

TROUP COUNTY SCHOOL SYSTEM

REQUEST FOR COMPETITIVE PROPOSALS

FOR

RENOVATIONS TO:

GARDNER NEWMAN MIDDLE SCHOOL

GENERAL REQUIREMENTS

The construction delivery method for this project will be Construction Manager at Risk.

The selected CM will be required to assume total responsibility for all services offered in his/her proposal. The selected CM will be considered the prime contractor and the sole point of contact with regard to all contractual matters. The CM shall also be required to obtain at least two bids for each bid package (work category), exclusive of the CM's guaranteed maximum price for the individual bid packages (work categories). If any bid packages receive less than two qualified bids, the Owner reserves the right to require rebidding these packages. The CM will not perform any portion of the project with its own forces except as may be mutually agreed to by the owner and the CM and as allowed by the Georgia Department of Education. Individual trade contracts will be between the CM and the Trade Contractors, subject to school system approval.

The CM agrees to perform all work in compliance with O.C.G.A.13-10-91, Georgia Security and Immigration Compliance Act. The CM shall state affirmatively that the individual, firm, or corporation which is contracting with the Troup County School System, has registered with and is participating in a federal work authorization program using any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The CM agrees to perform all work in compliance with O.C.G.A. 50-36-1 Systematic Alien Verification for Entitlements (SAVE) program. The CM agrees that, should it employ or contract with any subcontractor(s) pursuant to this contract with Troup County School System, the CM will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 50-36-1. The CM also agrees to provide verification of compliance with executed affidavits available on the Department of Audits and Accounts website at, http://www.audits.ga.gov/NALGAD/Files/OCGA_50-36-1xex2x/pdf. The CM further agrees to maintain records of such compliance and provide a copy of each such verification to the Troup County School System at the time the subcontractor(s) is retained to perform such service.

The CM further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with TCSS, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Troup County School System at the time the subcontractor(s) is retained to perform such service.

Required Bonds and Insurance

Prior to the award of a GMP contract, the CM shall provide the school system with a 100 percent Performance and Payment Bond from a bonding institution listed in the current edition of the Federal Register as a surety for its faithful performance of this contract. Bonds must be kept in force for the duration of the contract; and, executed by a resident agent of the State of Georgia; and, be in compliance with Georgia Revised Statutes.

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

1. Worker's Compensation:
 - a. State: Statutory
 - b. Employer's Liability:
 1. Each Accident: \$500,000
 2. Disease Policy Limit: \$500,000
 3. Disease Each Employee: \$500,000
2. Comprehensive General Liability, including Premises-Operations; Independent Contractor's Protective; Products and completed Operations; Broad Form Property Damage; X-C/U Explosion, Collapse and Underground Coverage.
 - a. General Aggregate: \$2,000,000
 - b. Products and Completed Operations Aggregate: \$2,000,000
 - c. Products and Completed Operations – Each Occurrence: \$1,000,000
 - d. Personal and Advertising Injury: \$1,000,000
 - e. Fire Damage – Any One Event: \$100,000
3. Comprehensive Automobile Liability
 - a. Combined Single Limit: \$1,000,000
4. Umbrella Excess Liability
 - a. General Aggregate: \$1,000,000
 - b. Products and Completed Operations Aggregate: \$1,000,000
 - c. Products and Completed Operations – Each Occurrence: \$1,000,000
 - d. Personal and Advertising Injury: \$1,000,000
5. Completed Value/Builders Risk including interests of the Owner, Contractor, Subcontractors and Sub-subcontractors and covering the entire project including materials stored off site and materials in transit.

Evidence of required bonds and insurance shall be presented prior to the execution of a GMP contract. Insurance policies to be carried under the agreement shall not be changed, canceled, or allowed to expire without thirty (30) days prior written notification to the school system.

Should the CM & TCSS elect to require certain subcontractors to provide Performance Bonds and Labor and Material Payment Bonds, the cost of these subcontractor provided bonds shall be the responsibility of the subcontractor and shall be included in their bid prices submitted to the CM.

Taxes, Fees, Code Compliance and Licensing

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

Payment

CM shall submit monthly payment applications using AIA G702 and AIA G703 Continuation Sheets.

The CM shall hold harmless and indemnify the Owner, the Architect, and other design consultants against all claims, suits, actions, costs, council fees, expenses, damages and/or judgments in decrees by reason of persons or property being damaged or injured by the CM or any of the CM employees/subcontractors in any capacity during the progress of the work, whether by negligence or otherwise.

REPRESENTATIVE SERVICES TO BE PROVIDED BY THE CM

Project Planning

1. Evaluate preliminary documents for constructability, value opportunities and scheduling at each phase of design.
2. Participate and assist in planning meetings.
3. Provide estimates at the Construction Document phase and an estimated monthly construction payment schedule to assist the owner with financial budgets.
4. Conduct a Value Engineering review, including Life Cycle Cost, and evaluations for alternate materials and systems.
5. Prepare and submit cash flow analysis to Owner.

Bidding and Awarding Phase

1. Separate construction work into appropriate bid packages (See attachment 1).
2. Develop requirements to assure time, cost, and quality control during construction.
3. Provide an estimated construction schedule for issuance with the bid package.
4. Identify bidders and generate bidder interest. Maintain a list of firms contacted and dates of contact for review by the Owner.
5. Schedule and conduct pre-bid conferences in conjunction with the architect and representatives from the School System.
6. Advertise and distribute bidding documents.
7. Assist in development of necessary addenda and distributing of these addenda to known bidders.
8. Monitor bidder activity.
9. Review and analyze bids and recommend awards.
10. Collect executed contracts, purchase orders, affidavits of assurance, insurance certificates, and performance and payment bonds and distribute copies to Owner, Architect and contractors.
11. Update schedule.
12. Assist in Pre-Construction meetings.

Construction Phase

1. Maintain staff for construction management to include an on-site superintendent. Superintendent shall have supervised past projects of equal size and scope and have excellent performance references from the owners for a minimum of three (3) projects within a period of five (5) years maximum. CM shall submit his proposed superintendent/superintendents and references for review by the Owner and Architect with this proposal.
2. Mobilization of job site – Provide and maintain a fully equipped project office facility on-site to perform all required CM duties and meetings and coordination of on-site temporary facilities.
3. Assure timely procurement of all required permits.
4. Establish and maintain coordination procedures.
5. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
6. Conduct and record a minimum of bi-weekly job progress meetings following a CM generated agenda with the Architect, Owner and all active trades, and follow-up with distribution of minutes to all parties.
7. Coordinate and log all request for information (RFI's).
8. Maintain a daily log of jobsite activities.
9. Prepare and submit change order documentation for review and approval by the architect and School System. Review change order proposals to verify validity, purpose, and cost.
10. Maintain a system for review and approval of shop drawings.
11. Maintain written and photographic records and submit routine reports to the architect and School System. Aerial progress photographs should be taken on a monthly basis or more often as changes require.
12. Maintain quality control and ensure conformity to contract documents.
13. Establish and maintain a jobsite safety program.
14. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
15. Provide coordination of post completion activities, including the assembly of guarantees, manuals and the owner's final acceptance.
16. Coordinate and assure timely completion of final punch list.
17. Assemble close-out documents and forward to Architect for approval.
18. Coordinate any training specified for Owner's personnel.
19. Provide all services listed under "General Conditions" in Attachment 2.

Post Occupancy Phase

1. Implement and coordinate the one (1) year warranty and warranty inspection.
2. Respond to request for corrections for work items found not to be installed correctly.
3. Respond to warranty related request.
4. Assist in post-construction review of the facility.

SELECTION PROCESS

The services being sought under the RFP are considered professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the responding firms and will result in an award that is in the best interest of the School System. The selection process for these services may proceed in two phases. At the completion to the

second phase, a GMP contract may be negotiated. Evaluations will be performed by a committee. The following is a summary of the selection process:

Phase I - Proposal Evaluation

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

1. Firm History and Relevant Experience 20%
2. Project Personnel 25%
3. Financial Information 10%
4. Project Approach 20%
5. Fee Structure 25%

Phase II – Interviews

The CM firms chosen as a result of the Phase I evaluation process may, at the discretion of the evaluation committee, be asked to participate in oral interviews. Following these interviews, the evaluation committee will recommend a CM to the Board of Education for review and approval.

Negotiation and Signing of Contract

Upon completion of Phase II and the determination that the project is feasible and acceptable to the Troup County Board of Education, separate modified AIA A133 contracts without Mandatory Amendment #1 will be executed between the selected CM and the School System on each of the above referenced projects individually. A guaranteed maximum price for **this project** will be prepared by the CM and shall incorporate all costs incurred by the CM for each phase or phases associated with that project. The GMP for **this project** shall be submitted to the school system and shall include a preliminary schedule of values, a preliminary schedule of work category bid packages and a preliminary monthly cash flow chart. Upon agreement by all parties on the GMP, and acceptance of the GMP by the Board of Education, the Mandatory Amendment #1 will be completed, signed and attached to the contract for this project, and shall constitute the full contract for that project. Upon completion of Mandatory Amendment #1, procurement of subcontract bids will commence for this project. In the event a GMP cannot be agreed upon by all parties for this project, the CM will receive no compensation for pre-construction services on that project.

The GMP shall also include a CM contingency equal to five percent (5%) of the total construction amount for this project and shall be listed in the GMP as a line item amount. At the completion of the project, all remaining balances in Allowances and Contingency funds shall be returned to the Owner.

RESPONSE FORMAT AND CONTENTS

General Information

Responses must be submitted in the format outlined in this section. Each response will be reviewed to determine if it is complete prior to actual evaluation. Failure to provide accurate, up to-date responses to any and all portions of the RFP may result in disqualification without prejudice. The school system reserves the right to eliminate from further consideration any responses that are deemed to be

substantially or materially unresponsive to the requests for information contained in this section. The intent of the school system is that all responses follow the same format in order to evaluate each response fairly. The school system may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided.

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

Any exceptions taken to the terms and conditions of this RFP must be clearly identified. If no exceptions are listed, it will be concluded that the proposer will meet, in every detail, the conditions stipulated in this RFP.

Proposals may be modified or withdrawn by written notice received prior to deadline for receipt of proposals. A proposal also may be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the proposal, but only if the withdrawal is made prior to the deadline set for receipt of proposals.

The proposal form (Attachment 6) shall be signed by such an officer, member, or person as is duly authorized to bind the CM to a contract.

Each respondent shall provide the school system with six (6) copies of his/her response. Begin each section and subsection as described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly across the bottom of each page.

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

Questions that arise prior to the proposal submittal date shall be submitted in writing (email is acceptable) to both the school system and the architect.

Proposal Format

Firm History & Relevant Experience (20%)

Cover Letter

Each proposal shall include a cover letter [limited to two (2) letter-size pages] at the beginning of the proposal. The cover letter shall include a project title, CM information (including name, address, email address, and telephone and fax number), names, email addresses and telephone and fax numbers of persons authorized to provide any clarifications required. The letter should express your organizations commitment to the following topics:

- Why you believe your firm is aptly suited to perform Construction Management services for TCSS.
- What specific qualities/attributes you and your firm possess that would enable you to meet the school system's educational specifications and high expectations of service in a superior manner.
- Identify specific instances where other school districts have benefited as a result of your association with their construction program.

- Comment on your firm’s qualifications, including general information and brief history of the firm, including a chronology of the firm’s origin through its current status and any changes in ownership or locale since its inception.
- Detail any projects you have completed for this architect (Southern A&E) or Troup County School System.
- Provide a list of all relative and similar projects completed in the past five (5) years and specifically identify the three (3) most recently completed Construction Management at Risk projects on the list. Include the following information:
 - Project’s original budget and final cost
 - Change orders
 - Total square footage
 - Project start and completion dates
 - Owner’s contact information
 - Project architect’s contact information

Company Organization

Briefly describe your firm, its officers and executive management. Furnish an organizational chart for your firm specifically indicating those who will be involved in this program, the length of time that the current management team has been with the firm and the amount of involvement that senior management will devote to this project.

Project Personal (25%)

Each respondent shall attach a project staffing plan including the following:

- A project organization chart showing a graphic representation of the participants listed as members of the project team and their responsibilities in the program.
 - Initial staffing showing the percentage of time each staff member is to be assigned to the project team.
 - A one-page resume including education, experience and any other pertinent information shall be included for each team member assigned to the projects.
 - A list of relevant projects that each team members has participated in during the past five (5) years. Indicate the team member’s title and reference contact for each project.

Subcontractors

Describe your method of prequalifying and generating interest from qualified subcontractors. Explain why bonding capability for subcontractors should be a prequalification criteria and which trades/subcontractors \$ amounts would apply to this project.

Financial Information (10%)

Provide a current review report financial statement, balance sheet and income statement for the firm, or firms in the case of a joint venture. The review report financial statement must be within **6 months** of year end, but in no case more than **18 months** old. Exceptions to the report must be approved by the owner prior to submission.

Provide a compliance letter from your bonding company showing consent to provide 100% Performance and Payment Bonds for your services as a Construction Manager.

Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of Georgia. The certificate of insurance should

Project Approach (20%)

Provide a brief outline and description of your firm's approach for these projects. The description should include, at a minimum, your approach to the following topics:

1. Pre-Construction Services
 - a. Constructability Review
 - b. Cost Control
 - c. Generating Bidder Interest
 - d. Subcontractor and Material Supplier Qualifications
 - e. Value Engineering
2. Schedule Control
 - a. Include a preliminary schedule for this project including pre and post construction activities.
3. Budget
 - a. Change Order Management
4. Safety Program
5. Quality Control
6. Post Completion Activities

Briefly describe your greatest concern regarding delivery of these projects.

Fee Structure (25%)

Contractor shall stipulate a percentage fee (%) for General Conditions, Overhead and Profit on **Attachment 3. Submit Attachment 3 in a separate sealed envelope.**

Attachment 1
ESTIMATED BID PACKAGES

Selective Demolition
Rough Carpentry
Acoustical Panel Ceiling System
Resilient Wall Base & Accessories
Resilient Flooring
Athletic Wood Flooring in Gymnasium
Rubber Tile Flooring
Fabric Wrapped Sound Absorption Wall Panels
Re-Painting and Joint Sealant
Electrical System (Re-Lighting)

General Scope of Work:

Approx. Gardner Newman Middle School Square Footage: 119,674 S.F.

- a. Replacement of Existing V.C.T. in the entire School with New V.C.T. & New Rubber Wall Base.
- b. Replacement of Gymnasium Rubber Flooring to Athletic Wood Flooring.
- c. Re-Painting entire School's Interior Walls, Ceilings & Furring .
- d. Replacement of Existing Lighting & Ceilings through-out the entire School. Except Re-Lighting Gymnasium area .
- e. Mounting New Acoustical Wall Pads in Cafeteria & Band Suites.

Attachment 2

CONSTRUCTION MANAGEMENT SERVICES

I. General Conditions

1. Design Phase Services
2. Bidding Phase Services
3. Project supervision (specify number of persons on full-time basis).
4. Project Clerical
5. Development of Reports (provide daily and monthly written reports including a daily log and pictorial records of the project progress.)
6. Safety and security measures to include all OSHA requirements.
7. Performance & Payment Bond
8. Payroll Taxes on CM's personnel
9. Builder's Risk Insurance
10. Insurance for Construction Manager, personnel, equipment and building
11. Temporary office trailers, including office equipment and furnishings with office supplies, telephone, fax, utilities and all reimbursables as required.
12. Vehicles for Construction Manager's staff.
13. Installation, maintenance and removal of Temporary Fencing.
14. Project construction signage.
15. Temporary sanitation facilities.
16. Jobsite security.
17. Portable construction heat as required.
18. Dump trucks, rubber tire loaders and sweepers for project cleanup; including service, maintenance, gas and oil.
19. Dumpsters, labor, tools, supplies and disposal fees for periodic and final project cleanup.
20. Building layout including engineers, instruments and supplies.
21. All insurance listed in the "General Information" section.
22. All required permits, fees and applicable state and local taxes.
23. Travel and living expenses for CM Staff.
24. Temporary lighting.
25. Weather protection.
26. Printing cost for submittals and close-out documents.
27. Preparation of close-out documents, including hard copies and electronic copies
28. Monthly progress photos.
29. Subcontractor bid advertising cost.
30. On-site and off-site material storage
31. Post-Occupancy/Warranty Phase Services
32. Mobilization and De-Mobilization
33. Final Clean-up
34. Itemize any additional General Condition cost not specified above.

Attachment 3

**CONSTRUCTION MANAGEMENT SERVICES
FEE STRUCTURE**

General Conditions, Overhead and Profit* ____%

*Bid Packages self-performed by the CM will not receive overhead and profit mark-up.

Alternates and Change Orders

1. Any CM fee for alternates accepted by the Owner shall be paid using the percentage stipulated.
2. Change Orders will only be considered on Owner requested changes and unforeseeable conditions. For all executed change orders (changes in the work), the contract sum and CM Fee shall be as specified in AIA A201 – 2007 General Conditions, Article 7. Delete from paragraph 7.3.7 the words “the Agreement, or if no such amount is set forth in the agreement, a reasonable amount” and insert the following paragraph 7.3.7.6 and subparagraphs .a, .b, .c, .d, .e and .f to 7.3.7:

- A. 7.3.7.6 In paragraphs 7.3.3 and 7.3.7, the allowance for overhead and profit combined, included in the total cost to the Owner shall be based on the following:
1. 7.3.7.6.a The only allowable mark-up for the cost of changes in the Work shall be for overhead and profit as stated in subparagraphs 7.3.7.6.b, 7.3.7.6.c and 7.3.7.6.d.
 2. 7.3.7.6.b All change order proposals shall be accompanied by a complete cost breakdown of the items in 7.3.7.1 thru 7.3.7.5 for both the Construction Manager and the subcontractors.
 3. 7.3.7.6.c The Construction Manager overhead and profit shall be limited to seven and one half percent (7.5%) markup to subcontractors cost.
 4. 7.3.7.6.d For the Construction Manager, for any work performed by his forces, total change order markup is limited to fifteen percent (15%) overhead and profit.
 5. 7.3.7.6.e For each subcontractor involved, overhead and profit shall be limited to fifteen percent (15%) of the subcontractor's cost.
 6. 7.3.7.6.f Overhead and profit is to be applied to only those costs identified in paragraphs 7.3.7.1 thru 7.3.7.5.

Attachment 4

**TROUP COUNTY SCHOOL SYSTEM
SAMPLE RATING CHART**

Project: Renovations to: Gardner Newman Middle School

Item Description	%	Company X Rank /Score	Company Y Rank/ Score	Company Z Rank/ Score
1. Firm History & Relevant	20%			
2. Project Personnel	25%			
3. Financial Information	10%			
4. Project Approach	20%			
5. Fee Structure	25%			
TOTAL	100%			

Attachment 5

ANTICIPATED DESIGN SCHEDULE & CONSTRUCTION PHASING FOR:

Renovations to: Gardner Newman Middle School

C.M. RFP's Due/Troup Co. Selection	April 10, 2017
BOE Review & Selection of Project C.M.	April 20, 2017
C.M. Front Ends for Submittal of D.O.E. Final Approval	April 24, 2017
Project Advertisement for Sub-Contractors	April 27, 2017
Sub-Contractors Bid Date	May 16, 2017
BOE Approval of C.M. Contract Amendment	May 18, 2017
Begin Construction	May 24, 2017
First Day of School (Additional Project Construction Phasing Required for Work not Completed prior to School Start)	August 10, 2017

Attachment 6

CERTIFICATION OF INFORMATION PROVIDED

The information provided herein is accurate to the best of my knowledge and can be accepted by the recipient as a true representation of:

Firm Name: _____

Signed: _____

Position: _____

Date: _____