

**FAYETTE COUNTY SCHOOL DISTRICT  
REQUEST FOR PROPOSAL  
FOR  
CONSTRUCTION MANAGEMENT AT RISK SERVICES**

The Fayette County School District (FCSD) desires to retain the services of a professional Construction Management firm or firms (CM) for the McIntosh High School Auxiliary Gym Addition and Site Improvements. **The Fayette County School District shall have the right to terminate the relationship with the Construction Management firm at any time without cause.**

The Fayette County School District (hereinafter referred to as Owner) plans to select the most qualified Construction Management Firm or Firms (hereinafter referred to as CM) to enter into a CM at Risk contract for the McIntosh High School Auxiliary Gym Addition and Site Improvements.

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

The services to be performed by the CM will have as their objective the efficient, economical, and timely delivery of the project by managing the construction of the project within the time and cost limitations and within established quality requirements. The services will be performed during the pre-construction phase and construction phase including working with owner and architect in project planning, arrangement of bid packages, bidding and award of the trade contracts and management of construction until occupancy is achieved.

CM contract with owner will be a modified AIA A133-2009, which references and incorporates modified AIA General Conditions.

Responses must be received by the Fayette County School District 245 Booker Avenue, Fayetteville, Georgia 30215 on or before 1:00 PM Eastern Standard Time on June 20, 2023. After which time and date they will no longer be accepted. Late responses will be returned unopened and will not be considered. To be accepted, all responses must be submitted in a sealed package marked "**Proposal for CM at-Risk Services, McIntosh High School Auxiliary Gym Addition and Site Improvements**". Five (5) copies of each proposal must be forwarded or delivered to:

Mike Satterfield  
Fayette County School District  
245 Booker Avenue  
Fayetteville, Georgia 30215

Oral or telegraphic (including FAX) responses are not acceptable.

Project selection timeline:

Contractor Invitations:	May 19, 2023
Proposals Due:	June 20, 2023
Interviews (Phase II)	June 22, 2023
Award Project	June 26, 2023

Please direct all questions regarding this RFP and the program it represents to:

Mike Satterfield  
Fayette County School District  
245 Booker Avenue  
Fayetteville, Georgia 30215  
770-460-3522  
satterfield.mike@mail.fcboe.org

Site visits to inspect the site can be arranged by appointment with Mike Satterfield. It is the responsibility of the respondent to arrange and conduct any site visits necessary to familiarize themselves with existing conditions.

The owner reserves the right to select or reject any and all responses as a result of this Request for Proposal. The owner is not liable for any costs incurred by any person or firm responding to this Request for Proposal.

Respondents agree to waive any claims they have or may have against the Owner, it's employees, agents, members, representatives and legal counsel, arising out of or in connection with: 1) the administration, evaluation, recommendation or selection of any proposal or qualifications; 2) waiver of any representations under the proposal or documents; 3) approval or rejection of any proposal or qualifications; and 4) award of a contract.

**Affidavit: Before any proposal can be considered, the proposer must comply with O.C.G.A. § 13-10-90, et. seq., including but not limited to providing a copy of an affidavit as required by O.C.G.A. § 13-10-91(b)(1). In addition, proposer must comply with the requirements of O.C.G.A. § 50-36-1, et seq.**

## **PROJECT SCOPE**

The Fayette County School District seeks to hire a Construction Management Firm or Firms for the McIntosh High School Auxiliary Gym Addition and Site Improvements. The scope of the project will include the following:

- Phase 1 - Site improvements including demolition of existing stadium concession stand/restrooms, construction of Home and Visitor concession stands / restrooms, and relocation of existing baseball field complex.
- Phase 2 – Construction of 23,500 SQ FT auxiliary gym and six tennis courts.
- School is located at 201 Walt Banks Road, Peachtree City, Georgia 30269.
- Phase 1 construction to begin September 1, 2023.
- Phase 2 of construction to begin June 1, 2024.
- Proposed budget for the project will be \$17,000,000
- Proposed Project Schedule September 1, 2023 – August 1, 2025.

## GENERAL INFORMATION

### 1. Proposal Format:

Proposals must be submitted in the format outlined in this document. Prior to actual evaluation, each Proposal will be reviewed to determine whether or not it is complete. Proposals that do not contain the information requested may not be considered.

Respondents shall use the prescribed format to clearly indicate their experience and qualifications.

### 2. CM Responsibility

The selected CMs will be required to assume total responsibility for all services offered in his/her proposal. The selected CMs will be considered the primary contractor and the sole point of contact with regard to all contractual matters. The selected CMs shall also be required to obtain at least three bids for each bid package (work category), exclusive of the CM's guaranteed maximum price for the individual bid packages (work categories). If any bid packages receive less than three qualified bids, the Owner reserves the right to require rebidding these packages.

### 3. Required Bonds and Insurance

Prior to the award of a GMP Contract, the selected CMs shall provide the owner with a 100 percent performance and payment bond for its faithful performance, pursuant to O.C.G.A. § 36-91-40, et seq.

To adequately protect the interests of the owner, the successful respondent shall procure, and maintain in effect during the life of the agreement, the following insurance coverage:

1. Workers Compensation:
  - a. State: Statutory
  - b. Employers Liability:
    - \$1,000,000.00 Each Accident
    - \$1,000,000.00 Disease Policy Limit
    - \$1,000,000.00 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. General Aggregate: \$2,000,000.00
  - b. Products/Completed & Operations Aggregate: \$2,000,000.00
  - c. Each Occurrence: \$1,000,000.00
  - d. Personal & Advertising Injury: \$1,000,000.00
  - e. Fire Damage - Any One Fire: \$100,000.00

3. Comprehensive Automobile Liability:  
Combined Single Limits: \$1,000,000.00
4. Umbrella Excess Liability:
  - a. General Aggregate: \$1,000,000.00
  - b. Products/Completed & Operations Aggregate: \$1,000,000.00
  - c. Each Occurrence: \$1,000,000.00
  - d. Personal & Advertising Injury: \$1,000,000.00
  - e. Completed Value/Builders Risk including interests of the Owner, Contractor, Subcontractors and Sub-subcontractors and covering the entire project including materials stored off site and materials in transit.

Evidence of required bonds and insurance shall be presented prior to the execution of a GMP 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 by the insurer to the school system via registered mail, return receipt requested.

#### **4. Taxes, Fees, Code Compliance and Licensing:**

The selected CMs shall be responsible for the payment of any required taxes or fees associated with the execution of a contract. The selected CMs shall also be responsible for compliance with all applicable codes, statutes, regulations and rules. All installation and construction work shall be done by sub-contractors, as required, to be licensed in the State of Georgia.

#### **5. Payment:**

The selected CMs shall submit monthly payment applications by the first of each month using AIA G702, AIA G703, and DOE 0263 (Revised April 1999) Continuation Sheets. The selected CMs agree to not submit any monthly payment applications to the owner prior to the execution of AIA Document A133-2009 Exhibit A – Guaranteed Maximum Price Amendment. A copy of the contract is available upon request.

#### **6. References and Proprietary Information:**

Submission of a response authorizes the owner to make inquiries concerning the respondent and its officers to any persons or forms deemed appropriate by the owner.

#### **7. Inquiries:**

Questions that arise prior to the proposal submittal date shall be submitted in writing to both the owner and the architect.

## **SCOPE AND STYLE OF SERVICES TO BE PERFORMED**

In issuing the RFP, it is the intent of the owner that the successful CMs will provide the required services for a fixed fee to be mutually agreed upon by the parties. It is further the intent of the owner that the successful CMs will provide a Guaranteed Maximum Price (GMP) for the cost of the projects to include a Guaranteed Delivery Date (GDD). Owner also intends that the successful CMs accept the following stipulations:

1. Provide Performance and Material and Labor Payment Bonds in the amount of 100% of the GMP, pursuant to O.C.G.A. § 36-91-40, et seq.
2. Individual Trade Contracts will be between the CM and the Trade Contractors, subject to owner approval.
3. The CM will not perform any portion of the project with its own forces except as may be mutually agreed to by the owner and the CM.
4. The CM will be “at risk” in the proposed undertaking and will be responsible for completing the project within the GMP.
5. Should the final cost of the project be less than the GMP, ALL savings shall revert to the owner.
6. At least ten percent of pay applications will be held in retention.
7. The owner shall have the authority to suspend or terminate performance of the project.
8. CM will share the calculations and assumptions on which the CM’s proposed GMP is based.

## **LIST OF REPRESENTATIVE SERVICES TO BE PROVIDED BY THE CM**

### **Project Planning**

The selected CMs are required to work with the owner to plan the project to include:

1. Reviewing ideas and suggestions offered by the owner with regard to feasibility or constructability of design.
2. Evaluate existing designs with the owner and architect with respect to constructability issues.
3. Evaluate value-engineering opportunities with the owner and architect.

### **Bidding and Awarding Phase**

1. Arrange bid packages.
2. Develop requirements to assure time, cost and quality control during construction.
3. Provide a provisional construction schedule to the owner and architect for issuance with the bid package.
4. Identify bidders and generate bidder interest.
5. Schedule and conduct pre-bid conferences in conjunction with the architect and representatives from Fayette County School District.
6. Advertise and distribute bidding documents.
7. Monitor bidder activity.
8. Review and analyze bids and recommend awards.
9. Update schedule.
10. All bids are to be opened publicly.

## **Construction Phase**

1. Maintain on-site staff for construction management.
2. Establish and maintain coordinating procedures.
3. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction and occupancy.
4. Conduct and record job meetings.
5. Prepare and submit change order documentation for approval of the architect and Fayette County School District.
6. Maintain a system for review and approval of shop drawings.
7. Maintain records and submit routine reports to architect and owner.
8. Maintain quality control and ensure conformity to contract documents.
9. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
10. Coordination of post completion activities, including the assembly of guarantees, manuals and the owner's final acceptance.
11. Provide owner with final set of "as-built" construction documents and three sets of close out manuals.



## **SELECTION PROCESS**

The selection process for these services will proceed in three phases. At the completion of the third phase, an AIA Document A133-2009 Exhibit A – Guaranteed Maximum Price Amendment may be negotiated. The following is a summary of the selection process.

### **Phase I - Proposal Evaluation (75 points)**

Interested CM's responding to this Proposal Request must provide the information required to meet the criteria contained in "Response Format and Contents". The committee will evaluate submittals and choose up to five highly qualified CM(s), and will invite them to participate in Phase II of the selection process. The following criteria will be considered in choosing the most highly qualified CM(s):

1. Firm History, Strength, Capability, and Current Projects **(10 points)**
2. Letters of Recommendation **(5 points)**
3. Project Personnel Qualifications and Experience **(15 points)**
4. Project and Claims History **(10 points)**
5. Capability to Utilize Local Contractors **(10 points)**
6. Cost **(25 points)**

### **Phase II – Interviews (25 points)**

The CM(s) chosen as a result of the Phase I evaluation process will be asked to participate in oral interviews. Fees for general conditions, overhead and profit will be discussed as well as local participation of subcontractors. Following these interviews, the committee will tentatively select a CM for the proposed project.

### **Phase III – Negotiation of Fee**

A CM will be tentatively selected for the project after Phase I and II. At this point, the owner and selected CM will begin the process of negotiating the total fee that will be paid to the CM for the project. Total fee includes general conditions, overhead and profit. Each portion of the fee will be clearly delineated out by the CM for the owner. It is the owner's expectation that a competitive fee, in light of current economic conditions, will be presented and ultimately agreed upon by both the owner and CM.

## **Negotiation and Signing of Contract**

Upon completion of Phase III and the determination that the project is feasible and acceptable to the owner, a modified AIA Document A133-2009 contract, as modified by Owner, without Mandatory Amendment #1 will be executed between the selected CM and the owner. A copy of the contract is available upon request. A guaranteed maximum price will be prepared by the selected CM and shall incorporate all costs incurred by the CM for each phase or phases associated with the project. The AIA Document A133-2009 Exhibit A – Guaranteed Maximum Price Amendment shall be submitted to the owner and shall include a preliminary schedule of values, a preliminary schedule of work category bid packages and a preliminary monthly cash flow chart. Upon agreement by all parties on the AIA Document A133-2009 Exhibit A – Guaranteed Maximum Price Amendment, and acceptance of the AIA Document A133-2009 Exhibit A – Guaranteed Maximum Price Amendment by the owner, the Mandatory Amendment #1 will be completed, signed and attached to the contract and shall constitute the full contract for the project. Upon completion of Mandatory Amendment #1, procurement of subcontract bids will commence. In the event an AIA Document A133-2009 Exhibit A – Guaranteed Maximum Price Amendment cannot be agreed upon by all parties, the selected CM will receive no compensation for pre-construction services.

## **SELECTION EVALUATION**

The services being sought under the RFP are considered professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the proposers which will result in an award that is in the best interest of Fayette County School District.

Among the factors to be considered in the evaluation include:

1. The capability of the proposer to deliver the services in an efficient and timely manner;
2. Responses from at least three (3) references for whom the proposer has performed services;
3. Composition and qualifications of the persons designated to form the proposer's staff for the services required under the RFP;
4. Project and claims history.
5. The capability of the proposer to utilize local contractors.
6. Cost

Evaluations will be performed by a committee appointed by the superintendent. Following completion of the initial evaluations (Phase I), up to five firms best qualified will be granted an opportunity to appear before the Evaluation Committee to make an oral presentation and submit to an interview (Phase II).

## **RESPONSE FORMAT AND CONTENTS**

Responses must be submitted in the format outlined in this section. Each response will be reviewed to determine if it is complete prior to actual evaluation. Failure to provide accurate, up-to-date responses to any and all portions of the RFP may result in disqualification without prejudice. The owner reserves the right to eliminate from further consideration any responses that are deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of the owner is that all responses follow the same format in order to evaluate each response fairly. The owner may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided.

Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred.

Each respondent shall provide the owner with five (5) copies of his/her response. Begin each section and subsection as described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly across the bottom of each page.

### **1. Cover Letter**

Each proposal shall include a one-page cover letter at the beginning of the proposal. The cover letter shall include a project title, CM information (including name, address, email address, telephone and fax number), names, email addresses, telephone and fax numbers of persons authorized to provide any clarifications required.

### **2. Overview**

Complete the attached form 1-A.

### **3. Financial Information**

- A. Provide an audited financial statement, balance sheet and income statement for the firm, or firms in the case of a joint venture.
- B. Provide a compliance letter from your bonding company showing consent to provide 100% Performance and Payment Bonds for your services as a Construction Manager.
- C. Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of Georgia.

4. **Project Approach** (Provide the following items in the order listed)
- A. **Relevant Experience:**  
Provide a one-page summary of your relevant experience with similar projects that distinguishes your firm from other firms.
  - B. **Relevant Projects:**  
Complete the attached form 2-A.
  - C. **Pre-construction Services:**  
Provide a one-page description of your approach to providing pre-construction services. Provide Division 1 Specification Sections (Front End) documents to be included in the specification manual along with the Architect's technical specification sections. Pre-construction Services shall also include the complete review and coordination of the final construction documents, for construction means and methods proficiency along with preliminary cost estimates and value engineering comments no later than two weeks prior to bid date for each subcontractor work categories.
  - D. **Schedule Control:**  
Provide a one-page description of your approach to schedule control and specific methods/techniques that you intend to utilize in this project. Include a CPM time line showing the necessary activities and schedule for implementation of this project.
  - E. **Quality Assurance/Control:**  
Provide a one-page description of any formal program that your firm utilizes to ensure quality. Include CM's philosophy and implementation procedures for cooperation with Architect to assure quality documents that will allow for accurate GMP costs.
  - F. **Safety:**  
Complete the attached form 3-A.
  - G. **Project Management:**  
Each respondent shall use the attached form 4-A to list the members of their team. A one-page resume including education, experience on relevant projects and any other pertinent information shall be included for each team member (pre-construction manager, project superintendent, project manager, project executive, or other) assigned to this project. Should respondent's proposal be accepted, the respondent agrees that the Job Superintendent and Project Manager shall not be reassigned until Substantial Completion, as defined by the owner, is reached.

- H. **Project Staffing:**  
Each respondent shall attach a one-page project staffing plan. The plan shall include: 1.) initial staffing showing the percentage of time each staff member is to be assigned to the project team 2.) project organization chart showing a graphic representation of the participants listed as members of the project team and their responsibilities in the program.
- I. **Change Orders:**  
Provide a list of school projects listing the value of the project and a total of all change orders (described) in the last five years. This includes any cost exceeding the GMP. See Attachment 5-A.

## **5. Claims History**

List all litigations, arbitrations and mediations in which the firm has been involved in the past five (5) years. This involves claims for more than \$50,000 made by an owner against the firm or by the firm against the owner and indicates the disposition of each such claim, the name of the owner and the nature of the claim.

## **6. Current Projects**

List all major projects with which the firm is currently involved and identify the firm's role on the project (e.g. contractor, construction manager).

## **7. Affidavit**

Interested CM's shall submit an affidavit in the form of the **Affidavit of Non-Collusion** (see attachment 6-A below) to be included in the Proposal Documents. If the CM is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the Contract for the Project shall also sign the affidavit. If the CM is a corporation or other entity, all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the Contract for the Project shall also sign the affidavit.

## **8. Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the owner, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Superintendent of Fayette County School District, which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the owner may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict, the owner may terminate the contract for default.

Attachment 1-A

**OVERVIEW**

Company Name:

Address:

City/State/Zip:

Telephone:

Fax:

Contact Person:

Branch Office for the Project if Applicable:

Address:

City/State/Zip:

Telephone:

Fax:

Company Officers:

Number of years doing business under this name?

Number of permanent employees?

Have you ever defaulted on a contract?

If so, explain

How many contracts has your firm completed under a GMP arrangement as a CM at Risk **only** within the last five years?

What is your firm's current bonding capacity and bonding rate?



**Attachment 2-A**

**RELEVANT PROJECTS**

List all school projects completed under the firm's name in the last five (5) years.

<b><u>Project Name</u></b>	<b><u>Building Type</u></b>	<b><u>Building Size</u></b>	<b><u>Project Cost</u></b>
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**Attachment 3-A**

**SAFETY**

What is your company policy on drugs?

Who is responsible for your company's safety program?

Describe below your safety program and your safety and experience rating for the past five (5) years.

**Attachment 4-A**

**PROJECT TEAM**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Years With This Firm</u></b>	<b><u>Yrs. Experience In Construction</u></b>
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**Attachment 5-A**

**CHANGE ORDERS**

Provide a list of school projects and include a listing of the value of the project and a total of all change orders (described) in the last five years. Be sure to include in your description the reason for the change order(s) and all fees and costs that was added to the project due to the change order.

Additionally, provide a narrative describing your firm's approach to change orders and what processes you have in place to either eliminate or decrease the number of change orders needed for a project.

**Attachment 6-A**

**AFFIDAVIT OF NON-COLLUSION**

I certify under penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the proposal submitted in response to the Fayette County School District Board of Education has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;
4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program; and
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Name:

Firm Name:

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

Date:

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public

My commission expires: \_\_\_\_\_

**Attachment 7-A**

As part of the review committee's process, respondents are required to submit this completed page for consideration. Failure to do so may be grounds for rejection of proposal.

Project (Estimated Budget based on revised projections)	Proposed Fee* (%)
McIntosh High School Auxiliary Gym Addition and Site Improvements (\$17,000,000)	

\*Percentage based and according to the RFP, page 9, Phase III- Negotiation of fee; the selected CM will negotiate a final fee with the owner before the signing of a contract.

General conditions included in the fee quoted above should include:

- CM Field Office, Furniture Supplies
- Field Office Equipment and Maintenance
- Jobsite Radios and Telecommunications
- Copy Machine and Maintenance
- Computers: usage, software, and maintenance
- Fax Machine
- Janitorial Services (Site and Field Office Bathrooms)
- Postage and Expressage
- Plans and Specifications
- Scheduling Expenses
- Construction Photos and Supplies
- Personnel Relocation Expenses and Housing
- Construction Trade Training Programs
- Record Drawings
- Audit (If Required)
- Records Storage
- Public Information Program
- Testing, Inspection, and Lab Services
- Quality Control / Assurance Manager
- Storm Water Monitoring and Maintenance of Sediment Control
- Insurance Coverage according to stated standards
- Insurance Deductibles
- OSHA Fines and Penalties if Incurred
- CM Legal Fees and Expenses
- Project Meetings
- All Job Travel

**Attachment 7-A (Continued)**

Any general conditions not in the list above, but included in the percentage fee quoted:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List any and all conditions or fees not included in the percentage fees quoted:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to list or include any general condition not contained herein, or negotiated in Phase III of this project, will result in such condition or fees being rejected and may constitute a breach in contract.

_____	_____
Company Name	Representative Name
_____	_____
Email	Date
_____	_____
Signature	