



BREMEN CITY SCHOOL DISTRICT

Superintendent
501 Pacific Avenue
Bremen, GA 30110
770-537-5508

Request for Proposal Construction Management At-Risk Services

Invitation Number: RFP 2019-500

February 15, 2019

Description: Construction Management At-Risk

Proposal Submittal Deadline: Monday, March 18, 2019 2:00 PM

BREMEN CITY SCHOOL DISTRICT
REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES

The City of Bremen Board of Education is requesting proposals from Construction Management Firms for **Jones Elementary and Bremen High School HVAC modifications and other projects that may be identified in the five-year facility plan or by the City of Bremen Board of Education.**

The City of Bremen Board of Education (hereinafter referred to as Owner) plans to select the most qualified Construction Management Firm (hereinafter referred to as CM) to enter into a CM at Risk contract for the construction for the above referenced project(s).

Responses must be received by the Bremen City School District at 501 Pacific Avenue, Bremen, GA 30110 on or before 2:00 p.m. Eastern Standard Time on March 18, 2019.

After which time and date they will no longer be accepted. Late responses will be returned unopened and will not be considered. To be accepted, all responses must be submitted in a sealed package marked **“Proposal for CM at Risk Services”**. Eight (8) copies of each proposal must be forwarded or delivered to:

**David Hicks, Superintendent
Bremen City School District
501 Pacific Avenue
Bremen, Georgia 30110**

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

Project selection timeline:

Contractor Invitations: February 15, 2019
Proposals Due: 2:00 P.M. on March 18, 2019

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

David Hicks
Superintendent
Bremen City Schools
501 Pacific Avenue
Bremen, GA 30110

Bremen City School District
2019-500
February 2019

RFP

Phone: (770) 537-5508
Fax: (770) 537-0610

Site visits to inspect the facilities can be arranged by appointment with Mr. Russell Cooper at (770-537-5508). It is the responsibility of the respondent to arrange and conduct any site visits necessary to familiarize themselves with existing conditions.

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

The Bremen City School District shall have the right to terminate the relationship with the Construction Management firm at any time without cause.

GENERAL INFORMATION

1. Proposal Format:

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

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

2. CM Responsibility

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

3. Required Bonds and Insurance

Prior to the award of a GMP Contract, the CM shall provide the owner with 100 percent bid, performance and payment bonds, pursuant to O.C.G.A. 36-91-40, et. seq.

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

- A. Workers Compensation:
 - State: Statutory
 - Employers Liability:
 - \$500,000.00 Each Accident

Bremen City School District
2019-500
February 2019

RFP

\$500,000.00 Disease Policy Limit
\$500,000.00 Disease Each Employee

2. Comprehensive General Liability (including Premises-Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage; X-C/U Explosion, Collapse and Underground Coverage):
 - General Aggregate: \$2,000,000.00
 - Products/Completed & Operations Aggregate: \$2,000,000.00
 - Each Occurrence: \$1,000,000.00
 - Personal & Advertising Injury: \$1,000,000.00
 - Fire Damage - Any One Fire: \$100,000.00
3. Comprehensive Automobile Liability:
 - Combined Single Limits: \$1,000,000.00
4. Umbrella Excess Liability:
 - General Aggregate: \$1,000,000.00
 - Products/Completed & Operations Aggregate: \$1,000,000.00
 - Each Occurrence: \$1,000,000.00
 - Personal & Advertising Injury: \$1,000,000.00
 - 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 an AIA Document A133-2009 Exhibit A - Guaranteed Maximum Price Amendment. 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 and approval from the owner.

4. 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 contract. The CM shall also be responsible for compliance with all applicable codes, statues, and rules and regulations. All installation and construction work shall be done by sub-contractors, as required, to be licensed in the State of Georgia.

5. Payment:

CM shall submit monthly payment applications using AIA G702, AIA G703, and DOE 0263 (Revised April 1999) Continuation Sheets. The CM agrees to not submit any monthly payment applications to the owner prior to the execution of AIA Document A133-2009 Exhibit A – Guaranteed Maximum Price Amendment.

Bremen City School District
2019-500
February 2019

RFP

6. References and Proprietary Information:

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

7. Contract:

The selected CM will be expected to sign a modified AIA Document A133-2009 and associated documents.

8. Inquiries:

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

SCOPE AND STYLE OF SERVICES TO BE PERFORMED

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

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

8. CM will share the calculations and assumptions on which the CM's proposed GMP is based.

LIST OF REPRESENTATIVE SERVICES TO BE PROVIDED BY THE CM

Project Planning

The CM is required to work with the owner to plan the project to include:

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

Bidding and Awarding Phase (When Applicable)

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

Bremen City School District
2019-500
February 2019

RFP

Construction Phase

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

SELECTION PROCESS

The selection process for these services is described below. At the completion of the selection, an AIA Document A133-2009 Exhibit A – Guaranteed Maximum Price Amendment may be negotiated. The following is a summary of the selection process.

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 committee will evaluate submittals and choose the most highly qualified CM. The following criteria will be considered in choosing the most highly qualified CM:

1. Firm History, Capability, and Current Projects
Bremen City School District
2019-500
February 2019

RFP

2. Letters of Recommendation
3. Project Personnel Qualifications
4. Project and Claims History
5. Proposers Ability to Provide Services to the Bremen City School District

Negotiation of Fee

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

Negotiation and Signing of Contract

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

SELECTION EVALUATION

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

Factors and weights to be considered in the evaluation include:

1. The capability of the proposer to deliver the services in an efficient and timely manner

Bremen City School District
2019-500
February 2019

RFP

- (30%);
2. Responses from at least three (3) references for whom the proposer has performed services (10%);
 3. Composition and qualifications of the persons designated to form the proposer's staff for the services required under the RFP (15%);
 4. Previous record of the proposer while performing in the role of a CM-at-Risk providing services with a GMP and GDD (30%); and,
 5. Intangibles which best demonstrate the proposer's ability to provide services to the Bremen City School District (15%).

RESPONSE FORMAT AND CONTENTS

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

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

Each respondent shall provide the owner with eight (8) copies of his/her response. Begin each section and subsection as described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly across the bottom of each page.

1. Cover Letter

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

2. Overview

Bremen City School District
2019-500
February 2019

RFP

Complete the attached form 1-A.

3. Financial Information

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

4. Project Approach (Provide the following items in the order listed)

- A. Relevant Experience:
Provide a one-page summary of your relevant experience with this building type that distinguishes your firm from other Construction Management firms.
- B. Relevant Projects:
Complete the attached form 2-A.
- C. Pre-construction Services:
Provide a one-page description of your approach to providing pre-construction services.
- D. Schedule Control:
Provide a one-page description of your approach to schedule control and specific methods/techniques that you intend to utilize in this project. Include a CPM time line showing the necessary activities and schedule for implementation of this project.
- E. Quality Assurance/Control:
Provide a one-page description of any formal program that your firm utilizes to ensure quality. Include CM's philosophy and implementation procedures for cooperation with Architect to assure quality documents that will allow for accurate GMP costs.
- F. Safety:
Complete the attached form 3-A.
- G. Project Management:
Each respondent shall use the attached form 4-A to list the members of their team.

Should respondent's proposal be accepted, the respondent agrees that the Job Superintendent and Project Manager shall not be reassigned until Substantial Completion, as defined by the owner, is reached.

5. Affidavit

Interested CM's shall submit an affidavit in the form of the **Affidavit of Non-Collusion** (see attachment 5-A below) to be included in the Proposal Documents. If the CM is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the Contract for the Project shall also sign the affidavit. If the CM is a corporation or other entity, all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the Contract for the Project shall also sign the affidavit.

6. Conflicts of Interest

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

Attachment 1-A

OVERVIEW

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Contact Person: _____

Branch Office for the Project if Applicable:

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Company Officers: _____

Number of years doing business under this name? _____

Number of permanent employees? _____

Have you ever defaulted on a contract? _____

If so, explain _____

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

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

Attachment 2-A

RELEVANT PROJECTS

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

<u>Project Name</u>	<u>Building Type</u>	<u>Building Size</u>	<u>Project Cost</u>
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Bremen City School District
2019-500
February 2019

RFP

Attachment 3-A

SAFETY

What is your company policy on drugs? _____

Who is responsible for your company's safety program? _____

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

Attachment 4-A
PROJECT TEAM

<u>Name</u>	<u>Position</u>	<u>Years With This Firm</u>	<u>Yrs. Experience In Construction</u>
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Bremen City School District
2019-500
February 2019

RFP

Attachment 5-A
AFFIDAVIT OF NON-COLLUSION

I certify under penalty of perjury:

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

Responder's Name:
Bremen City School District
2019-500
February 2019

RFP

Firm Name:

Authorized Signature: _____

Date:

Subscribed and sworn to me this ____ day of _____, 20

Notary Public

My commission expires: _____