

November 4, 2024

Subject: Request for Proposal 2506-P: Fayette County Multi-Use Recreation Building - CMAR

Gentlemen/Ladies:

Fayette County, Georgia is seeking qualified Contractors to submit a proposal for the construction of the proposed new Fayette County Multi-Use Recreation Building. The project delivery method will be Construction Manager at Risk. This project is a 45,645sqft building with sports courts, a walking /jogging track, a community kitchen, community meeting rooms, multipurpose rooms, offices, changing rooms, and support spaces. You are invited to submit a proposal in accordance with the information contained herein.

The project is located at 980 Redwine Road, Fayetteville and will replace the existing Kiwanis Park facility. The demolition and removal of the existing Recreation Building will be carried out by the County prior to the start of the project.

A mandatory pre-proposal conference will be held Tuesday, December 3, 2024, at 10:00 a.m. at the project site located at 980 Redwine Road, Fayetteville, GA 30215 to provide an opportunity for you to become more familiar with the project, and to ask questions. Please note that this is not a mandatory conference/walkthrough, however no additional walkthroughs are planned so attendance is highly recommended.

Questions concerning this RFP should be addressed to Michelle Sampson, Buyer/Contract Coordinator, in writing via email to msampson@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 2:00 p.m., Friday, December 6, 2024.**

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

RFP Number: **2506-P**
RFP Name: **Fayette County Multi-Use Recreation Building - CMAR**

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., Wednesday, December 18, 2024, in the Purchasing Department, Suite 204. 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 Proposal from the County's website, it will be your responsibility to check the website 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,



Ted L. Burgess
Chief Procurement Officer

GENERAL TERMS AND CONDITIONS
RFP 2506-P: Fayette County Multi-Use Recreation Building-CMAR

1. **Definitions:**
 - a. **RFP:** Request for Proposals.
 - b. **Offeror:** A company or individual who submits a proposal in response to this RFP.
 - c. **Successful Offeror:** The offeror that is awarded a contract.
 - d. **Contractor:** The Successful Offeror, upon execution of the contract.
 - e. **County:** Fayette County, Georgia.

2. **Preparation of Offers:** 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 proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the Offeror and such exceptions being included with the offer, 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. **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.

4. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the County, in a sealed opaque envelope. **Price schedules** shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original, unbound (NO STAPLES) proposal, signed in ink by a company official authorized to make a legal and binding offer, 5 bound paper copies, and a copy on a flash drive (do not include pricing on flash drive) to:

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

RFP Number: **2506-P**
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5. **Timely Receipt:** Offers not received in the Purchasing Department by the time and date of the scheduled proposal opening will not be considered.

6. **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 (90) days from the date of the opening to the date of award.

7. **Corrections or Withdrawals:** The Offeror may correct a mistake or withdraw a proposal before the

proposal opening date by sending written notification to the Chief Procurement Officer. Proposals may be withdrawn after the opening only with written authorization from the Chief Procurement Officer.

8. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any proposal received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
9. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or 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 Georgia law at O.C.G.A. § 50-18-72 (A)(34).
10. **Site Conditions:** Offerors are urged to visit the 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.
11. **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.

12. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the County. Accordingly, to ensure that sufficient information is available, the Offeror may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its proposal. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the County. The County further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
13. **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.

14. **Non-Collusion:** By responding to this request for proposals, the Offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other Offeror submitting a separate response to this request for proposals and is in all respects fair and without collusion or fraud.
15. **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.
16. **Ability To Perform:** The Offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience, and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, the County may reject the offer.
17. **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 a written Notice to Proceed.
18. **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.
19. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
20. **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.
21. **Indemnification:** The Contractor shall indemnify and save the County and all its officer, 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 by 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, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted 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.
22. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the County.
23. **Insurance:** The Successful Offeror 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:

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

Before a contract is executed with the Successful Offeror, 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. Certificates shall list an additional insured as follows:

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

24. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the Construction Estimate. Bid bonds shall be provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570). The federal Dept. of the Treasury's Listing of Certified Companies can be found at http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm. The AIA 320-210 Bid Bond document should be used.
25. **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).
26. **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.
27. **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. Termination shall be without prejudice to any of the County's rights or remedies by law.
28. **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.
29. **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.

30. **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.

ADDENDA ACKNOWLEDGEMENT

Use form below for future addenda as they occur.

The receipt of the following addendum or addenda is acknowledged:

Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____

ADDENDUM RECEIPT:

WITNESSED: _____

**SECTION I
GENERAL OVERVIEW**

RFP 2506-P: Fayette County Multi-Use Recreation Building-CMAR

A. OBJECTIVE

Fayette County is soliciting proposals from qualified contractors experienced in performing Construction Management at Risk (CMAR) projects for a new multi-use Recreation building for the Parks and Recreation Department.

B. PROJECT DESCRIPTION

The scope of work associated with this Request for Proposal is the delivery of Construction Management Services for the construction of a new multi-use Recreation building. At this time, it is anticipated that the Fayette County Board of Commissioners will contract with the selected firm for construction management services for the construction of the new multi-use Recreation building. However, the County reserves the right to consider other contracting strategies at any time during this process.

The proposed multi-use Recreation building is a single-story, 45,645 sf building located at Kiwanis Park at 980 Redwine Road, Fayetteville, GA 30215. The project area is 10.15 acres and will take the place of the existing vacant Parks & Recreation building that adjoins the baseball fields at Kiwanis Park. The proposed facility will contain the Parks & Recreation Department offices along with Community Meeting rooms, a warming kitchen, activity rooms, 2 full size gyms with a mezzanine level above for a walking / running track and aerobics / dance studio, a weights room and associated locker rooms, bathrooms and shower facilities. The exterior spaces will be developed to provide parking spaces and connecting roads to the surrounding facilities. The scope of work for this project will consist of all work indicated or addressed in the construction documents.

The selected Construction Manager (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 CM shall also be required to obtain at least three bids for each bid package (work category), exclusive of the CM's proposed guaranteed maximum price for the individual bid packages (work categories). If any sub-contract bid packages receive less than three qualified bids, the County reserves the right to require the CM to reissue the sub-contract bid packages to obtain new bids.

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 which includes the General Terms and Condition and 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.

C. Offeror shall comply with the following:

- A complete proposal will include a completed breakdown of costs on the forms provided in Exhibit A. The forms may be recreated by the Offeror to facilitate the provision of this information. All line items must be included in the General Conditions & General Requirements forms. The total numbers on this sheet must match the numbers on the Fee Proposal Form submitted.
- Once the contract has been awarded, all Change Orders will be handled per AIA A133 (2019) Section 6.3 Changes in the Work. All deductive change orders will be cost of work plus the percentages identified in section 6.1.3 of the contract. The Program Manager must approve all labor and wage rates, unit prices and rental and equipment usage rates. All change orders must be approved by the Program Manager.

D. PROJECT TIMELINE:

Issue RFP	November 13, 2024
Mandatory Pre-Proposal Conference	December 3, 2024
Questions due	December 6, 2024, by 2:00PM
Final Addenda issued	December 10, 2024
RFP Responses due	December 18, 2024, by 2PM
Interviews (if required)	December 2024-January 2025
Board Approval	January / February 2025
Contract Date	February 2025
Agree GMP	February - March 2025
Board Approval	April 2025
Start Building Construction	May / June 2025

E. CONTRACT DOCUMENTS

- Architectural and engineering design documents have been completed up to permit submission level documents. The design documents have been completed by the Architect, LOSE Design and are available by contacting Michelle Sampson at msampson@fayettecountyga.gov.

**SECTION II
RFP FORMAT**

**RFP 2506-P: Fayette County Multi-Use Recreation Building
Construction Manager at Risk**

1. Cover Page: Include the Request for Proposal number (2506-P) and title (Fayette County Multi-Use Recreation Building - CMAR). 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. Bid bond
- c. Contractors Affidavit under O.C.G.A. 13-10-91(b)(1)
- d. Certificate of Absence of Conflict of Interest
- e. List of Similar Projects
- f. Exceptions & clarifications
- g. Signed Addenda acknowledgement form (if any addenda are issued)
- h. Fee Proposal Form in a separate "Price Schedule" envelope
- i. General Conditions & General Requirements Worksheet in a separate "Price Schedule" envelope

4. Firm History and Capability:

Provide the following basic company information (please limit to two pages):

- a. Address of corporate and branch offices. State which office location would be responsible for the management of this project. Responsible office must 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. Litigation history for the past five years
- f. Safety record ratings for the past five years – TRIR rate.

5. Relevant Experience:

Each Offeror shall submit three (3) similar projects of approximately \$15,000,000 - \$20,000,000 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). Each selected project should be similar in size, budget, and scope to the Multi-Use Recreation Building. 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. 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.
- 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 3 fiscal years of financial statements and current Dun & Bradstreet report. If you want your financial information to remain confidential, refer to the General Terms and Conditions, Item 9.

8. Project Approach:

- a. Preconstruction Services:
Provide a brief description of your approach to managing 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 budgeting and estimating costs
- iii. Schedule development and adherence
- iv. Process for establishing the Guaranteed Maximum Price
- v. 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 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. Proposals will be evaluated, and a selection made using an Evaluation Committee. Award will be made to the firm whose proposal is most advantageous to the County, with price and other factors considered.

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), as follows:

	<u>Maximum points</u>
i) Firm history & capability	10
ii) Relevant Experience	20
iii) Project Personnel	20
iv) Financial Information	5
v) Project Approach	<u>15</u>
Total Technical Merit Points	70

Price: Another 30% of your proposal score will be determined by your proposed price for General Conditions & Requirements, Pre-Construction Costs and your Contractor’s fee based on a total project cost of \$20,500,0000 (see Exhibit A) 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 short-listed 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 30 points each.

COMPANY INFORMATION
RFP 2506-P: Fayette County Multi-Use Recreation Building-CMAR

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

2506-P Fayette County Multi-Use
Recreation Building – CMAR
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 _____, _____, 2024 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 _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

**Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work
For Fayette County RFP 2506-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

REFERENCES

RFP 2506-P: Fayette County Multi-Use Recreation Building – CMAR

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. At least three projects of over \$15,000,000 is required and of similar size and scope.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

REQUEST FOR PROPOSAL EXHIBIT "A"
FEE PROPOSAL FORM
RFP 2506-P: Fayette County Multi-Use Recreation Building – CMAR

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. A separate lump sum fee proposal shall be submitted for pre-construction services. 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 and Pre-Construction Services proposal. 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 \$20,500,000.00

Name of Submitting Firm: _____

Pre-Construction Fee (Lump Sum Amount): \$ _____

General Conditions & General Requirements: \$ _____

Construction Management Fee %: _____

Proposal Submitted By:

Name: _____ **Title:** _____

RFP 2506-P: Fayette County Multi-Use Recreation Building – CMAR
General Conditions & General Requirements Worksheet

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							
1.02	Project Manager		Weeks							
1.03	Assistant Project Manager		Weeks							
1.04	Assistant Project Manager		Weeks							
1.05	Site Superintendent		Weeks							
1.06	Assistant Site Superintendent		Weeks							
1.07	Quality Control Manager/Loss Control		Weeks							
1.08	Scheduler		Weeks							
1.09	Safety Coordinator		Weeks							
1.10	Cost Estimator		Weeks							
1.11	Assistant Cost Estimator		Weeks							
1.12	Purchasing Administration / Accountant		Weeks							
PROJECT TRANSPORTATION / TRAVEL										
1.13	Project Manager Vehicle / truck expense		Weeks							
1.14	Superintendent Vehicle / truck expense		Weeks							
1.15	Vehicle / Truck Maintenance		Weeks							
1.16	Project related travel / subsistence expense		Weeks							
1.17	Relocation / lodging expenses		Weeks							
1.18	Other (Describe)		Weeks							
TEMPORARY FACILITIES										
1.19	Site Office		Weeks							
1.20	Mobilize / Demobilize		item							
1.21	Telephone to site office		Weeks							
1.22	Computers to site office		Weeks							
1.23	Software licenses		item							
1.24	Photocopiers to site office		Weeks							
1.25	Fax Machine to site office		Weeks							
1.26	Site Office Supplies		Item							
1.27	Site office Radios		Weeks							
1.28	Office furniture to site office		Weeks							
1.29	Site Toilets		Weeks							
1.30	Temporary Power (Site Office Only)		Weeks							
1.31	Temporary Water and Ice (Site Office)		Weeks							
PART 1 - TOTAL					\$ -		\$ -		\$ -	\$ -

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

SUB-TOTAL - GENERAL CONDITIONS & REQUIREMENTS

ADD OVERHEAD & PROFIT %

GRAND TOTAL - GENERAL CONDITIONS & REQUIREMENTS										\$ -
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