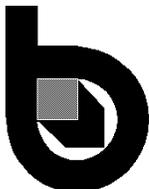


# **BEN HILL COUNTY SCHOOLS**

## **Facility Improvements**

**Request for  
Written Qualifications, Proposal, and Interview to provide  
Construction Management at Risk Services  
April 14, 2021**

James W. Buckley & Associates, Inc., Architects  
423 Pine Avenue, Suite 200  
Albany, Georgia 31702  
Phone: (229) 883-4698  
Fax: (229) 883-0936



## INVITATION TO SUBMIT PROPOSALS

Sealed proposals from construction management firms will be received by the **Ben Hill County Board of Education**, Fitzgerald, Georgia, Owner, in the Office of the Ben Hill County Board of Education, 509 West Palm Street, Fitzgerald, Georgia, 31750, until **2:00 P.M.** prevailing time on **May 20, 2021** for Construction-Management-At-Risk services for the construction of **Ben Hill County School Facilities Improvements**.

There will be a Pre-Proposal Meeting at **10:00 A.M.** on **May 11, 2021**, in the Office of the Ben Hill County Board of Education, 509 West Palm Street, Fitzgerald, Georgia, 31750. Attendance at the pre-proposal meeting is mandatory. Parties not attending the pre-proposal meeting will not be eligible to submit proposals for CM services.

Each proposal shall be submitted on the prescribed Form of Proposal. All blank spaces shall be filled in, in ink or typewritten, in both words and figures, and the certification shall be completed and executed when submitted.

At the time and place noted above, the proposals for the project will be received by the Board of Education. No extension of the proposal period will be made.

Request for Proposals may be obtained at the office of James W. Buckley & Associates, 423 Pine Avenue, Suite 200; P.O. Box 466, Albany, Georgia 31702; Telephone Number (229) 883-4698 or by e-mail at **[gcs@jwbuckley.com](mailto:gcs@jwbuckley.com)**.

Scope of Work: The scope of the project consists of Renovations, Modifications and Additions to properties Owned by the Ben Hill County Board of Education. The projects anticipated to be constructed include: Ben Hill Primary School Modifications, Ben Hill Middle School Modifications, Fitzgerald HS Football Stadium Improvements, including artificial turf on the football field, a new multi-purpose facility, Ag Barn and Board of Education Office Building.

Contract, if awarded, will be based on 'Selection Criteria' defined in the Request for Proposals. No proposal may be withdrawn for a period of sixty (60) days after time and date of opening.

The owner reserves the right to reject any or all bids and to waive technicalities and informalities.

## I. Introduction

### A. Purpose

1. The Ben Hill County Board of Education (“Owner”) is considering retaining a Construction Management Firm (CM/GC) for Construction-Management-At-Risk services for the **Renovations, Modifications and Additions to properties Owned by the Ben Hill County Board of Education. Projects include:**
  - a) Ben Hill Primary School Modifications
  - b) Ben Hill Middle School Modifications
  - c) Fitzgerald HS Football Stadium Improvements, including artificial turf on the football field
  - d) New multi-purpose facility
  - e) New Ag Barn
  - f) Board of Education Office Building.
2. The CM/GC will assume responsibility for project construction cost by issuing a guaranteed maximum price once the construction documents have been completed. CM/GC will also develop an overall project schedule, which will be a contractual obligation. In addition, CM/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.
3. The CM/GC will be expected to work closely with the Architect, James W. Buckley & Associates, Gregory C. Smith, 423 Pine Avenue, Suite 200, e-mail: [gcs@jwbuckley.com](mailto:gcs@jwbuckley.com), Albany, Georgia 31702, Phone: (229) 883-4698, Fax: (229) 883-0936

### B. Project Objectives

1. The CM/GC will function as a CM-At-Risk (CM/GC).
2. During Pre-Construction, the CM/GC will be responsible for pricing and value engineering issues, along with issues of the facility’s maintainability and constructability.
3. When design documents for the project have been completed, the CM/GC, will commit to a Guaranteed Maximum Price (GMP) for all site and facilities improvements.
4. The CM/GC shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost, other factors, and including owner input.
5. 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 project. Selection preference will be toward local construction firms 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

1. The CM/GC firm should prepare the proposal with the understanding that it will commit, at a minimum, a Project Superintendent, one Laborer, and an overall Project Manager. Staffing requirements may be adjusted based on the size and complexity of the individual project(s).
2. The CM/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/GC will provide guidance and assistance in the preparation of a schedule and a reliable cost estimate.

**D. Proposed Section Schedule**

1. The tentative CM selection schedule is as follows:
  - a) Advertise of RFQ/RPF from CM Firms: April 21, 2021
  - b) Mandatory Pre-Proposal Meeting: May 11, 2021
  - c) Receive RFQ/RFP from CM Firms: May 20, 2021
  - d) Review CM RFQ/RFP: May 20, 2021
  - e) Interview CM firms (if applicable): To be determined
  - f) Award CM contract: June Board Meeting

**E. Technicalities**

1. The Owner shall have the sole right to waive technicalities and irregularities in submitted proposals and where deemed appropriate by review committee may pre-qualify, under certain circumstances, firms which fail to meet one or more minimum criteria.
2. The Owner's right to waive technicalities and irregularities or to prequalify firms which fail to meet certain aspects of the minimum criteria shall not be construed as an obligation to do so.

**D. Insurance Bond/Licensing**

1. Prior to the award of a GMP Contract, the CM/GC shall provide the Owner with a 100% performance and payment bond for its faithful performance.
  - a. The CM's performance and Payment Bonds shall be included in the CM's Fee Proposal
2. SubGard Insurance: Construction management firms may, at the construction manager's discretion, provide Subgard Insurance for Trade (Sub) contractors. If SubGard insurance is to be provided, the insurance shall cover all trades.
  - a. The cost of SubGard Insurance shall be part of the Construction Management Fee.
  - b. The cost of the insurance shall be listed on the proposal form as a percentage of the overall cost of the work.
3. Bonding of Trade (Sub) Contractors: Construction Management Firms may, at the Construction Management Firm's discretion, provide bonding for trade (sub) contractors.
  - a. The cost for the subcontractor bonds shall be considered as part of the Construction Management Fee.
  - b. The cost for the bonds shall be listed on the proposal form and shall be stated as a percentage of the overall cost of the work.
4. Evidence of required bonds 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.

**F. Insurance/Licensing/Taxes and Fees:** The Construction Management firm shall 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:
    - 1) \$50,000.00 Each Accident
    - 2) \$50,000.00 Disease Policy Limit
    - 3) \$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. \$5,000,000.00 General Aggregate
  - b. \$5,000,000.00 Products/Completed & Operations Aggregate
  - c. \$5,000,000.00 Each Occurrence
  - d. \$5,000,000.00 Personal & Advertising Injury
  - e. 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.
5. 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.
  - a. Self-insurance or own maintenance policy will not be acceptable.
6. The CM/GC shall be responsible for the payment of any required taxes or fees associated with the execution of the contract. The CM shall also be responsible for compliance with all acceptable codes and statutes. All deductibles shall be included within the CM/GC responsibilities. All installation and construction work shall be done by contractors licensed in the state of Georgia.
7. The CM will be required to use the E Verify system and provide documentation to the Owner showing compliance with requirements of the system.

## II. General Instructions

### A. Scope

1. **Projects:**
  - a) Ben Hill Primary School Modifications
    - (1) Estimated Cost \$1,500,000
    - (2) Project designed and ready to bid
    - (3) Work to be performed Summer 2021
  - b) Ben Hill Middle School Modifications
    - (1) Estimated Cost \$1,800,000
    - (2) Project designed and ready to bid
    - (3) Work to be performed Summer 2021
  - c) Fitzgerald HS Football Stadium Improvements, including artificial turf on the football field
    - (1) Estimated Cost: \$1,250,000
    - (2) Soil borings being performed
    - (3) Design has not yet started
    - (4) Schedule to be determined
  - d) New multi-purpose facility
    - (1) Budget not yet established
    - (2) Conceptual building program 53,000 SF
    - (3) design not yet started
    - (4) Schedule to be determined

- e) New Ag Barn
    - (1) Estimated Cost: Not yet established
    - (2) Design has not yet started
    - (3) Schedule to be determined
  - f) Board of Education Office Building.
    - (1) Estimated Cost: Not yet established
    - (2) Design has not yet started
    - (3) Schedule to be determined
2. **Construction Schedule:** It is anticipated that there will be multiple projects with the overall construction time being approximately 36 Months.
- a) The time indicated in the Request for Proposals is the architect's estimate of time required to construct the project. This time frame is not a contractual requirement.
  - b) The Owner would like the construction of the facility completed as expeditiously as possible. However the Owner is not willing to pay additional monies for the early completion of the project.
  - c) The completion of the construction in a time period of less than the times noted on the RFQ is acceptable provided that the reduced construction time frame does not result in increased costs to the Owner.
  - d) The construction manager shall be responsible for the development of the project *construction* schedule.
- B. Owner-CM/GC 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 contract the Owner intends to use, along with instructions for submitting a Fee proposal.
- 1. The established fee submitted will be a minimum of **8% and a maximum of 12.0%** for the project. This fee shall include all items listed on Project Cost Matrix, including "Pre-Construction Services", "Construction Management Services Within-Fee", corporate overhead, profit, General Conditions, and other services specified in CM RFQ/RFP and required by the project.
  - 2. According to this paragraph "In the event a Guaranteed Maximum Price cannot be agreed upon by all parties, the CM shall **receive \$0.00** in compensation for preconstruction services. The CM firm shall not request, nor shall any monies be due in excess of this amount for services performed prior to the receipt of trade contract pricing and the development of the GMP should the submitted GMP **not** be accepted by the Board of Education.
  - 3. **Guaranteed Maximum Price:** The Guaranteed Maximum Price (GMP) shall include cost of all trade packages, self-performed work packages, contingencies and specified allowances plus the CM's fee.
    - a) The CM's fee shall be based on the sum of cost of all trade packages and self-performed work packages. In calculating the CM's fee the following shall **not** be applied to or included in the calculations of the CM's fee:
      - (1) Contract contingencies
      - (2) Specified allowances
      - (3) The CM's Fee.
    - b) Where unused contingencies and/or allowances are returned to the Owner, the dollars returned to the Owner shall be the value of the unused contingencies and/or allowances plus the CM's Fee.
    - c) When contingencies and/or allowances are authorized to be used, the CM's fee shall be applied to these costs.
  - 4. **Project Contingencies:**
    - a) ALL contingencies (CM and Owner) consist of the 'Owner's' monies.
    - b) CM Contingencies:
      - (1) CM contingency shall be **no more than 2%** of the value of work.
      - (2) The contingency is intended to be for the CM's use to resolve unforeseen conditions only. The contingencies are *not* intended to be used for the following reasons:
        - (a) Issues cause by scope gaps in bid packages

- (b) Correct non-compliant work or complete incomplete work regardless of whether the work in question was performed by the CM or trade contractors.
    - (c) Costs caused by default of contractor, trade contractors or suppliers.
  - (3) No contingency shall be used without the Owner's and architect's prior approval. Failure to request and obtain the Owner's and architect's prior approval, will result in requests for use of contingency funds being denied.
  - (4) All unused contingencies shall be returned to the Owner.
- c) Owner Contingencies:
  - (1) Owner contingency **shall be 2%** of the value of work.
  - (2) The contingency is for the Owner's use only.
  - (3) No contingency shall be used without the Owner's and architect's prior approval. Failure to request and obtain the Owner's and architect's prior approval, will result in requests for use of contingency funds being denied.
  - (4) All unused contingencies shall be returned to the Owner.
- d) Allowances:
  - (1) All specified allowances to be included in the GMP.
  - (2) The allowances are for the Owner's use. None of the allowances shall be used without the Owner's and architect's approval.
  - (3) Unused allowances shall be returned to the Owner.

- C. Contract:** The contract will be actual cost-plus fee not to exceed the Guaranteed Maximum Price. The project will be "open book", all unused contingency will be returned to the Owner. The contract will be AIA Document A-133-2019, as the same may be *amended or supplemented by the Owner/architect*. By submitting a Proposal, Proposer agrees to execute Contract and General Conditions, as amended by *Owner/architect*. Changes to the contract by the CM firm will not be acceptable
1. Upon completion of the selection process the Owner will issue a letter of intent to enter into contract with CM firm.
  2. Listed below is the process for developing a Guaranteed Maximum Price and signing of the contract:
    - a) Signing of A-133-2009 without mandatory Amendment #1, including General Conditions AIA-201-2007.
    - b) CM Perform: Pre-Construction phase, including schedule, budgets, and estimates.
    - c) Upon agreement of construction schedule and preliminary cost, CM/GC will solicit bids from qualified contractors where a Guaranteed Maximum Price will be generated.
    - d) 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.
    - e) Should the provisions of the AIA contract conflict with the provisions of this RFP/RFQ, the provisions of the RFP/RFQ shall govern.
    - f) In the event a Guaranteed Maximum Price cannot be agreed upon by all parties, the CM shall receive a maximum **of \$0.00** in compensation for preconstruction services.

**D. Self-Performed Work:**

1. Prior to establishing bid packages, the CM shall consult with the Owner and architect regarding the CM's intent to bid and self-perform portions of the work.
  - a) The CM is only permitted to submit bids on bid packages where such packages have been approved by the Owner and architect.
  - b) CM shall comply with approval conditions established by Owner and architect.
  - c) The Owner shall have the right to reject the CM's request to self-perform work of bid packages.
2. During the bidding process, the CM shall provide to the architect, a list of trade contractors invited to bid each bid package for which the CM intends to submit a bid.
3. Where CM intends to submit bids for portions of work, the CM shall submit the sealed bids in accordance with the following:
  - a) Sealed proposals shall be submitted to the Owner and Architect no less than 48 hours prior to the time and date established for the receipt of trade contractor bids.
  - b) Bids shall be delivered in person or by certified mail, FedEx or UPS.

- c) Bids shall have no modifications to bid or bid form and shall contain exclusions, qualifications or assumption.
4. At Bid opening, where the CM is submitting a bid for self-performed work, the architect will receive and open the bids from competing trade contractors.

#### **E. Selection Process**

1. **Georgia Code Title 50 Chapter 22:** Selection of the CM/GC will be a multi-step process. The Owner will generally follow the requirements of Georgia Code Title 50 Chapter 22 with respect to the selection of a CM/GC for the proposed project.
2. **Selection Committee:** The selection of a CM/GC Firm will be by a selection committee composed of representatives of the Architect, and the Owner.
3. **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."
  - a. Review of responses by selection committee representatives **may** result in a shortlist of firms to be interviewed.
  - b. Responses to the RFQ will first be evaluated against a set of weighted criteria to determine those firms most qualified and suited for this project.
  - c. The Fee Proposal is to be submitted in a sealed envelope with written qualifications. Fee will be a contributing, not deciding factor in the selection.
  - d. 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.
  - e. Qualifications alone will narrow or determine the field to one who may be invited to interview or awarded the contract.
  - f. If interviews are deemed to be necessary, the date and location of interviews will be determined at a later date.

#### **F. Proposal Instructions**

1. **Written Submittals:** No submittals will be accepted after the time set for receipt. Qualifications and proposals submitted via facsimile, telegraph, or Mailgram will be rejected. Submit the qualifications and proposal to the following address:

**Ben Hill County Board of Education**  
509 West Palm Street, Fitzgerald, Georgia, 31750

2. Except for submission of questions, discussed further below, proposers shall not contact any elected members or employees of the BOE or the Architect 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 RFQ or RFP** may be asked by fax or email to:

Gregory C. Smith, Project Architect  
James W. Buckley & Associates, Inc., Architects  
423 Pine Avenue, Suite 200  
e-mail: gcs@jwbuckley.com  
Albany, Georgia 31702  
Phone: (229) 883-4698; (c) 912-682-7175  
Fax: (229) 883-0936

3. It is the responsibility of each proposer to examine the entire RFQ and 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.

4. 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 curry favor with the reviewers. The Owner is seeking thoughtful, tightly focused qualification submittals that document your firm's suitability for this Project and understanding of the Project and Owner. Each firm must describe experience if there are multiple firms proposed as one team.

#### **G. Scope of Work During Various Phases of Project**

1. The construction manager (CM/GC) services shall include a preconstruction design phase, and a construction phase. During the design phase, the CM/GC 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.
2. CM/GC shall also develop and maintain a master project schedule.
3. During the construction phase, which includes any previously awarded early bid packages, CM/GC 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.
4. CM/GC 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/GC and A/E contracts, project funds and disbursements.
5. The Architect shall retain all normal architectural responsibilities for professional design, cost control, schedule, and quality assurance including normal construction administration responsibilities.
6. Representative services to be provided by the CM/GC during Pre-Construction Phase of Project:
  - a. Review and confirm Owner's construction budget is correct for the proposed project scope.
  - b. Develop the construction budget in accordance with the General Provisions of the contract.
  - c. 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.
  - d. Evaluate the design providing an analysis report of alternate constructing methods and materials for potential quality, cost, and schedule enchantments for review by the Owner and Architect.
  - e. 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.
7. Representative services to be provided by the CM/GC during Bidding and Award Phase of Project:
  - a. Develop and arrange bid packages. Provide a copy for review and approval by the Owner and Architect.
  - b. Pre-qualify potential subcontractors and vendors for Owner's and Architect's approval prior to advertising. A minimum of three (3) subcontractors for each bid package.
  - c. Schedule and conduct pre-bid conferences in conjunction with the Owner's and Architect'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 Architect for incorporation into addenda.
  - f. Issue Architect's addenda to all known bidders.
  - g. Receive bids, review, and analyze tabulated bids and make recommendations of subcontractors.
  - h. Validate compliance of scope and cost with GMP.
  - i. Assist the Owner and architect in evaluating the suitability, experience and financial strength of each trade contractor.

8. Representative services to be provided by the CM/GC during Construction Phase of Project:
  - a. Develop and maintain a detailed schedule (CPM) including man power (in hours), delivery, approvals, inspections, testing, construction, and occupancy.
  - b. Maintain adequate one 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. Forward questions requiring design review to the Architect.
  - f. Maintain control and ensure conformity to plans. The CM/GC is responsible to the Owner for acts and omissions of CM/GC'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 preliminary punch list prior to issuance of Architect's punch list.
  - i. Maintain daily records of labor force for each sub-contractor and weather including temperature.
  
9. Representative services to be provided by the CM/GC during Warranty Phase of Project:
  - a. Coordinate and monitor the resolution of the Architect's "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 and Architect to assure any warranty related issues are taken care prior to expiration of the two (2) year warranty.

### III. Qualifications and Proposal Submission Format and Requirements

- A. Written Submittal (Request for Qualifications or "RFQ"):** Submit One (1) original and nine (9) copies of the qualifications 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.
1. Proposer's cost incurred in responding to this Initial Written Submittal is proposer's alone and the Owner does not accept liability for any such costs.
  2. Such qualifications submittals must be typed on standard (8 ½" x 11") paper. The pages of the qualification submittals must be numbered.
  3. A table of contents, with corresponding tabs, must be included as well to identify each section.
  4. Responses are limited to seventy (70) pages (may be less) using a minimum of 10-point Arial font.
  5. Any affidavits called for may be included in an appendix and will not count toward the page limit.
- B. 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.
1. Firm **MUST** have a safety Experience Modification Rate average of less than 1.15 over the last three years.
  2. Firm **MUST** have bonding capacity to provide a payment and performance bond for total cost of work.
  3. Firm **MUST** have a current Builder's Risk Insurance Policy.
  4. Firm **MUST** have been in business a minimum of 12 years.
  5. Firm **MUST** have a fully staffed, permanent office, located within **one hundred (100) miles** of the project site(s).

**C. 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.

1. Quality and Completeness of Submittal	5	Points
2. Firm History and Information	2	Points
3. Local Experience & Participation	10	Points
4. Project Personnel/Team	10	Points
5. Project Experience/References	15	Points
6. Experience with Owner/Architect	10	Points
7. Construction Management Plan	5	Points
8. Claims History	5	Points
9. Financial/Bonding Information	3	Points
10. Fee Proposal	20	Points
11. Safety Approach	5	Points
12. Distinguishing Factors	10	Points
13. Total	100	Points

**D.** 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.

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

**1. Quality and Completeness of Submittal:**

- a. Letter of Interest
- b. Compliance with prerequisite criteria
- c. Organization and presentation of data
- d. Submission of required supporting forms and documentation
- e. Overall appearance of submittal

**2. Firm History and Information:**

- a. Provide 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. Indicate 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?
- c. Firm History: Succinctly describe the history and growth of your firm(s).
- d. Indicate location of office responsible for the performance of work on this (these) project(s).
- e. 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. Local Participation:**

- a. Location of submitting firm
- b. Distance of submitting firm's home office from project site.
- c. Provide a list of projects completed by CM/GC in Fitzgerald
- d. Provide a list of projects completed by submitting firm in local area (within 50 miles of the project site) of the project.
- e. Describe how your firm includes local participation from local subcontractors (those within fifty (50) miles of the project).
- f. Provide a brief history of local participation on past projects.
- g. Indicate submitting firm's involvement in the local community.

4. **Project Personnel/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, Cost Estimator, Other (please describe, if applicable)
  - b. 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. 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, the Architect, 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 key employee examples of experience in constructing facilities similar to this project:
    - (1) Provide photographs of similar projects your firm/team completed in the past three (3) years.
    - (2) Provide a Project Manager reference (if applicable).
    - (3) List the persons who served as the Project Manager, Superintendent, and Cost Estimator. Please note whether this person is still employed with your firm.
    - (4) Indicate those projects that included architect, engineering consultant, and contractor serving a corporate or public client as a team.
    - (5) Provide any additional relevant information.
5. **Project Experience/References:**
- a. Relevant project experience includes similar buildings and delivery method relevant to the type of project to be constructed using CM/GC or performing as a general contractor on similar types and sizes of projects.
    - (1) Describe **no more than ten (10)** and **no less than five (5) projects** in order of most relevant to least relevant (similar type of construction and a contract dollar amount equal to 75% or more of the proposed project budget) that demonstrate the firm's capabilities to perform the project at hand.
    - (2) For each of the projects listed provide the following information:
      - (a) Brief project description including date that services were provided
      - (b) Guaranteed Maximum Price (GMP)
      - (c) Change orders: List all change orders. Include description and amount
      - (d) Indicate amount of contingency funds returned to owner
      - (e) Project schedule. Indicate if project was completed on time
      - (f) Provide Owner and design professional contact information
  - b. CM/GC References: Provide contact information for a minimum of five (5) clients that may be contacted regarding the performance of the submitting firm on projects completed in the last five (5) years. Contact information shall be provided for Owner and Architect. Indicate project cost, size, and type and date completed.
  - c. Trade References: List five (5) major trade contractor references (company, contact, and phone number).
  - d. 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.
6. **Construction Management Plan:**
- a. Describe your process for efficiently resolving issues and maintaining the project commitments to work collaboratively with the Architect and 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
    - (1) Provide a list of services that you normally provide for construction management or general contractor services.
    - (2) How would you implement these services to ensure the success of this project?
    - (3) Define value engineering and describe your approach to providing value engineering with relevant examples.
    - (4) 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?
    - (5) 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.
    - (6) 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).
    - (7) 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.
7. **Claims History:**
- a. **Legal actions taken against Owners and Architects/Engineers:** List all mediation, arbitration, and/or litigation with which the submitting firm has been involved with project Owner, architects' and/or engineers during the last **five (5) years**. Clearly indicate the nature of the issues and the method by which the issues were resolved. Indicate, in addition to the nature of the issue and the method by which they were resolved, the following: The name of the project, date of construction, name of parties involved in the issue resolution, contact party and phone number of participating firms, and dollar value of issue(s).
  - b. **Legal Action against Trade Contractors and Suppliers:** Other than actions listed above, has the firm been involved in any litigation, mediation, or arbitration in the past **Three (3) years**? List all and explain.
  - c. **Failure to Complete Work:** Has the firm ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm?
  - d. **Stop Work Orders:** Stop Work Orders by Authorities having Jurisdiction: Indicate if submitting firm has, during the last five (5) years, been ordered to stop work by authorities having jurisdiction (local, state, federal regulators, code enforcement officials, Owner or architect). If the response to this is yes the submitting firm shall provide the following information: Name of project, Owner's name, date of issuance of stop work, authority issuing notice, trade affected, length of time stop work order was in place, affect that the stop work had on the project schedule and methods used by CM to mitigate/remove the stop work order.

8. **Financial and Bonds:**
  - a. Describe the financial status of your firm
  - b. Provide reference from firm's primary financial institution
  - c. List your total annual billings for each of the past **three (3)** calendar years.
  - d. Supply firm's Debt/Equity ratio experience for the last **five (5) years**, with a signed affidavit.
    - (1) Ensure that information provided is Debt/Equity Ratio and not Assets/Liabilities
    - (2) Such affidavit may be placed in an appendix and will not count toward your page limit.
  - e. When (if) requested provide, a separate sealed envelope, firm's financial statement
  - f. List the contact persons, addresses, and phone numbers for your insurance carrier and agent.
  - g. List the contact persons, addresses, and phone numbers for the firm's bonding company and agent.
  - h. Provide letter from Surety that submitting firm has the capacity to Bond a **\$5,000,000** project.
  
9. **Fee Proposal:**
  - a. CM firm to submit fee proposal in accordance with the provisions of this section and the attached Project Cost Matrix
  - b. CM shall certify that the fee submitted includes all work noted in the 'Cost Matrix' as being part of the CM fee.
  - c. CM firm to submit firm's bonding rate
  - d. Submitting firm shall not modify the fee proposal form. Failure to comply with this requirement will result in a reduction of the submitting firm's score by 3 points.
  
10. **Safety:**
  - a. Describe your company's approach to Safety Control.
  - b. Provide your safety plan for this project
  - c. Submit a copy of your firm's official safety program. (This does not count toward the page limit.)
  - d. Provide letter from your Insurance Company stating your firm's Worker's Compensation Modification Rate (EMR) for the past **three (3) years**. If the three-year average of your modification rating greater than **1.20** will reduce points to zero for this category.
  
11. **Distinguishing Factors:**
  - a) 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.
  - b) Provide any distinctive elements/features or important information which has not been previously requested and/or presented that may be considered valuable or uniquely qualifying for this particular 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.
  - d) 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 CM Contract: **"The CM/GC 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/GC further covenants that, in the performance of this Contract, no person having any such interest shall be employed or contracted with."**)

**F. Additional Conditions**

1. 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.

- a) 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.
  - b) 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.
  - c) Waiver of Claims: By submitting a Proposal, each Proposer agrees to waive any claims it has or may have against Owner, the Architect and their respective employees, agents, representatives, and legal counsel, arising out of or in connection with the administration, evaluation, recommendation or selection of any proposal; waiver of any requirements under the proposal, documents or contract documents; accept or reject any proposal; and award of the contract.
2. Equal Employment Opportunity: During the performance of this Contract, the CM/GC agrees as follows: The CM/GC 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/GC 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.
  3. The Owner does not desire to enter into "joint-venture" agreements with multiple Construction Management firms. In the event that two or more firms desire to joint-venture, it is strongly recommended that one incorporated firm become the Construction Management Firm with the remaining firms being consultants.
  4. 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).
  5. Project site visits may be conducted with each of the shortlisted firms prior to their interview

#### IV. Interview

- A. Formal Interview Evaluation Criteria:** Upon review of the submittals the Owner/architect will determine if interviews will be conducted. If interview are conducted the following criteria shall apply.

Major Category	Criteria
Interview (If Required)	
	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.

**B. 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 address any questions, prior to the interview, to the selection committee chair. Firms shall not contact any other members of the selection committee.

**C. Final Evaluation**

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

**BEN HILL COUNTY BOARD OF EDUCATION  
FACILITY IMPROVEMENTS**

**CM/GC FEE PROPOSAL  
(Submit In a Sealed Envelope with Project Cost Matrix)**

**1. 1. CM/GC'S FEE:**

Basis of Fee. The CM/GC's fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the CM/GC 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/GC performs all the requirements of the Contract Documents within the time limits established. If applicable, the fees and costs should be broken down by each site within a multi-site project.

2. **PRE-CONSTRUCTION FEE:** For the Pre-Construction Consulting Services provided by CM/GC, Owner shall pay to the CM/GC Firm a pre-determined fee of **\$0.00** for services performed prior to the receipt of trade contract pricing and the development of the GMP should the submitted GMP **not** be accepted by the Board of Education. Should the GMP be accepted the cost of the preconstruction services shall be part of the Construction Management Fee (Paragraph 3) as defined below.

	TOTAL
Pre-Construction Fee	\$0.00

3. **CONSTRUCTION MANAGEMENT FEE:** The CM/GC's Fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the CM/GC Firm as gross monies due for any and all expenses of the Project not included and identified as a COST OF THE WORK, provided the CM/GC Firm performs all the requirements of the Contract Documents within the time limits established. For the construction management services provided by CM/GC, Owner shall pay to the CM/GC Firm a Construction Management Fee as follows:

	PERCENTAGE
Construction Management Fee	

4. **CONTINGENCIES:** Construction contingencies shall be established to cover unforeseen costs incurred during the course of the work or for changes requested by the Owner. The amount to be included in the GMP shall be as follows:

	PERCENTAGE
CM/GC Construction Contingency	2.0%
Owner Contingency	2.0%

5. **PERFORMANCE AND PAYMENT BOND:** 100% Performance and Payment Bonding of the CM-GC Firm (only) shall be considered part of the CONSTRUCTION MANAGEMENT FEE (See Paragraph 3 above). The bond rate shall be as follows:

	RATE (PERCENTAGE)
Performance and Payment Bond Rate	

6. **SUBGUARD INSURANCE:** Contractors may provide, at the contractor's option, SubGuard insurance covering trade (sub) contractors. Should SubGuard insurance be provided, such cost shall be part of the Construction Management Fee (Paragraph 3 above). The CM firm shall indicate the cost for the insurance as a percentage of the overall cost of work and shall be as follows:

	RATE (PERCENTAGE)
SubGuard Insurance	

7. **SUBCONTRACTOR (TRADE) PERFORMANCE AND PAYMENT BONDS:** At the contractor's option, performance and payment bonds covering trade (sub) contractors may be provided. Should bonds be provided, such cost shall be part of the Construction Management Fee (Paragraph 3 above). The CM firm shall indicate the cost for the insurance as a percentage of the overall cost of work and shall be as follows:

	RATE (PERCENTAGE)
Subcontractor/Trade Bonds	

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

\_\_\_\_\_  
 Proposer Corporate Seal

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Typed Name/Title Notary Seal

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

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 Management Services within fee	Cost of Work	Owner
Testing Laboratory Services-IBC Required				X
Soils Testing & Inspection				X
Concrete Testing & Inspections				X
QC/QA Manager		X		
Testing; Other than Code Required		X		
Provide NPDES storm water monitoring and maintenance of sediment control associated with construction activity. Include all fines incurred from authorities having jurisdiction.		X		
Taxes/Insurance/Fees	In Pre-Const. Services	Construction Management 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		<b>X</b>		
Performance & Payment Bonds for CM		<b>X</b>		
Performance and Payment Bonds for Trade Contractors and SubGuard Insurance		<b>X</b>		
Cost of Temporary Services. Cost of temporary and permanent services. Includes electrical, water, sanitary, and security until owner takes beneficial occupancy.		<b>X</b>		
OSHA, Fines, and Penalties incurred		<b>X</b>		
Construction Managers own legal fees and expenses		<b>X</b>		

Construction Management Labor 00 & 01	In Pre-Const. Services	Construction Management Services within fee	Cost of Work	Owner
Payroll Tax Fringes on Division of labor	<b>X</b>	<b>X</b>		
Worker's Compensation Insurance	<b>X</b>	<b>X</b>		
Pre-const. Management Labor	<b>X</b>			
Const. Management Labor		<b>X</b>		
Safety Officer		<b>X</b>		
General Conditions Labor		<b>X</b>		
Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and the Owner's final acceptance.		<b>X</b>		
Conduct, record, and complete preliminary deficiency list prior to issuance of Architect's deficiency list. Coordinate and monitor the resolution of all deficiency items.		<b>X</b>		
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.		<b>X</b>		
Fees	In Pre-Const. Services	Construction Management Services within fee	Cost of Work	Owner
CM Fees (Separately proposed)				
Legal Fees		<b>X</b>		

Construction Equipment & Tools	In Pre-Const. Services	Construction Management 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/Batterboards		X		
Licensed Survey Layout, Baseline, and benchmarks		X		
Site Surveys & Soils Reports				X
Temporary Sanitation Facilities		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 clean up. General and on-going and job clean-up, final clean-up		X		
Provide portable construction heat 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 Management Services within fee	Cost of Work	Owner
Trade Contract Cost			X	
Self-Perform Labor & Materials			X	
Materials Incorporated into the Work			X	
Periodic, Continuous and Final Building Clean-Up, Interior and Exterior, Except for final waxing of VCT.		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/GC responsibility within the fee to complete any item not performed by subcontractor.		<b>X</b>		
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