

February 27, 2023

Subject: Request for Proposals 2226-P: Construction Manager at Risk to Renovate School Building for Public Health Use

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for the Construction Management at Risk with Design contract for a Public Health office and medical building. You are invited to submit a proposal in accordance with the information contained herein.

A mandatory pre-proposal conference will be held **Tuesday, March 14, 2023, at 10:00 a.m. at the proposed project site located at the former East Fayette Elementary School on 245 Booker Avenue, Fayetteville, GA 30215** to provide an opportunity for you to become more familiar with the project, and to ask questions. Companies that attend will be invited to submit proposals.

Questions concerning this Request for Proposals should be addressed to Natasha Duggan, Contract Administrator, in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until **3:00 p.m., Friday, March 24, 2023.**

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Request for Proposals Number: **#2226-P**

Request for Proposals Name: **Construction Manager at Risk to Renovate School Building for Public Health Use**

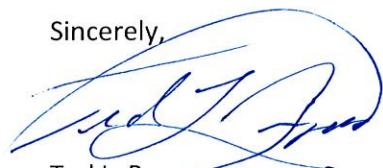
Your envelope *must* be sealed and should show your company's name and address.

Proposals will be received at the above address until 3:00 p.m., Friday, March 31, 2023, in the Purchasing Department, Suite 204. The proposals will be opened at this time. Proposals must be signed to be considered. Late proposals cannot be considered. Faxed or emailed proposals cannot be considered.

If you download this Request for Proposals from the County's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The County cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over the word "Sincerely,".

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS

RFP #2226-P: Construction Manager at Risk to Renovate School Building for Public Health Use

1. **Definitions:**

- a. The term "Contractor" as used in these Terms and Conditions shall be used synonymously with the term "successful offeror."
- b. The term "County" shall mean Fayette County, Georgia.
- c. RFP means Request for Proposals.

2. **Responses to the RFP:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this Request for Proposals. Failure to observe any of the instructions or conditions may result in rejection of the offer.

All of the specifications and information contained in this RFP, unless specifically excepted in writing by the offeror and accepted by the County, will form the basis of the contract between the successful offeror and the County. The offeror should take care to answer all questions and provide all requested information.

3. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening until the date of contract award, unless this timeframe is specifically excepted to in your offer.

4. **Offeror's Questions:** As appropriate, the County will post answers to questions and/or other information concerning the RFP in the form of an addendum on the County's website at www.fayettecountyga.gov. It is the responsibility of the prospective offeror to check the website for any addenda issued for this RFP.

5. **References:** Include with your proposal a list of three similar jobs that your company has completed in the last five years.

6. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the County, in a sealed opaque envelope with the following information written on the outside of the envelope:

- a. The offeror's company name,
- b. The RFP number, which is **#2226-P** and
- c. The RFP name, which is **Construction Manager at Risk to Renovate School Building for Public Health Use**

Mail or deliver one (1) original document, signed in ink by a company official authorized to make a legal and binding offer, 3 paper copies, and a complete copy on a flash drive, to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Request for Proposals Number: **#2226-P**
Request for Proposals Name: **Construction Manager at Risk to Renovate School Building for Public Health Use**

You may submit your RFP in person, by U.S. mail, or by a commercial carrier. Do not submit by facsimile, e-mail, or other electronic means. Once submitted, all documents become the property of Fayette County.

7. **Preparation Cost:** Responding firms shall bear all costs associated with preparing proposals.
8. **Timely Receipt:** Proposals not received by the time and date of the scheduled deadlines will not be considered, unless the delay is a result of action or inaction of the County.
9. **Corrections or Withdrawals:** The offeror may correct a mistake or withdraw a proposal, before the opening date and time by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening date and time only with written authorization from the Director of Purchasing. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

The County reserves the right to waive any defect or irregularity in any proposal received.

10. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the proposal and accepted by the County.
11. **Site Conditions:** Offerors are required to attend the pre-proposal meeting at the project site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
12. **Brand Name:** If items in this RFP have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Unless otherwise stated, alternative products may be considered for award if clearly identified in the proposal. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
13. **Substitutions:** Firms offering substitutions or deviations from County specifications shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the proposal. The absence of such list shall indicate that the proposer has taken no exception to the specifications. The evaluation of proposals and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
14. **Samples:** When the County requires samples, offerors must provide requested samples within the time allotted, and at no cost to the County unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The County will return samples only at the proposer's request, and at the proposer's expense, if they are not destroyed by testing.
15. **Price Evaluation and Scoring:** If the County's instructions for proposal submittal include a base price and alternates, the low price will be determined based on the sum of the base price and any alternates selected by the County.
16. **Trade Secrets – Confidentiality:** If any person or entity submits a proposal that contains trade secrets, an affidavit shall be included with the proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).

17. **Trade Secrets – Internal Use:** In submitting a proposal, the offeror agrees that the County may reveal any trade secret materials contained in the offeror’s submission to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The offeror agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the offeror has designated as a trade secret.

18. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

19. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the County issuing the Notice to Proceed.

20. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.

21. **Insurance:** The Contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:

- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- c. **Worker’s Compensation & Employer’s Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the successful offeror is executed, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

22. **Surety Bond:** All proposing firms shall include a surety bond with their proposal, equal to five percent (5%) of the total amount proposed for the project, including construction. Surety bonds shall be provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570). The surety bond will be in place until a mutually agreed Guaranteed Maximum Price is enacted.
23. **Performance and Payment Bonds:** Once a mutually agreed upon Guaranteed Maximum Price is agreed upon, the successful offeror shall submit performance and payment bonds, each equal to 100 percent of the contract amount, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
24. **Building Permits:** Work performed for the County requiring building permits by licensed Contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the Contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
25. **Assignment of Contract:** Assignment of any contract resulting from this RFP will not be authorized, except with express written authorization from the County.
26. **Indemnification:** The Contractor shall indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
27. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
28. **Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred, or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
29. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a Contractor is unable to deliver the products under the contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contract. In the event any

Contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.

30. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
31. **Breach of Contract:** In the event that the Contractor or a subcontractor should violate or breach contract terms, upon discovery of such violation or breach the County will notify the Contractor in writing. The Contractor or subcontractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. If the Contractor fails to cure the violation or breach within the ten-day time, the County shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The County shall be entitled to any and all damages permissible by law.
32. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. As appropriate, the County will compensate the Contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. Termination shall be without prejudice to any of the County's rights or remedies by law.
33. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.
34. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
35. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

SECTION I

GENERAL OVERVIEW

RFQ #2226-P: Construction Manager at Risk to Renovate School Building for Public Health Use

A. OBJECTIVE

Fayette County is soliciting proposals from qualified contractors experienced in performing Construction Management at Risk (CMAR) projects for the renovation of a former school into a new public health building that will house the Department of Health operations and functions, along with other public health services.

B. INTRODUCTION

Fayette County is located in the Atlanta metropolitan area and is characterized by low density (one-acre being the smallest lot size in the unincorporated County) and slow, controlled growth. The County's 2020 population was estimated by the Atlanta Regional Commission (ARC) to be 119,400 people.

The Department of Health (DPH) provides a variety of important health and supports services to the local community. The DPH is made up of different departments - Environmental Health, Public Health, Women Infants & Children services, and Emergency Preparedness. These departments are currently housed in various different locations across Fayette County. The plan is to bring all the departments together in one location along with the mental health services provided by McIntosh Trail, to serve the needs of the community in an efficient manner.

C. PROJECT DESCRIPTION

The scope of work associated with this Request for Proposals is the delivery of Construction Management Services for the renovation of the former East Fayette Elementary School into a facility for Public Health services, located at 245 Booker Avenue, Fayetteville, GA 30215. Records show the oldest part of the existing building was constructed in 1950. At this time, it is anticipated that the Fayette County Board of Commissioners will contract with the selected firm for construction management & design services for the provision of a new public health building. However, the County reserves the right to consider other contracting strategies at any time during this process.

Construction Management services will include all elements of work related to the renovation and construction of the building and the associated external works. The project does not have any proposed design for the new layout of the building other than what is attached to this document (Exhibit B). The floor plan layout of the various departments and how they can be fitted into the existing spaces will form the initial part of the CM's work. The successful CM will lead the development of the design with the assistance and guidance of the Client Project Manager.

The existing site is made up of several single-story buildings totaling approximately 64,000 square feet. It was used as an elementary school up to the year 2009 and since then has been used as office space and storage facility for the Board of Education. The work will total ***approximately*** 49,000 sq. ft., but is not limited to, external works, exterior improvements, internal demolition, repair, and renovation work including structural modifications, mechanical, electrical, and plumbing modifications, exterior and interior masonry, roofing, doors, windows, hardware, finishes, specialties, fire protection and low voltage electrical systems.

The selected CM will also provide the Architectural and Engineering design services as part of their scope of work. The County requires the CM to provide the usual and customary design services including but not limited to architectural & civil engineering, structural, mechanical, electrical, and plumbing. The design services will include the initial consultation with the end-users for programming purposes, concept designs and all the way through to construction documents. The design professionals should allow for consultation with the various County departments to ensure compliance with all relevant building codes and requirements.

The selected CM will be required to assume total responsibility for all services offered in their proposal. The selected CM will be considered the primary contractor and the sole point of contact with regard to all contractual matters.

The proposed contract includes the "AIA A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Construction where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price" in conjunction with "AIA Document A201-2017 General Conditions of the Contract for Construction."

The proposed contract includes, in the Order of Precedence:

- a) County's Request for Proposals, including all Addenda
- b) AIA A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor
- c) AIA Document A201-2017 General Conditions of the Contract for Construction

D. PROJECT TIMELINE:

Issue RFP	February 27, 2023
Mandatory Pre-Proposal Conference	March 14, 2023
Questions due	March 24, 2023, by 3PM
Final Addenda issued	March 27, 2023
RFP Responses due	March 31, 2023, by 3PM
Interviews (if required)	April 14, 2023
Board Approval	May 11, 2023
Contract Date	May 2023
Agree GMP	October 2023
Board Approval	November 2023
Start Building Construction	December 2023

E. SELECTION PROCESS

The selection process is made up of the following parts:

Proposing companies will submit their proposal detailing their previous experience in similar projects and for managing and delivering a successful project. The proposals will be reviewed and scored by the project selection committee made up of Fayette County Employees.

The second part is the submission of pricing information containing the proposed Construction management fee %, the proposed General Conditions and General Requirements costs, and their pre-construction costs along with the Architectural and Engineering Design costs. A presentation and interview, if deemed necessary, may form part of the selection process. Interviews will last for a maximum of one hour.

The Owner reserves the right to reject any and all proposals and to waive technicalities and formalities, and to award the contract in the best interest of the Owner. The Owner will evaluate each RFP, make an evaluation of the firm's Proposals and then make a contract award decision prior to disclosing the contents of the proposals in accordance with Georgia State law.

SECTION II TECHNICAL MERIT

- 1. Cover Page:** Include the Request for Proposal number (#2226-P) and title (Construction Manager at Risk for Public Health Building with Design). Also include your firm's name, address, telephone number, fax number, and e-mail address.
- 2. Table of Contents**
- 3. Required Documents:**
 - a. Company Information Page
 - b. Contractors Affidavit under O.C.G.A. 13-10-91(b)(1)
 - c. Certificate of Absence of Conflict of Interest
 - d. List of Similar Projects
 - e. Exceptions & clarifications
 - f. Signed Addenda if any are issued
 - g. Surety Bond

4. Firm History and Capability:

Provide the following basic company information (please limit to two pages not including Company Information page provided):

- a. Address of corporate and branch offices. State which office location would be responsible for the management of this project. Responsible office shall be within a 100-mile radius of the project site.
- b. Form of ownership and number of years in business (corporate and responsible branch office).
- c. Organizational chart of the company indicating structure and depth of resources
- d. Number of employees by professional discipline and location.
- e. Design sub-consultants (if design services are not in-house).
- f. Litigation history for the past five years.
- g. Safety record ratings for the past five years – TRIR rate.

5. Relevant Experience:

Each Offeror shall submit three similar construction or renovation projects of \$7,000,000+ construction value completed by the Contractor in the last 5 years (more recent projects of similar scope will be given more consideration than older projects). At least one of the submitted projects shall be a similar medical or office construction or renovation. Each selected project should be similar in size, budget, and scope to the public health project. Projects should also be representative of team member experience. For each project, the following information shall be submitted:

- a. Name of the project, including telephone number and e-mail of the representative of the architect in charge of construction contract administration.
- b. Name, telephone number and e-mail of the representative of the Owner
- c. Square Foot Area of the project
- d. Construction cost of the project including any change order amount total
- e. Schedule Information including contract execution date and substantial completion
- f. Contract Delivery Method
- g. Any design responsibilities.
- h. Proposed team members that participated on each project and their respective roles

6. Project Personnel:

- a. Organizational chart of the team with titles and roles of key team members and design sub-consultants.
- b. Resumes of each key team member indicating relevant experience. At a minimum, positions should include Executive in charge, Preconstruction Services Manager, Construction Project Manager, Chief Estimator, and Construction Superintendent(s). Should your company be selected for interview, the individuals submitted as your key team members will be expected to participate in the selection committee interviews.
- c. Current and planned availability for each proposed team member, percentage of time each will spend on the project, and length of commitment for each.

7. Financial Information:

- a. Bonding Company Information
Provide contact information for your bonding company, a letter from the surety indicating bonding capacity, and the A.M. Best rating for the surety. Inability to bond the project will mean disqualification of respondents.
- b. Provide last three fiscal years of financial statements and current Dun & Bradstreet report. If you want your financial information to remain confidential, refer to General Terms and Conditions #17 for instructions.

8. Project Approach:

- a. Preconstruction and Design Services:
Provide a brief description of your approach to managing the development of the design and the required preconstruction services for this project. Your description should include the following at a minimum:
 - i. Examples of successful management tools and techniques
 - ii. Process for the development of design and the required stages
 - iii. Process for budgeting and estimating costs
 - iv. Schedule development and adherence
 - v. Process for establishing the GMP
 - vi. Any issues of special concern for this project
- b. Construction Services:
Provide a brief description of your approach to managing construction services for this project to ensure that the project will be completed on time within the prescribed budget and quality levels. Your description should include the following at a minimum:
 - i. Role of home office
 - ii. Budget Control
 - iii. Quality Control
 - iv. Schedule Control
 - v. Project Accounting
 - vi. Safety
 - vii. Change management
 - viii. Subcontractor procurement
 - ix. Other value-added additional services provided which contribute to this project
- c. Project Schedule:
The proposers should include a proposed Project Schedule which clearly shows the steps necessary from initial design stages through to substantial completion. This schedule should accompany the Proposal.

EVALUATION CRITERIA

The Fayette County Purchasing Department is the facilitator for issuing this RFP and all communications during procurement shall be through the Purchasing Department. Award will be made to the firm whose proposal is most advantageous to the county, with price and other factors considered. An Evaluation Committee will review and evaluate proposals, including technical merit and proposed prices.

Technical Merit: Evaluation scores will be based 60% on technical merit of the proposal (please see items 4 – 8 in the Response Requirements section above) and 20% on pricing, 20% on presentations (if needed) as follows:

	<u>Maximum points</u>
i) Firm history & capability	10
ii) Relevant Experience	10
iii) Project Personnel	15
iv) Financial Information	5
v) Project Approach	<u>20</u>
Total Technical Merit Points	60

Price: The remaining 20% of your score will be determined by your proposed price, as compared to other responding entities. Proposed prices will be assigned points via use of a “variance” weighted method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Proposals’ price scores will be calculated based on the variance of their prices from the lowest offered price.

Presentations: The County may, at its discretion, choose one or more of the best-scoring firms to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly, by up to a maximum of 20 points.

SECTION III

PRICING OF PRE-CONSTRUCTION DESIGN & ENGINEERING COSTS, FEE PROPOSAL, GENERAL CONDITIONS AND GENERAL REQUIREMENTS

Complete and execute the Fee Proposal Form (Exhibit “A”) including Fee Proposal, the Pre-construction costs including the Architectural & Engineering Design fees and the Anticipated Part 1 General Conditions and Part 2 General Requirements Breakdown. No lines are to be left blank on any of these forms. If there is no associated cost, then put \$0.00 for those items.

Submit Fee Proposal Form (Exhibit “A”) in a separate sealed envelope.

COMPANY INFORMATION

RFQ #2226-P: Construction Manager at Risk to Renovate School Building for Public Health Use

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email Address: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#2226-P:
Construction Manager at Risk to Renovate School Building
for Public Health Use

Name of Project

Fayette County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2023 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work
For Fayette County RFP #2226-P

*Required for each contract or arrangement to prepare or develop specifications or requirements
(O.C.G.A. § 36-80-28)*

The undersigned Consultant, who is entering into a contract or arrangement with Fayette County, Georgia (the County) to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said County certifies that:

1. Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of the County, as may be related to the project.
2. Consultant discloses below any material transaction or relationship currently known to Consultant that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Consultant, or the Consultant's employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. Consultant shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
4. Consultant acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

Signature of Contractor's Authorized Official

Printed Name & Title of Authorized Official

Date

EXCEPTIONS TO SPECIFICATIONS

RFP #2226-P: Construction Manager at Risk to Renovate School Building for Public Health Use

Please list below any exceptions or clarifications to the specifications of this RFP. Explain any exceptions in full.

[illegible]

COMPANY NAME: _____

REQUEST FOR PROPOSAL EXHIBIT "A"
FEE PROPOSAL FORM

A. Fee Proposal

The proposing firm shall propose a Construction Management "at Risk's" Fee (fee shall be for profit and overhead) **to provide the construction management services outlined herein and as further described in "AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Construction where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price" in conjunction with "AIA Document A201-2017 General Conditions of the Contract for Construction."**

The fee shall be proposed in the form of a percentage that will be applied to the Construction Estimate listed below. As part of the Guaranteed Maximum Price Proposal, to be submitted at a later date, this Fee will be converted to a lump sum amount. The Cost of the Work shall include all requirements as defined in "AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Construction where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price".

In this Request for Proposal, the Offeror is not being requested to establish the Cost of the Work, only the Construction Manager "at Risk's" Fee. Offerors shall use the "estimated cost of the work" shown below in determining the Construction Manager "at Risk's" Fee that is being proposed. Offeror shall provide the information requested below, in the format shown, and include this information in the Price Section of the Proposal. All this information is to be included in a separate sealed envelope as outlined in the Request for Proposal.

Fee Schedule to be based on Construction Estimate of \$10,000,000

Name of Submitting Firm: _____

Construction Management Fee %: _____

Pre-construction & Design Costs: \$ _____

General Conditions & General Requirements: \$ _____

Proposal Submitted By:

Name: _____ **Title:** _____

Part 1 - GENERAL CONDITIONS										
Item	ITEM DESCRIPTION	A. Quantity	Unit	B. Unit Labor	C. Labor (A x B)	D. Unit Mat.	E. Material (A x D)	F. Unit Sub	G. Sub (A x F)	H. Total (C + E + G)
	JOBSITE STAFF									
1.01	Project Executive		Weeks		0		0		0	0
1.02	Project Manager		Weeks		0		0		0	0
1.03	Assistant Project Manager		Weeks		0		0		0	0
1.04	Site Superintendent		Weeks		0		0		0	0
1.05	Quality Control Manager/Loss Control		Weeks		0		0		0	0
1.06	Scheduler		Weeks		0		0		0	0
1.07	Safety Coordinator		Weeks		0		0		0	0
1.08	Cost Estimator		Weeks		0		0		0	0
1.09	Assistant Cost Estimator		Weeks		0		0		0	0
1.10	Purchasing Administration / Accountant		Weeks		0		0		0	0
	PROJECT TRANSPORTATION / TRAVEL									
1.11	Project Manager Vehicle / truck expense		Weeks		0		0		0	0
1.12	Superintendent Vehicle / truck expense		Weeks		0		0		0	0
1.13	Vehicle / Truck Maintenance		Weeks		0		0		0	0
1.14	Project related travel / subsistence expense		Weeks		0		0		0	0
1.15	Relocation / lodging expenses		Weeks		0		0		0	0
1.16	Other (Describe)		Weeks		0		0		0	0
	TEMPORARY FACILITIES									
1.17	Site Office		Weeks		0		0		0	0
1.18	Mobilize / Demobilize		Item		0		0		0	0
1.19	Telephone to site office		Weeks		0		0		0	0
1.20	Computers to site office		Weeks		0		0		0	0
1.21	Software licenses		Item		0		0		0	0
1.22	Photocopiers to site office		Weeks		0		0		0	0
1.23	Fax Machine to site office		Weeks		0		0		0	0
1.24	Site Office Supplies		Item		0		0		0	0
1.25	Site office Radios		Weeks		0		0		0	0
1.26	Office furniture to site office		Weeks		0		0		0	0
1.27	Site Toilets		Weeks		0		0		0	0
1.28	Temporary Power (Site Office Only)		Weeks		0		0		0	0
1.29	Temporary Water and Ice (Site Office)		Weeks		0		0		0	0
	PART 1 - TOTAL				\$ -		\$ -		\$ -	\$ -

PART 2 - GENERAL REQUIREMENTS		A. Quantity	Unit	B. Unit Labor	C. Labor (A x B)	D. Unit Mat.	E. Material (A x D)	F. Unit Sub	G. Sub (A x F)	H. Total (C + E + G)
Description										
CONSTRUCTION TEMPORARY FACILITIES										
2.01	Small Tools & Supplies		Weeks	0		0		0	0	
2.02	Temporary Tool Storage		Weeks	0		0		0	0	
2.03	Temporary stairs and ladders		Weeks	0		0		0	0	
2.04	Temporary Hoist Facilities		Weeks	0		0		0	0	
2.05	Protect & Maintain hoist		Weeks	0		0		0	0	
2.06	Hoist Signal System		Weeks	0		0		0	0	
2.07	Operator Hoist time		Weeks	0		0		0	0	
2.08	Scaffolding		Weeks	0		0		0	0	
2.09	Crane Rentals		Weeks	0		0		0	0	
2.10	Crane Operator		Weeks	0		0		0	0	
2.11	Storage Trailer		Weeks	0		0		0	0	
2.12	Laydown Yard Rental		Weeks	0		0		0	0	
TEMPORARY UTILITIES										
2.13	Temporary electrical power		Months	0		0		0	0	
2.14	Temporary water		Months	0		0		0	0	
CLEAN UP										
2.16	Trash Haul-Off/Dumpster		Pulls	0		0		0	0	
2.17	Daily Clean-up		Weeks	0		0		0	0	
2.18	Final Cleaning		Unit	0		0		0	0	
2.19	Laborers		Weeks	0		0		0	0	
PROTECTION & SAFETY										
2.20	Safety Equipment/First Aid		Months	0		0		0	0	
2.21	Fire extinguishers		Months	0		0		0	0	
2.22	Protect finishes		Weeks	0		0		0	0	
2.23	Temporary site fences & barricades		Months	0		0		0	0	
SECURITY										
2.24	Job Site Security		Weeks	0		0		0	0	
2.25	Watchman/Security		Weeks	0		0		0	0	
MISCELLANEOUS										
2.26	Progress Photographs		Item	0		0		0	0	
2.27	Project Sign		Item	0		0		0	0	
2.28	Ceremonies - ground breaking etc.		Item	0		0		0	0	
2.29	Close out Documents		Item	0		0		0	0	
2.30	Commissioning		Item	0		0		0	0	
PERMITS / INSURANCES / BONDS										
2.31	Building Permit	BY CLIENT								
2.32	Testing & Inspections	BY THIRD PARTY								
2.33	General Liability Insurance		Item	0		0		0	0	
2.34	Worker's Comp Insurance		Item	0		0		0	0	
2.35	Comprehensive Auto Liability		Item	0		0		0	0	
2.36	Umbrella Excess Liability Insurance		Item	0		0		0	0	
2.37	Performance & Payment Bonds		Item	0		0		0	0	
PART 2 - TOTAL					\$ -	\$ -		\$ -	\$ -	

SUB-TOTAL - GENERAL CONDITIONS & REQUIREMENTS

ADD OVERHEAD & PROFIT %

GRAND TOTAL - GENERAL CONDITIONS & REQUIREMENTS	\$ -
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