

Request for Proposal (RFP)

to provide

Construction Management At-Risk for the Construction of a

STEM Academy

Houston County School District

The **HOUSTON COUNTY SCHOOL DISTRICT** will receive proposals until August 14, 2025 at 10:00 a.m. for Construction Management-at-Risk services for the construction of Stem Academy.

The scope of work includes the construction of a new two-story school consisting of approximately 125,000 square feet and 29 Instructional Units.

Tentative Schedule: Begin work in December 2025 and be complete in April of 2027.

Copies of the RFP are available by e-mailing a request for the RFP to:

Attention: Mr. Forrest Walker
forrest.walker@hcbe.net
Director of Facilities
Houston County School District

OWNER:

Houston County School District

The Houston County School District reserves the right to reject any and all proposals and to waive technicalities.

Solicitation Issue Date: July 16, 2025
Proposal Packages Due: August 14, 2025

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REQUEST FOR PROPOSAL
Construction Management At-Risk Services for the
STEM Academy

Houston County School District

The Houston County School District (Owner) is soliciting proposals from Contractors interested in providing Construction Management At-Risk (CM) services for the construction of a STEM Academy. This Request for Proposals (RFP) seeks to identify potential providers of the above-mentioned services. All respondents to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully. The Owner reserves the right to reject any proposals, and to waive technicalities and informalities at their discretion.

1. GENERAL PROJECT INFORMATION

Project Description: Refer to Exhibit A for the "Project Description/Scope of Work".

Project Delivery Method

The Delivery Method for the Project will be Construction Manager at Risk (CM at Risk).

In issuing the RFP, it is the intent of the owner that the successful Contractor 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 Contractor will provide a Guaranteed Maximum Price (GMP) for the cost of the construction of the project to include a Guaranteed Delivery Date (GDD).

During pre-construction, the Contractor will be responsible for pricing, value engineering, as well as maintainability and constructability issues. For this project, the Contractor will be expected to work closely with the Architect, Altman + Barrett Architects, 117 West Main Street, Hahira, GA; Walter Altman, email: waltman@altmanbarrettarchitects.com; Phone: (229) 585-9018.

Project Budget

The preliminary Stated Cost of Limitation (SCL) shall be determined. As part of the CM services, evaluate the Scope of Work and determine a developmental budget for the project, and prioritize the needs. The final budget/SCL will be determined by the prioritization of the Work, and the available funding. The Scope of Work may be revised by the Owner due to programmatic requirements, funding availability, or other circumstances.

Project Schedule

The selection of the Contractor is anticipated to be finalized at the Board meeting on September 9, 2025. Preconstruction services for the STEM Academy are expected to begin immediately upon execution of the contract with the Contractor. Construction services are expected to begin in early 2026 and will extend for a maximum of 18 months. (All of the dates herein are estimates which are subject to change.)

2. CONSTRUCTION MANAGEMENT SERVICES REQUIREMENTS

The Contractor will be expected to work collaboratively with the Design Professional to provide preconstruction services which may include, without limitation: technical review, cost verification, cost evaluation, value engineering, schedule development, and schedule evaluation, in addition to management of the construction. In addition, the Contractor will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule. The successful Contractor will be required to work collaboratively with the Owner's consultants.

3. CONTRACT INFORMATION

The contract format will be an Actual Cost plus a Fixed or percentage Fee not to exceed the Guaranteed Maximum Price (GMP) Agreement. During Pre-Construction, the Contractor will be responsible for pricing, value engineering, and maintainability and constructability issues. Construction will commence with the release of distinct work packages based on the design documents. The Contractor shall select all construction subcontracts by competitive selection using cost and other factors, with Owner approval of each subcontractor. It is requested that a minimum of 3 bids are received for each work package. The contract may have liquidated damages.

Form of Agreement

The agreement between the Owner and the Contractor shall be the "AIA Document A133-current edition - Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price", along with the Owner's modifications. The General Conditions for the project shall be as described in "AIA Document A201-2007 - General Conditions of the Contract for Construction", along with the Owner's modifications and Supplementary Conditions. The General Requirements of the CM contract and general conditions are not open for negotiation. The construction services will be on an actual cost basis with all savings under the GMP, including unused contingency, returned to the Owner.

It is further the intent of the Owner that the successful Contractor will include a Guaranteed Delivery Date (GDD) and General Conditions costs and the percentage fee for Profit and Overhead with the GMP.

The Houston County School District also intends that the successful Contractor accept the following stipulations:

- a) Provide Performance and Material and Labor Payment Bonds in the amount of 100% of the GMP.
- b) Individual Trade Contracts will be between the Contractor and the Trade Contractors, subject to the Owner's approval.
- c) The Contractor will not perform any portion of the projects with its own forces, or a contracting company owned by the Contractor except as may be mutually agreed to by the Owner and the Contractor. Where the Contractor intends to submit bids for portions of the work, the Contractor shall submit the sealed bids to the Owner and Architect no less than 72 hours prior to the time and date established for the receipt of trade contractor bids.
- d) The Contractor shall not charge fees for profit and overhead on any portion of a project that is self-performed by the Contractor.
- e) The Contractor will construct all GMP with a "reimbursables" section, and any item or service charged to the Owner in this category will be itemized for the owner in writing and payable by the owner at no more than the actual cost of the reimbursable item or service.
- f) General Conditions will be explicitly itemized and estimated for the Owner in advance of the Owner signing a contract to agree to the GMP. If vehicles such as golf carts or other utility vehicles or other capital equipment are approved and purchased under General Conditions that could be used after the project is completed, they will remain the property of the Owner unless agreed otherwise.
- g) The Contractor will be "at risk" in the proposed undertaking and will be responsible for completing the project within the GMP.
- h) Should the final cost of the projects be less than the GMP, all savings shall revert to Houston County School District.
- i) An agreed percentage of pay applications will be held in retention.
- j) The Owner shall have the authority to suspend or terminate performance of any of the projects.
- k) Any contract awarded will include the required provision of O.C.G.A 20-2-506 and will include a termination for convenience provision.
- l) The Contractor will share with the Owner the bids, calculations, and assumptions on which the Contractor's proposed GMP is based.
- m) The Contractor will conduct bidding processes with sealed bids and public opening on the projects.

Payment

The Contractor shall submit monthly payment applications using AIA G702, AIA G703 and DOE 0263 (current editions) continuation sheets. The Contractor agrees to not submit any monthly payment applications to the Owner prior to the execution of AIA Document A133.

4. SELECTION PROCESS

Selection of the Contractor will be a qualification/fee proposal evaluation process. Selection of the Contractor will be a two-step process. The first step will be a qualification-based process, which will result in two (2) to five (5) firms being selected for the second step. The second step may include an interview and negotiation-based process beginning with the top ranked firm.

5. SCHEDULE OF EVENTS

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. All times indicated will be current eastern standard time. The Owner reserves the right to adjust the schedule as the Owner deems necessary.

RFP Estimated Timeline:

- | | |
|--------------------------------------------------------------------------|---------------------------|
| a) Owner issues public/website advertisement for RFP: | July 16, 2025 |
| b) Deadline for written questions/requests for clarification: | August 8, 2025 before 5pm |
| c) Deadline for Submission of Proposals: | August 14, 2025 at 10am |
| d) Owner complete evaluation, and issues notification to finalist firms: | August 21, 2025 |
| e) Owner interviews finalist firms, if required: | August 26, 2025 |
| f) BOE approval of Contractor: | September 9, 2025 |

6. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION

It is the responsibility of each respondent to examine the entire RFP, seek clarification in writing, and review its submittal for accuracy before submitting the document. Questions about any aspect of the RFP, or the project, shall be submitted in writing (**e-mail only**) to both:

forrest.walker@hcbe.net and
tpetitjean@altmanbarrettarchitects.com

The deadlines for submission of questions relating to the RFP are the times and dates shown in the (Schedule of Events-Section 5). **All relevant questions and requests for clarification received by the Owner and Architect and the corresponding responses will be distributed by email, as an addendum to the original solicitation for services.** From the issue date of this solicitation until a successful proposer is selected and the selection is announced, respondents are not allowed to communicate for any reason with any members or employees of the Owner except for submission of questions as instructed in the RFP, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner shall reserve the right to reject the proposal of the offending proposer.

7. STEP 1: SUBMITTAL REVIEW PROCESS

Proposal Review

This RFP is issued for the purpose of acquiring Proposals from prospective Contracting firms. A selection will be made by a Selection Committee consisting of representatives of the Owner. The Selection Committee will receive, and review the Proposals submitted in response to this RFP. To be deemed eligible for evaluation, firms must meet the following minimum qualifications:

Minimum Qualifications Required (evaluated on a pass/fail basis by the selection committee)

- Firm or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority.
- Firm must have sufficient bonding capacity for anticipated total cost of work. Provide a letter or other supporting documentation from a bonding company indicating the firm's capacity to bond the project.
- Firm must have a current Contractor's Public Liability Insurance policy and must be insurable in at least the following amounts: Bodily injury, including death- limits of \$1,000,000 for each accident. Property damage- limits of \$2,000,000 for each accident and \$10,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) Provide your current insurance certificate.
- Firm must have all necessary, valid and current licenses to do business in the State of Georgia. Provide a copy of your GC license, business license and Georgia Certificate of Existence.
- Firm must demonstrate sufficient cash flow to undertake the project as evidenced by a current ratio (current assets/current liabilities) of 1.0 or higher.
- Firm must demonstrate a commitment to safety with regard to Worker's Compensation by having an

- Experience Modification Rate (EMR) over the past three years of 1.2 or less.
- Firm or its principals have not been terminated for cause or currently in default on any public works contract.

The firms must provide a sworn statement attesting to compliance with the minimum criteria listed above and provide supporting documentation as requested further in the process in accordance with deliverable (A) A-1 below in this RFP.

The Selection Committee will then evaluate the submittals which have met the above minimum qualifications. Criteria for the evaluation are listed below:

Criteria for Evaluation of Submittal

- 25pts.: A - Previous record of the proposer while performing in the role of a CM-at-Risk providing services with a GMP and GDD; and
- 25pts.: B - Fees and Intangibles which best demonstrate the proposer's ability to provide services in an efficient and timely manner at a fair rate to the Houston County School District; and
- 25pts.: C - Composition and qualifications of the persons designated to form the proposer's staff for the services required under the RFP; and
- 10pts: D - Pre-construction process of innovative and problem-solving techniques with the Owner and Design Team to avoid value engineering post-design and post-subcontractor bidding; and
- 5pts: E - Approach to Project Close-Out and Warranty: Describe your firm's process for project close-out in an efficient manner and for responding to warranty issues that may arise and what level of service the Owner can expect after project completion and throughout the warranty period; and
- 5pts: F - Previous record of the proposer with projects with proximity to Houston County, GA; and
- 5pts: G - Responses from at least three (3) references for whom the proposer has performed services for within the last 5 years.

8. INSTRUCTIONS FOR PREPARING SUBMITTAL

Each submittal shall be identical and include a transmittal letter. Submittals must be typed on standard (8- 1/2" x 11") paper. The pages must be numbered. A table of contents, with corresponding tabs, must be included to identify each section. Responses are limited to forty (40) double-sided pages or less using a minimum of an 11-point font. Any exhibits, affidavits or other enclosure information called for may be included in an appendix and will not count toward the limit. Tab sheets also do not count toward limit. Each submittal shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities. Emphasis must be on completeness, relevance, and clarity to content.

To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below. **The content of all Proposals must be categorized and numbered as outlined below and be responsive to all requested information:**

PROPOSAL

A. Previous Record

- A1- Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, include information about the parent company and branch office separately. Identify the office from which project will be managed and proximity to the project site. Provide form of ownership, including state of residency or incorporation, and number of years in business. For joint venture entities that have not undertaken at least two projects together, each firm should submit its proposal separately. Joint submittals are Subject to the same submittal page limit.
- A2- Briefly describe the history of your firm(s). Provide general information about the firm's establishment, personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices that will be directly involved with this Project.

- A3- Please disclose whether or not the firm has been involved in any litigation with an Owner or Architect during the past five (5) years. List any active or pending litigation and provide a thorough explanation of its scope. List any claims against your firm or against Owners where your firm is named.
- A4- List the firm's annual average gross revenue for each of the past 5 years. Supply main financial and banking references.
- A5- Please provide information as to whether or not your firm has ever been removed from a contract for cause OR failed to complete a contract as awarded.
- A6- The firm, in order to be deemed eligible for further evaluation, will issue the following statement asserting that the firm meets the minimum qualifications required for these projects (supporting information is requested and can be included as an Appendix in the Proposal). The SIGNED statement shall read as follows:
- a. We certify our firm, or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority.
 - b. We certify that our firm has sufficient bonding capacity for anticipated total cost of work. Provide a letter or other supporting documentation from a bonding company indicating the firm's capacity to bond the project.
 - c. We certify our firm has a current Contractor's Public Liability Insurance policy, and our firm is insurable in the following amounts: Bodily injury, including death limits of \$1,000,000 for each accident. Property damage- limits of \$2,000,000 for each accident and \$10,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) Provide your current insurance certificate.
 - d. We certify our firms has all necessary, valid and current licenses to do business in the State of Georgia. Provide a copy of your GC license, business license and Georgia Certificate of Existence.
 - e. We certify we have sufficient cash flow to undertake the project as evidenced by a current ratio (current assets/current liabilities) of 1.0 or higher.
 - f. We certify a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years of 1.2 or less. Firm must provide a letter or other supporting documentation.
 - g. We certify the firm, or its principals have not been terminated for cause or are currently in default on any public works contract.
- A7- Provide information on the firm's experience on projects of similar function, and complexity (similar type of construction). Describe 3-5 projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project. For each project, provide the following information:
- a. Project name, location and dates during which services were performed.
 - b. Brief description of project and physical description (delivery method, cost, square footage, number of stories, type of foundation, structural system, envelope, site area).
 - c. Services performed by your firm.
 - d. Provide any Owner-written letters of reference/recommendation about the firm's performance on the project.
 - e. Owner/Architect contact information.
 - f. Explanation as to how the highlighted project relates to the current Project being considered. If the firm has multiple offices, indicate the office responsible for each highlighted project

B. Fees and Intangibles

- B1- With regard to your firm's expected role in the project, please provide:
- a statement of your definition of the role,
 - your anticipated level of management responsibility and accountability for project concerns.
- B1.1 Describe your process for efficiently resolving issues and maintaining the project commitments while working collaboratively with the Architect, Owner, and other stakeholders as applicable.
- B1.2 Describe your procedures for routine solving of complex project issues without compromising your team commitments.
- B1.3 Provide your proposed methods and plans of communication.

- B2- Provide your cost management plan for controlling costs on this project within the GMP during construction. Describe your systems and procedures for controlling costs during construction.
- B3- Provide your change order management plan for managing cost and schedule exposures within the stated limitations.
- B4- Provide your procurement and workforce plan including details on your plan to assure local construction professional opportunity. Describe how your firm intends to arrange the construction into bid packages in order to maintain The Owner's schedule and budget objectives.
- B5- Provide your schedule management plan for these projects during construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.
- B6- Provide your subcontractor management plan including, contract document compliance procedures, project accounting procedures, issue resolution and compliance with Security and Immigration Compliance Act OCGA 13-10-91 – as it relates to subcontractor compliance with the requirements set forth therein ensuring compliance with the federal work authorization program.
- B7- Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship
- B8- Provide your safety and site logistics plan for these projects. Describe your plan for working around existing operations and for site access. Provide your accident incident rate for the past three (3) years, using the following formula: Incident Rate = # of Injuries x (200,000) / # Total Man Hours
- B9- Provide your plan for applying any services not specifically mentioned herein. Explain the relevance of these services to this project and how they benefit the project.

C. Qualifications and Experience of Proposed Project Team

- C1- Describe your firm's proposed organization for the construction management team including, project executive, project director, project manager, superintendent, cost estimator, etc., who will manage the project. Please designate the specific individuals to fill the following key roles on your team:
 - a. Superintendent(s)
 - b. Project Manager
 - c. Project Executive / Project Director
 - d. Cost Estimator
 - e. Other (please describe, if applicable)
- C2- Please provide, for each of the above personnel, current resume listing relevant project experience, percentage of the person's time to be committed to these projects, current and projected workloads, and his/her office location in relation to project location.
- C3- Please identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. Provide information on his/her current and projected workloads, and his/her office location in relation to project location. This individual's competence, his/her leadership, location, and his/her ability to achieve customer satisfaction will be heavily considered in the selection of a contracting firm.
- C4- Provide an organizational chart showing the lines of responsibility and accountability for your team and proposed sub-consultants. If a joint-venture, identify responsibility relationships, where there may be past experience at such relationships, and levels of experience.
- C5- Provide examples of your recent experience as CM at Risk in constructing facilities similar to this project, including the following information:
 - a. Provide photographs of similar projects your firm/team completed in the past five (5) years.
 - b. Provide a written reference from the Architect/Owner (with current contact information) familiar with your performance on each of the above projects. Provide a Program Manager reference (if applicable).
 - c. List the individuals who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator on the projects. Please note whether these individuals are still employed with

- your firm.
- d. Indicate those projects where an architect, engineering consultant, and construction professional served a corporate or public client as a team.
- e. Provide information about the two most recent similar projects your firm has completed. Include the total quantity of change orders and net total cost increase of change orders to the project. Summarize the actual schedule performance relative to the initial project schedule. For each project, provide the name of an Owner's representative (with a current phone number) who is most familiar with your performance on the project.

D. Pre-Construction Processes

- a. Describe your firm's approach to providing pre-construction services on this project.

E. Approach to Project Closeout and Warranty Process

- a. Provide your closeout management plan for these projects. Describe your systems and procedures for your closeout plan as well as any plan for the warranty period.

9. SUBMITTAL OF FEE PROPOSALS

Fee Proposals must be submitted separately, in a sealed envelope, with the Proposal. **Each firm must use the attached "Fee Proposal" forms (Exhibit B, attachment A, & B) for their fee proposal.** Understand that this proposal constitutes a starting point for negotiation toward an eventual agreement on fees and the Contractor must complete attachments A and B in its entirety.

10. SUBMITTAL OF PROPOSAL AND FEE PROPOSAL

All responses must be sealed in an opaque envelope or box, and reference to the Houston County School District on envelopes or boxes and addressed to the addresses below. Proposals must be physically received by the Owner prior to the deadline indicated in the Schedule of Events (Section 5 of RFP) at the exact address below:

Proposers should deliver **six (6) hard copies and one (1) electronic copy** (.pdf format on a USB Drive) of their Proposal submittal, and the same of the separate sealed fee submittal to:

**Houston County School District
Attn: Mr. Forrest Walker
Director of Facilities
P.O. Box 1850, 1200 Main St.
Perry, GA 31069**

It is the sole responsibility of the Proposers to assure delivery to the noted locations by the specified deadlines; the Owner cannot accept responsibility for incorrect delivery, regardless of reason. No Proposal submittals will be accepted after the time stipulated above. Proposal submittals will not be accepted via facsimile or e-mail.

It is the responsibility of the Proposers to examine the entire Request, seek clarification in writing, and review their proposal for accuracy before submitting a response. Once the deadline has passed, all submittals will be final.

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner. Labeling information provided in submittals "proprietary" or "confidential" or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

11. STEP II: INTERVIEW AND FEE NEGOTIATION PROCESS (for Finalists only).

Step II- CONTRACTOR Selection, will be initiated by invitation to the qualified finalists by the Selection Committee (determined in Step I from evaluation of Proposal) for interviews to be conducted by the Owner, if deemed necessary. The successful Contractor will be determined from the interview evaluation, if conducted, and a successful fee negotiation process.

12. PRESENTATION/ INTERVIEW INFORMATION

Interview Format

Firms selected to make presentations shall be notified by the Invitation to Interview letter issued by the Selection Committee or Architect. The Invitation to Interview letter shall designate a place and time for the interview session. The Invitation letter will specify the manner in which the presentations will be conducted.

Electronic presentations, such as PowerPoint presentations, are allowed but may not comprise more than 20 minutes of the 30 minute presentation. The Owner will have a screen available in the interview room. Nevertheless, presenters must be prepared with their own projector and computer. The presentation may include flip charts, boards, or any other media the construction professional may need to communicate their abilities, along with the oral presentation.

The interviews may be conducted by the members of the Houston County School District, the Superintendent, and invited attendees of the Board's discretion. Each interviewer will grade and judge the firms to determine the top ranked firm. Firms are encouraged to briefly describe their general company history and any other information that is relevant to the presentation. All key personnel should be present at the interview, including at a minimum, the project superintendent, project manager and project executive.

Interview Requirements

The primary intent of the formal interview process is to provide the School District with in-depth and clarifying information about the firm. The information provided should assist the School District in making an informed decision as to the proposer best suited for the work.

Firms should focus their presentations on:

- Describing their detailed plan for managing the construction, cost, schedule, and quality on the project; and
- Unique characteristics or services the firm offers; and,
- Firm's concepts or plans for the division of the project into separate packages for award.

13. FINAL EVALUATION AND SELECTION

Upon completion of the evaluation of the RFP submittal, proposers will be ranked in descending order of recommendation. In the event a satisfactory fee cannot be reached with the highest-ranking firm, the Owner will formally terminate the negotiations in writing and begin negotiation with the second highest-ranking firm, and so on until a mutually agreed upon fee is established. Once the successful Contractor and the agreed upon fee have been determined, a construction management at risk services contract will be awarded by the Owner.

14. ADDITIONAL TERMS AND CONDITIONS DEADLINES

The deadline for submission of questions relative to the RFP is the time and date shown in the Schedule of Events (Section 5). All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled and answered in writing and issued directly to all proposers via E-mail. Any proposer exceptions to the RFP requirements or requests for deadline extensions must also be communicated to the Owner by the deadline to be properly considered. Any requests for proposal deadline extensions must include the reason(s) for such a request. The Owner reserves the right to approve or reject such requests as the Owner deems necessary.

Confidentiality

Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

Award Conditions

- This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the Owner and does not obligate the Owner to procure or contract for any services. Neither the Owner nor any party submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the Owner and a party containing such terms and conditions as are negotiated between those parties. The Owner reserves the right to waive non-compliance with any requirements of this Request for Proposal and to reject any or all proposals submitted in responses. Upon receipt and review of responses, the Owner will determine the party(s) and proposal that in the sole judgment of the Owner is in the best interest of the Owner (if any is so determined), with respect to the evaluation criteria stated herein. The Owner then intends to conduct negotiations with such party(s) to determine if a mutually

- acceptable contract may be reached.
- Any contract awarded will include the required provision of O.C.G.A. 20-2-506. In addition, a termination for convenience provision will be included.
- The requirements of this RFP and proposal submitted in response, as agreed to by the Owner, shall be incorporated into the contract for services.
- Respondents to this RFP agree to waive any claims they have or may have against the Owner, its employees, agents, members, representatives and legal counsel, arising out of or in connection with the: (1) administration, evaluation, recommendation or selection of any proposal; (2) waiver of any representations under the proposal or documents; (3) approval or rejection of any proposal; and (4) award of a contract.

Reciprocal Preference Law

Pursuant to O.C.G.A. 13-10-3, for the purpose of determining residency, a Georgia resident business shall include:

- (1) Any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal
- (2) (or) a new business that is domiciled in Georgia which regularly maintains a place from which business is physically conducted in Georgia (provided) that a place of business shall not include a post office box, site trailer or temporary structure.

Whenever the state contracts for public works construction, materialmen, contractors, builders, architects, engineers and laborers resident in the State of Georgia are to be granted the same preference over materialmen, contractors, builders, architects, engineers and laborers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other states.

Joint-Venture Proposals

The Owner does not desire to enter into "joint-venture" agreements with multiple firms. In the event two or more firms desire to "team up" it is strongly recommended that one incorporated firm propose and maintain status as the contracted lead firm with the remaining firms participating as major consultants to the lead firm.

Immigration Reform Compliance Requirement.

The successful Proposer will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., by meeting or having complied with one of the (2) following provisions and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01:

- 1) The contractor warrants that contractor has complied with the Immigration Reform and Control Act of 1986 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees;
- 2) The successful proposer shall comply with the stipulations cited in Security and Immigration Compliance Act OCGA 13-10-91. with respect to the proper federal authorizations regarding the right to work for subcontractors and CPs.

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

The successful Proposer will be required to submit an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the firm or corporation which is engaged in the performance of services on behalf of the Owner has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the Contractor will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfactory 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(b). The affidavit shall include the Contractor's Federal Work Authorization User Identification Number and date of authorization.

Statement of Agreement

With submission of a proposal, the Proposer agrees that they have carefully examined the Request for Proposal (RFP), and the Proposer agrees that it is the Proposer's responsibility to request clarification on any issues in any section of the RFP with which the Proposer disagrees or needs clarified. The Proposer also understands that failure to mention these items in the proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements in the therein.

EXHIBIT A

Project Description / Scope of Work*

STEM Academy

Project may include, but not limited to (all information herein subject to change):

STEM Academy (Grades 9-12)

- Construction of new STEM Academy, consisting of approximately 125,000 sf, on land currently owned by the Houston County School District located on Highway 41.
- STEM Academy will include the construction of approximately 29 Instructional Units. The academy will include classrooms, labs, common spaces, STEM gym, meeting spaces, and office space. Site work will include new drives, parking lots, drop off zone and a bus loop and all associated amenities.
- The estimated cost for STEM Academy is \$50 million.

Listed items are subject to change.

* Scope of work is subject to change, as the budget dictates, including work to other buildings on campus.

EXHIBIT B

STEM Academy

CM FEE PROPOSAL

CONTRACTOR'S FEE: Provide a breakdown of all proposed construction management fees beyond direct subcontractor costs, including general conditions, reimbursables/general allowances, contingencies, etc. with definitions of each. Provide fee breakdown for the project described in the RFP and based on the estimated cost stated.

1. BASIS OF FEE:

Basis of Fee. The **Contractor's** fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the **Contractor** as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the **Contractor** performs all the requirements of the Contract Documents within the time limits established.

A. PRECONSTRUCTION FEE:

Preconstruction Fee. For the preconstruction consulting services provided by the Contractor, the Owner shall pay to **Contractor** a Preconstruction Fee:

	TOTAL
Preconstruction Fee (fixed fee)	

B. CONSTRUCTION FEE:

Construction Fee. Representing the Gross profit for the construction services provided by **Contractor**, the Owner shall pay to Contractor a Construction Fee.

	TOTAL
Construction Fee (fixed fee or percentage)	

2. CONTRACTOR'S EXPENSES AND OVERHEAD COSTS (Preconstruction and Construction):

The Contractor's Overhead Costs. The maximum amount for the **Contractor's** Preconstruction Costs and Expenses and Construction Overhead Costs is inclusive of all direct and incidental expenses as described in Attachments A and Attachments B.

Maximum Preconstruction Costs and Expenses (From Attachment A. Do Not include the Pre-Construction Fee In this amount)	\$
Maximum Construction Overhead Costs (From Attachment B. Do Not include the Pre-Construction Fee In this amount) This can be a percentage for general conditions	\$
Total Maximum Contractor Overhead Cost Allowance (Sum of A and B)	\$

Contractor Legal Name

By: _____
Signature of **Contractor** Officer

Title of **Contractor** Officer

EXHIBIT B - ATTACHMENT A"

(This form must be filled out in its entirety and every item have a value placed with it, even if \$0. A total amount will not suffice)

I. PRECONSTRUCTION COSTS AND EXPENSES BREAKDOWN

	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes
A.	Preconstruction - Supervision & Management:										
1	Senior Project Mgr.		mos				\$0	\$0	\$0	\$0	
2	Project Mgr.		mos				\$0	\$0	\$0	\$0	
3	Preconstruction Manager		mos				\$0	\$0	\$0	\$0	
4	Project Supt.		mos				\$0	\$0	\$0	\$0	
5	Cost Control		mos				\$0	\$0	\$0	\$0	
6	Scheduling		mos				\$0	\$0	\$0	\$0	
7	Secretary		mos				\$0	\$0	\$0	\$0	
8	Consultant		mos				\$0	\$0	\$0	\$0	
9	Other						\$0	\$0	\$0	\$0	
	Subtotal									\$0	

B.	Preconstruction - Miscellaneous										
10	Office Supplies		mos				\$0	\$0	\$0	\$0	
11	Postage & Shipping		mos				\$0	\$0	\$0	\$0	
12	Blueprint/Photostat.		ls				\$0	\$0	\$0	\$0	
13	Phone Charges		mos				\$0	\$0	\$0	\$0	
14	Phone Charges-Long Dist.		mos				\$0	\$0	\$0	\$0	
15	Courier Service		mos				\$0	\$0	\$0	\$0	
16	Travel Expenses		mos				\$0	\$0	\$0	\$0	
17	Other						\$0	\$0	\$0	\$0	
	Subtotal									\$0	

TOTAL ALL PRECONSTRUCTION COST AND EXPENSES									\$0	
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All items listed within "Other" must be identified within the "Notes" column. No items can be added at the time of GMP agreement. If there is not an item listed that will be included and needs to be accounted for, please list as other and provide clarification in the "Notes" column.

EXHIBIT B - ATTACHMENT
"B"

II. CONSTRUCTION OVERHEAD COST BREAKDOWN											
	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes
	Site Supervision & Management:										
1	Senior Project Mgr.		mos				\$0	\$0	\$0	\$0	
2	Project Mgr.		mos				\$0	\$0	\$0	\$0	
3	Project Supt.		mos				\$0	\$0	\$0	\$0	
4	Project Supt.		mos				\$0	\$0	\$0	\$0	
5	Area Supt.		mos				\$0	\$0	\$0	\$0	
6	Secretary		mos				\$0	\$0	\$0	\$0	
7	Project Engineer		mos				\$0	\$0	\$0	\$0	
8	Project Engineer		mos				\$0	\$0	\$0	\$0	
9	Office Engineer		mos				\$0	\$0	\$0	\$0	
10	Engineer or Eng. Company		mos				\$0	\$0	\$0	\$0	
11	Rodman		mos				\$0	\$0	\$0	\$0	
12	Cost Control		mos				\$0	\$0	\$0	\$0	
13	Safety Engineer		mos				\$0	\$0	\$0	\$0	
14	Scheduling		mos				\$0	\$0	\$0	\$0	
15	Purchasing		mos				\$0	\$0	\$0	\$0	
16	Project Accountant		mos				\$0	\$0	\$0	\$0	
17	Other						\$0	\$0	\$0	\$0	
18	Other						\$0	\$0	\$0	\$0	
	Subtotal									\$0	

	Site Office Expense:										
19	Job Office Trailer Rent		mos				\$0	\$0	\$0	\$0	
20	Office Jobsite Build Out		ls				\$0	\$0	\$0	\$0	
21	Office Jobsite Set-up		ls				\$0	\$0	\$0	\$0	
22	Temp. Const. Trailer/Storage		ea				\$0	\$0	\$0	\$0	
23	Office Furniture		ls				\$0	\$0	\$0	\$0	
24	Office Machines/Equip.		mos				\$0	\$0	\$0	\$0	
25	Copy Machines/Maintenance		mos				\$0	\$0	\$0	\$0	
26	Office Supplies		mos				\$0	\$0	\$0	\$0	
27	Janitor/San. Supplies		mos				\$0	\$0	\$0	\$0	
28	Postage & Shipping		mos				\$0	\$0	\$0	\$0	
29	First Aid/Med. Treat.		mos				\$0	\$0	\$0	\$0	
30	Job Signs		ea				\$0	\$0	\$0	\$0	
31	Progress Photos		mos				\$0	\$0	\$0	\$0	
32	Extra Plans & Specs.		allow				\$0	\$0	\$0	\$0	
33	Blueprint/Photostat.		ls				\$0	\$0	\$0	\$0	
34	Telephone System		ls				\$0	\$0	\$0	\$0	
35	Phone Installation		ls				\$0	\$0	\$0	\$0	

II. CONSTRUCTION OVERHEAD COST BREAKDOWN											
	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes
36	Phone Charges		mos				\$0	\$0	\$0	\$0	
37	Phone Charges-Long Dist.		mos				\$0	\$0	\$0	\$0	
38	Radio Communications		ea				\$0	\$0	\$0	\$0	
39	Radio Maintenance		ls				\$0	\$0	\$0	\$0	
40	Other						\$0	\$0	\$0	\$0	
	Subtotal									\$0	

	Safety & Security:										
41	Safety Incentives		ls				\$0	\$0	\$0	\$0	
42	Sidewalk Barricades		ls				\$0	\$0	\$0	\$0	
43	Safety Railings		lf				\$0	\$0	\$0	\$0	
44	Opening Closures		lf				\$0	\$0	\$0	\$0	
45	Weather Protection		mos				\$0	\$0	\$0	\$0	
46	Ladders & Stairs		ea				\$0	\$0	\$0	\$0	
47	Watchman/Guard Ser.		mos				\$0	\$0	\$0	\$0	
48	Fences & Gates		ls				\$0	\$0	\$0	\$0	
49	Traffic Control		wks				\$0	\$0	\$0	\$0	
50	Fire Protection, Extinguishers, Barrels		ea				\$0	\$0	\$0	\$0	
51	Safety Equipment		mos				\$0	\$0	\$0	\$0	
52	Rainwear/Hardhats, etc.		ls				\$0	\$0	\$0	\$0	
53	Other						\$0	\$0	\$0	\$0	
	Subtotal									\$0	

	Cleaning:										
54	Daily Cleaning		mos				\$0	\$0	\$0	\$0	
55	Final Cleanup-Building		sf				\$0	\$0	\$0	\$0	
56	Window/Skylight Cleaning		sf				\$0	\$0	\$0	\$0	
57	Trash Bin Rent/Haul		mos				\$0	\$0	\$0	\$0	
58	Trash Chutes/Hoppers		ea				\$0	\$0	\$0	\$0	
59	Dump Fees/Hauling		mos				\$0	\$0	\$0	\$0	
60	Dust Barricades		sf				\$0	\$0	\$0	\$0	
61	Other						\$0	\$0	\$0	\$0	
	Subtotal									\$0	

	Temporary Utilities/Misc.										
62	Temp. Electric-Office		mos				\$0	\$0	\$0	\$0	
63	Security-Office		mos				\$0	\$0	\$0	\$0	
64	Temp. Electric -Building		mos				\$0	\$0	\$0	\$0	
65	Water - Field Office		mos				\$0	\$0	\$0	\$0	

II. CONSTRUCTION OVERHEAD COST BREAKDOWN											
	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes
66	Water - Coolers		ls				\$0	\$0	\$0	\$0	
67	Water Barrels		ls				\$0	\$0	\$0	\$0	
68	Ice Machine		mos				\$0	\$0	\$0	\$0	
69	Ice and/or Cups		mos				\$0	\$0	\$0	\$0	
70	Temporary Toilets Install		ea				\$0	\$0	\$0	\$0	
71	Temporary Toilets		mos				\$0	\$0	\$0	\$0	
72	Cold Weather Protection		mos				\$0	\$0	\$0	\$0	
73	Temp. Heat for Bldg.		mos				\$0	\$0	\$0	\$0	
74	Drug Testing		ls				\$0	\$0	\$0	\$0	
75	Computer-PCS		allow				\$0	\$0	\$0	\$0	
76	Computers		ls				\$0	\$0	\$0	\$0	
77	Software		ls				\$0	\$0	\$0	\$0	
78	MIS Charges		ls				\$0	\$0	\$0	\$0	
79	Off-Site Parking		ls				\$0	\$0	\$0	\$0	
80	Living Expenses		mos				\$0	\$0	\$0	\$0	
81	Executive Travel		ls				\$0	\$0	\$0	\$0	
82	Air Fare		trips				\$0	\$0	\$0	\$0	
83	Car Rental		trips				\$0	\$0	\$0	\$0	
84	Hotel		trips				\$0	\$0	\$0	\$0	
85	Meals		days				\$0	\$0	\$0	\$0	
86	Ceremony Expense		ls				\$0	\$0	\$0	\$0	
87	Other						\$0	\$0	\$0	\$0	
	Subtotal									\$0	

	General Equipment:										
88	Automobiles		mos				\$0	\$0	\$0	\$0	
89	Pickup Trucks		mos				\$0	\$0	\$0	\$0	
90	Temporary Parking		mos				\$0	\$0	\$0	\$0	
91	Small Tools/Expendables		ls				\$0	\$0	\$0	\$0	
92	Survey Equipment		mos				\$0	\$0	\$0	\$0	
93	Hoist/Operator		mos				\$0	\$0	\$0	\$0	
94	Hoist Service		mos				\$0	\$0	\$0	\$0	
95	Erect/Dismantle Hoist		ls				\$0	\$0	\$0	\$0	
96	Tower Crane Service		ls				\$0	\$0	\$0	\$0	
97	Erect/Dismantle Crane		ls				\$0	\$0	\$0	\$0	
98	Crane Rental/Operator		mos				\$0	\$0	\$0	\$0	
99	Temp. Elev. & Operator		mos				\$0	\$0	\$0	\$0	
100	Repair Cab/Temp. Elev.		ls				\$0	\$0	\$0	\$0	
101	Protect Perm. Elevator		ls				\$0	\$0	\$0	\$0	
102	Fuel/Oil/Grease		mos				\$0	\$0	\$0	\$0	
103	Vehicle Repairs/Maintenance		ls				\$0	\$0	\$0	\$0	
104	Other						\$0	\$0	\$0	\$0	

II. CONSTRUCTION OVERHEAD COST BREAKDOWN											
	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes
	Subtotal									\$0	

	Bonds & Insurance:										
105	Perform. & Payment Bonds		ls				\$0	\$0	\$0	\$0	
106	Workers Comp. Insurance		ls				\$0	\$0	\$0	\$0	
107	Builders Risk Insurance		ls				\$0	\$0	\$0	\$0	
108	Liability Insurance		ls				\$0	\$0	\$0	\$0	
109	Sub-Guard Insurance		ls				\$0	\$0	\$0	\$0	
110	Other						\$0	\$0	\$0	\$0	
	Subtotal									\$0	

TOTAL ALL CONSTRUCTION OVERHEAD COSTS:										\$0	
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All items listed within "Other" must be identified within the "Notes" column. No items can be added at the time of GMP agreement. If there is not an item listed that will be included and needs to be accounted for, please list as other and provide clarification in the "Notes" column.