owner for acts and omissions of CM@R's employees, subcontractors and their agents.
- G. Maintain "As-Builts" record set of drawings, specifications, schedule, and real cost estimates.
- H. Conduct, record, and compile a subcontractor punch list prior to the owner creating a punch list.
- I. Maintain daily records of labor force for each subcontractor and weather including temperature.

IV. Warranty Phase

- A. Coordinate and monitor the resolution of the owners "punch-list" items.
- B. Coordinate post-completion activities including guarantees, manuals, close-out documents, training, and Owner's final acceptance.
- C. Provide and coordinate a twenty (20) month joint inspection with the Owner to assure any warranty related issues are taken care prior to expiration of the two (2) year warranty.

E. Schedule of Events

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m. Eastern Time. The Owner reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

EVENT	DATE	TIME
1. Deadline for written questions and clarification on Request for Proposals	May 22, 2023	2 p.m.
2. Deadline for submission of Proposals	May 29, 2023	2 p.m.

III. Qualifications and Proposal Submission Format and Requirements

A. Written Submittal (Request for Proposals or "RFP")

Five (5) bound copies, one (1) unbound copy and one electronic copy on a jump drive of the proposal shall be submitted. Submittal shall be bound using wire binding, three ring binder, etc. Loose files will not be accepted. All reports shall be submitted in a cardboard box. Each submittal shall be identical and include a transmittal letter. Proposers are encouraged to follow the sequence of the Initial Written Submittal in their responses. Responses should be concise, clear, and relevant. Proposer's cost incurred in responding to this Initial Written Submittal is proposers alone and the Owner does not accept liability for any such costs.

Proposal submittals will be received until time and date shown in the Schedule of Events Such proposal submittals must be typed on standard (8 ½" x 11") paper. The pages of the proposal submittals must be numbered. A table of contents, with corresponding tabs, must be included as well to identify each section. Responses are limited to seventy (70) pages (may be less) using a minimum of 10-point Arial font. Any affidavits called for may be included in an appendix and will not count toward the page limit.

The evaluation criteria for the Written Submittal are as follows:

Prerequisite Criteria – Firms must meet the criteria in the bullet points immediately below. Firms that do not meet these criteria are **automatically disqualified** for further evaluation.

- Firm **MUST** have a Safety Experience Modification Rate average of less than 1.0 over the last three years.
- Firm **MUST** have bonding capacity to provide a payment and performance bond for total cost of work.
- Firm **MUST** have a current Builder's Risk Insurance Policy.
- Firm **MUST** have been in business under same name a minimum of 10 years.

Evaluative Criteria – The Selection Committee will evaluate the submittals based upon the criteria listed in the table below. The Owner has judged each major category of criteria to be worth the point value given, as a maximum, in establishing committee rankings of submittals.

Construction Management Plan	20 points
Experience	20 points
Financial Information	20 points
References/Project Experience	15 points
Local Participation	10 points
Personnel/Project Team	10 points
Safety Plan	05 points
Total	100 points

To be considered, prospective contractors must submit a complete response as required herein. Contractors must submit evidence of their abilities and provide complete, thorough, and comprehensive responses and information for each of the following components of the RFP.

The proposal submittal should contain responses to the following questions in the order shown:

1. Construction Professional Plan

- a. Describe your process for efficiently resolving issues and maintaining the project commitments to work collaboratively with the Owner. Provide specific examples demonstrating your ability to solve complex project issues without compromising your team commitments.
- b. Provide your detailed cost management plan for controlling costs on this project within the stated cost limitation during design and construction. Describe your systems and procedures for controlling costs during design and construction.
- c. Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.
- d. Provide your detailed schedule management plan for this project during design and construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.
- e. Provide your detailed subcontractor management plan, including contract document compliance procedures, project accounting procedures, and issue resolution.
- f. Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.
- g. Provide your detailed plan for applying any services identified in Section II not specifically requested by the Owner. Explain the relevance of these services to this project and how they benefit the project.
- h. Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship

i. Services

- Provide a list of services that you normally provide for construction management or general contractor services.
- How would you implement these services to ensure the success of this project?
- Define value engineering and describe your approach to providing value engineering with relevant examples.
- Occasionally, subcontractors and suppliers go bankrupt during the course of a project. What would you do to protect the Owner from being adversely affected by such an occurrence?
- Describe how your firm would assist the Owner in assuring participation by local contractors. Include examples of other projects where you have been successful in meeting similar goals.
- Provide four (4) unique examples of how you applied your services to resolve existing budget, or schedule, or risk issues on projects of similar size and complexity to the one here proposed. (Four examples, total; any combination of examples is acceptable).
- Should the Owner decide to request a Guaranteed Maximum Price, describe the process to be used to obtain a Guaranteed Maximum Price and for providing bonding for the project.

2. Experience

a. Firm Description and Letter of Interest

- Basic company information
- Company name
- Address & Zip code
- E-mail address & Name of primary contact
- Telephone number
- Fax number
- Number of years in business

b. Form of ownership, including state of residency or incorporation: Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure? For joint venture entities that have not completed at least *two* relevant projects, each firm should submit its qualifications separately.

c. Succinctly describe the history and growth of your firm(s).

d. Regarding litigation with Owners, subcontractors, and Architects: List all active or pending litigation and explain.

e. Other than that just listed, has the firm been involved in any litigation in the past five (5) years? List all and explain.

f. List and briefly describe projects that your firm has completed in the past three years that also required pre-construction and construction management services. If applicable, please include the following types of projects:

- **Maintenance, bus barns, and/or transportation facilities**

The owner is especially interested in previous costs per square foot the CP has provided on other similar projects for other board of educations. This includes total building and site costs as well as only building costs.

- g. List five (5) major trade contractor references (company, contact, and phone number). **The selection committee will not appreciate obsolete or inaccurate contact information.**
- h. Provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest. (This disclosure requirement is not about giving the Owner permission regarding our contacting your references. It is about revealing relationships that your company may have with persons not of your company who are directly involved in the decision-making regarding this project. If your company has no conflicts of interest, your statement should affirm that as fact, and you may do so succinctly. The signer of this statement of disclosure should anticipate the following pledge that will be required by the CP Contract: **“The CM@R covenants that it currently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance required under this Contract. The CM@R further covenants that, in the performance of this Contract, no person having any such interest shall be employed or contracted with.”**)
- i. Office Submitting Qualifications
 - If the firm has multiple offices, the qualification statement should include information about the parent company and branch office separately. Identify the office from which project will be managed and that office’s proximity to the project site. Parent company (or general office) financial information as totals will be acceptable IF “parent” (or “general office”) means that it is financially responsible for the liabilities of the branch office. If the parent company is not so responsible, meaning that its financial resources are not available to the office that will perform the contract, it will be misleading to the Owner to offer the financials of any office other than the one with the prospect of a contract with the Owner.

3. Financial Information

- a. List your total annual billings for each of the past three (3) calendar years.
- b. Has the firm ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm?
- c. List the contact persons, addresses, and phone numbers for your insurance carrier and agent.
- d. List the contact persons, addresses, and phone numbers for the firm's bonding company and agent.
- e. What percentage of your firm's work has been negotiated during the past three (3) years?
- f. Supply firm’s Debt/Equity ratio experience for the last five years, with a signed affidavit. Such affidavit may be placed in an appendix and will not count toward your page limit.
- g. One copy of fee proposals shall be submitted within response to this RFQ. The fee proposal form, enclosed, shall be used.

4. References/Project Experience

- j. Relevant project experience includes similar building type (K-12 or post-secondary education and projects in dense urban areas) and delivery method relevant to the type of project to be constructed using CM@R or performing as a general contractor on similar types and sizes of projects. Describe no more than ten (10) and no less than five (5) projects in order of most relevant to least relevant that demonstrate the firm's capabilities to perform the project at hand. If applicable, please include the following types of projects:

- **Maintenance, bus barns, and/or transportation facilities**

- a. For each project, the following information should be provided:
- Project name
 - Project location
 - Dates during which services were performed
 - Physical description (i.e., square footage, number of stories, site area)
 - Brief description of project
 - Services performed by CM@R or GC firm
 - Statement of performance versus owner expectations in the areas of cost, quality, and schedule
 - Provide Costs per square foot for each project including as well as excluding site work.
 - Owner reference
 - Design professional reference
 - Provide amount of Value Engineering used on each project after initial bid.
- b. Provide the one most recent K to 12 project that your firm has completed. Include the total change orders and performance relative to the initial project schedule. For each project, provide the name of an owner's representative (with current phone number) who is most familiar with your performance on the project.
- c. Statement of Why the Proposing Firm Should Be Selected
- This section provides each firm the opportunity to provide specific information that differentiates them from others in the competition. This statement is limited to two pages and is in addition to the 10-page limit above.

5. Local Participation:

- a. Describe how your firm includes local participation from local subcontractors (those within fifty (50) miles of the project). The owner reserves the right to not accept bids from certain known subs both local as well as non-local subs based on previous experiences. There may also be local preferences towards local subcontractors.
- b. Provide a brief history of local participation on past projects.
- c. Provide a list of local projects constructed within one hundred (100) miles of this project and within the state of Georgia. This should be listed by name and address only. If the projects listed here are part of your experience, please note.

6. Personnel/ Project Team

- a. Describe your firm's proposed organization for the construction management team including superintendent, project manager, project director, cost estimator, project executive, etc., who will manage the project. Please designate the following specific people to fill the following key roles in your team:
 - Superintendent
 - Project Manager
 - Project Director
 - Cost Estimator
 - Project Executive
 - Other (please describe, if applicable)
- b. Please provide for each of the above personnel:
 - Current resumes listing relevant project experience. Each resume should include an owner and design professional reference.
 - Percent of time to be committed to this project.
- c. Please identify the person who, *from project start to finish*, will be the leader of your construction team and the principal point of contact between your firm and the Owner, and other consultants. This person's competence, leadership, and ability to achieve customer satisfaction will be heavily considered in the selection of a construction management firm.
- d. Provide an organizational chart showing the lines of responsibility and accountability for your team.
- e. Provide for each of the examples of your experience as prime contractor in constructing facilities similar to this project, which were included in your response to the RFP, the following information:
 - Provide photographs of similar projects your firm/team completed in the past three (3) years.
 - Provide an owner reference familiar with your performance on the project. **It is the proposer's responsibility to ensure that they have listed a current contact with a correct phone number; it is also in your best interest because your selection committee will duly note if it is difficult to trace references that you provide.**
 - Provide a Project Manager reference (if applicable).
 - List the persons who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator. Please note whether this person is still employed with your firm.
 - Indicate those projects that included engineering consultant, and contractor serving a corporate or public client as a team.
 - Provide any additional relevant information.
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7. Safety Plan

- a. Provide your safety plan for this project. Describe your plan for working around existing operations for site access.
- b. Submit a copy of your firm's official safety program. (This does not count toward the page limit.)
- c. Provide your current experience and modification rate. If the three-year average of your modification rating is greater than one (1), it will reduce points to zero for this category.

B. Additional Conditions

The Owner reserves the right to reject any or all proposals received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

- **Confidentiality of Documents:** Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the proponent for disposition or usage by the Owner at its discretion. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.
- **Costs to Prepare Responses:** The Owner assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.
- **Equal Employment Opportunity:** During the performance of this Contract, the CM@R agrees as follows: The CM@R will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. CM@R must have a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the workforce of the firm, or procurement services in connection with this project. An affirmative action plan must be maintained for both work force and procurement practices.
- The Owner does not desire to enter into “joint-venture” agreements with multiple Construction Professional firms. In the event that two or more firms desire to joint-venture, it is strongly recommended that one incorporated firm become the Construction Professional Firm with the remaining firms being consultants.
- The Selection Committee desires to review information on the firm's major consultants. The firm is requested to name principal consultants and submit Statement of Qualifications and Performance Data accordingly, including therein all of the information requested of the firm (including, for example, a statement of efforts which have been or will be made to encourage and solicit participation by qualified minorities).
- Project site visits may be conducted with each of the shortlisted firms prior to their interview.
- The owner reserves the right to select multiple CM@Rs or a single CM@R for the projects listed in this RFP.
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- This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the Owner and does not obligate the Owner to procure or contract for any services. Neither the Owner nor any party submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the Owner and a

party containing such terms and conditions as are negotiated between those parties. The Owner reserves the right to waive non-compliance with any requirements of this Request for Proposal and to reject any or all proposals submitted in responses. Upon receipt and review of responses, the Owner will determine the party(s) and proposal that in the sole judgment of the Owner is in the best interest of the Owner (if any is so determined), with respect to the evaluation criteria stated herein. The Owner then intends to conduct negotiations with such party(s) to determine if a mutually acceptable contract may be reached.

- Any contract awarded will include the required provision of O.C.G.A. 20-2-506. In addition, a termination for convenience provision will be included.
- The requirements of this RFP and proposal submitted in response, as agreed to by the Bryan County Board of Education, shall be incorporated into the contract for services.
- Respondents to this RFP agree to waive any claims they have or may have against the Owner, its employees, agents, members, representatives and legal counsel, arising out of or in connection with the: (1) administration, evaluation, recommendation or selection of any proposal; (2) waiver of any representations under the proposal or documents; (3) approval or rejection of any proposal; and (4) award of a contract.

IV. Interview

Formal Interview Evaluation Criteria

Major Category	Criteria
	Overall impression of key team members (project manager, superintendent, project director, cost estimator, project executive, etc.
	Methodology presented to assure success.
	Ability of principals to engender confidence in the ability of the firm to complete the project within the time and cost budgeted.
	Ability of team members to communicate during the interview process.
	Firm's ability to effectively answer questions and problem solve in meeting.
	Overall impression of the firm.

Interview Format

The firms selected to make a presentation to the selection committee will be notified. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed one hour (5 minutes for setup, 25 minutes for presentation, 25 minutes for questions, and 5 minutes for knockdown). The format of the firm's presentation during the interview session is at the discretion of the proposer; however, firms should be wary of electronic presentations. Any time beyond your five minutes for setup wasted in attempting to make a computer-aided presentation run will **not** be compensated for from the selection committee's 25 minutes for questions. Members of the selection committee will be present during the formal interview. Firms shall not contact any other members of the selection committee.

Final Evaluation

Upon completion of the evaluation process by the Selection Committee, the firms will be ranked in descending order of recommendation.

CM@R FEE PROPOSAL
(Submit In a Sealed Envelope with Project Cost Matrix)

1. CP/GC'S FEE:

Basis of Fee. The CM@R's fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the CM@R as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the CM@R performs all the requirements of the Contract Documents within the time limits established. (See Article 4.1.1 of the General Requirements.) If applicable, the fees and costs should be broken down by each site within a multi-site project.

A. PRECONSTRUCTION FEE:

Pre-Construction Fee. For the pre-construction consulting services provided by CM@R, Owner shall pay to CM@R a Preconstruction Fee:

	TOTAL
Pre-Construction Fee	\$100.00

B. CONSTRUCTION FEE:

Construction Fee. For the construction services provided by CM@R, Owner shall pay to CM@R a Construction Fee.

	PERCENTAGE
Construction Fee	

Attach the "Project Cost Matrix" to this CM@R Fee Proposal in the same sealed envelope.

Proposer

By: _____
Name

Title

Notary Seal

END

PROJECT COST MATRIX <i>All items marked Pre-Con or Const. Services must be included in your fee if you seek payment for these items. However, it is not required that you provide each item. The CM@R will use its common practices to determine which items are necessary for the execution of the work.</i>				
Office Expense	In Pre-Const. Services	Construction Professional Services within fee	Cost of Work	Owner
CP Field Office, Furniture & Furnishings		X		
Office Supplies – Pre-construction	X			
Office Supplies		X		
Field Office Equipment & Maintenance		X		
Owner/Arch Office, Equipment & Utilities		X		
Jobsite Radios/Beepers/Cell phones		X		
Copy Machine & Maintenance – Pre-const.	X			
Copy Machine & Maintenance		X		
Computers, Usage, Software & Maintenance – Pre-const.	X			
Computers, Usage, Software & Maintenance		X		
Fax Machine & Service		X		
Field Office Telephone		X		
Long Distance - Preconstruction.	X			
Long Distance/Local, All		X		
Office Janitorial		X		
Postage & Expressage – Preconstruction.	X			
Postage & Expressage		X		
Plans & Specifications (All printing of plans and specifications)		X		
Scheduling Expenses		X		
Construction Photos & Supplies		X		
Personal Relocation Expenses and Temporary Housing		X		
Job Travel, All		X		
Project Meetings		X		
Construction Trade Training Programs		X		
Record Drawings (As Built)		X		

Advertising (for bids)		X		
Messenger/Runner/Courier		X		
Audit (If Required)		X		
Records Storage		X		
Public Information Program		X		
Testing, Inspection & Quality Control	In Pre-Const. Services	Construction Professional Services within fee	Cost of Work	Owner
Testing Laboratory Services				X
Soils Testing & Inspection				X
Concrete Testing & Inspections				X
QC/QA Manager		X		
Provide NPDES storm water monitoring and maintenance of sediment control associated with construction activity. Include all fines incurred from authorities having jurisdiction.		X		
Provide NPDES weekly and monthly storm water monitoring and turbidity testing.				X
Taxes/Insurance/Fees	In Pre-Const. Services	Construction Professional Services within fee	Cost of Work	Owner
File and obtain permits from authorities having jurisdiction. Coordinate and schedule inspection. (Fees to authorities having jurisdiction shall be paid by the Owner)		X		
Building Permits Fees				X
Special Permits, Licenses, Fees		X		
Utility Connection Fees				X
Operational Permits		X		
Easements				X
Impact Fees				X
Builder's Risk Insurance		X		
Insurance Deductibles		X		
Owner's & Contractor's Protective Insurance		X		

General Liability & Umbrella Insurance for Project		X		
Miscellaneous Insurance		X		
Sales, Use and Gross Receipts Taxes		X		
Performance & Payment Bonds (bonding of subcontractors will not be allowed without owner approval.)		X		
Cost of Temporary Services. Cost of temporary and permanent services . Includes electrical, water, sanitary, and security until owner takes beneficial occupancy.		X		
OHSA, Fines, and Penalties incurred		X		
Construction Managers own legal fees and expenses		X		

Construction Management Labor 00 & 01	In Pre-Const. Services	Construction Professional Services within fee	Cost of Work	Owner
Payroll Tax Fringes on Division of labor	X	X		
Worker's Compensation Insurance	X	X		
Pre-construction. Management Labor	X			
Construction. Management Labor		X		
Safety Officer		X		
General Conditions Labor		X		
Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and the Owner's final acceptance.		X		
Conduct, record, and complete preliminary deficiency list prior to issuance of owner's deficiency list. Coordinate and monitor the resolution of all deficiency items.		X		
Coordinate, monitor and resolve all warranty complaints and latent deficiencies to the satisfaction of the Owner and the Using Agency during the two-year general warranty period.		X		

Fees	In Pre-Const. Services	Construction Professional Services within fee	Cost of Work	Owner
CP Fees (Separately proposed)				
Legal Fees		X		
Construction Equipment , Tools & Services	In Pre-Const. Services	Construction Professional Services within fee	Cost of Work	Owner
Engineering equipment including transits and levels		X		
Field Engineering		X		
Layout Crew, and Exterior		X		
Engineering Supplies		X		
Layout/ Batter boards		X		
Licensed Survey Layout, Baseline ,and benchmarks		X		
Site Surveys & Soils Reports				X
Temporary Sanitation Facilities, Water,		X		
Temporary and Permanent power through construction until owner occupancy		X		
Temporary Storage and protection of materials including Owner purchased items with approved purchase orders.		X		
Dump trucks, rubber tire loaders, sweeps, small tools, and supplies, including dump fees for site cleanup. General site and on-going site and job clean up. Final cleaning is part of this.		X		
Provide portable construction heat, air conditioning, and lighting as required.		X		
Financially responsible for all utilities to the project until the authority having jurisdiction provides temporary permit /certificate of occupancy.		X		
Permanent Construction	In Pre-Const. Services	Construction Professional Services within fee	Cost of Work	Owner
Trade Contract Cost			X	
Self-Perform Labor & Materials			X	
Materials Incorporated into the Work			X	

Continuous and Final Clean-up, Interior and Exterior. Final cleaning except waxing of VCT floors.		X		
Corrective Work: Punch list work and warranty work within the “cost of work” coordinating all corrective work during construction and after Owner’s acceptance shall be within construction management services. It is the CM@Rresponsibility within the fee to complete any item not performed by subcontractor.		X		