

DALTON PUBLIC SCHOOLS

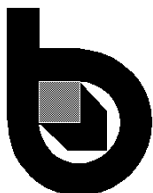
Request for Proposals

Construction Professionals Construction Management at Risk Services

For the construction of the following project:

Park Creek Elementary School Modifications

June 16, 2026



James W. Buckley & Associates, Inc., Architects
423 Pine Avenue, Suite 200
Albany, Georgia 31702
Phone: (478) 237-6467

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INVITATION TO SUBMIT PROPOSALS

Sealed proposals from construction management firms will be received by the **Dalton Public Schools**, Dalton, Georgia, Owner, in the Office of the **Dalton Public Schools**, Operations Building Conference Room, 412 South Hamilton Street, Dalton, Georgia, 30720 until **1:00 P.M.** prevailing time on **July 16, 2026** for Construction-Management-At-Risk services for the construction of **Park Creek Elementary School Modifications, Dalton, Georgia.**

There will be a Pre-Proposal Meeting at **1:00 PM.** on **June 30, 2026** , in the Office of Dalton Public Schools, Operations Building Conference Room, 412 South Hamilton Street, Dalton, Georgia, 30720. Attendance at the pre-proposal meeting is **mandatory**. Parties not attending the pre-proposal meeting will not be eligible to submit proposals for CM services.

Each proposal shall be submitted on the prescribed Form of Proposal. All blank spaces shall be filled in, in ink or typewritten, in both words and figures, and the certification shall be completed and executed when submitted.

At the time and place noted above, the proposals for the project will be received by the Board of Education. No extension of the proposal period will be made.

Proposal Documents may be obtained by contacting Mrs. Teresa Moore at James W. Buckley & Associates by phone at (478) 237-6467 or E-Mail: tam@jwbuckley.com. Electronic documents in .pdf format will be furnished to interested parties at no cost.

1. Reroofing of the existing building with new standing seam metal roof, TPO roofing, and architectural shingles.
2. Demolition, addition and modifications to the front entrance canopy
3. Hvac replacement, partial
4. Site improvements, including drives and parking lots.
5. Additional renovations and modifications to the existing building as defined by the Owner.

Contract, if awarded, will be based on 'Selection Criteria' defined in the Request for Proposals. No proposal may be withdrawn for a period of sixty (60) days after time and date of opening.

The owner reserves the right to reject any or all proposals and to waive technicalities and informalities.

PARK CREEK ELEMENTARY SCHOOL MODIFICATIONS

I. INTRODUCTION

A. Purpose

1. The **Dalton Public Schools** (“Owner”) is considering retaining a Construction Management Firm (CM/GC) for Construction-Management-At-Risk services for **Park Creek Elementary School Modifications**.
2. The CM/GC will assume responsibility for project construction cost by issuing a guaranteed maximum price once the construction documents have been completed. CM/GC will also develop an overall project schedule, which will be a contractual obligation. In addition, CM/GC 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.
3. The CM/GC will be expected to work closely with the Architect, James W. Buckley & Associates, Gregory C. Smith, 423 Pine Avenue, Suite 200, e-mail: gcs@jwbuckley.com, Albany, Georgia 31702, Phone: (229) 883-4698, Fax: (229) 883-0936

B. Project Objectives

1. The CM/GC will function as a CM-At-Risk (CM/GC).
2. During Pre-Construction, the CM/GC will be responsible for pricing and value engineering issues, along with issues of the facility’s maintainability and constructability.
3. When design documents for the project have been completed, the CM/GC, will commit to a Guaranteed Maximum Price (GMP) for all site and facilities improvements.
4. The CM/GC shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost, other factors, and including owner input.
5. The successful CM/GC shall not be eligible to bid or enter into contract or subcontract for any of the construction packages or other services of any nature on the project without the specific approval of the Owner.
6. In selecting a firm, the Owner will place emphasis on experience of the firm and assigned personnel in providing function on projects of similar magnitude and complexity as the proposed projects. Selection preference will be toward firms oriented to the construction field that have depths of knowledge and resources in principles of general contracting, scheduling, contract coordination and compliance, budget control, familiarity with State, County, and City laws, ordinances, and codes.

C. Project Assumptions

1. The CM/GC firm should prepare the proposal with the understanding that it will commit, at a minimum, a Project Superintendent, one Laborer, and an overall Project Manager. Staffing requirements may be adjusted based on the size and complexity of the individual project(s).

2. The CM/GC, as a part of its Preconstruction Services, will assist with developing a strategy for the best approach for the successful completion of the Project. For example, without limitation, CM/GC will provide guidance and assistance in the preparation of a schedule and a reliable cost estimate.

D. Technicalities

1. The Owner shall have the sole right to waive technicalities and irregularities in submitted proposals and, where deemed appropriate by review committee, may pre-qualify, under certain circumstances, firms which fail to meet one or more criteria.
2. The Owner's right to waive technicalities and irregularities or to prequalify firms which fail to meet certain aspects of the minimum criteria shall not be construed as an obligation to do so.

E. Miscellaneous Contractual Requirements:

1. The CM/GC shall be responsible for:
 - a) The payment of any required taxes or fees associated with the execution of the contract.
 - b) Compliance with all acceptable codes and statutes.
2. All installation and construction work shall be performed by contractors licensed in the state of Georgia.
3. The CM/GC will be required to use the E-Verify system and provide documentation to the Owner showing compliance with requirements of the system.
4. Project Funding: This project will be funded with a combination of State and Local funds.

II. CM-RFP SCHEDULE

A. Proposed Section Schedule

1. The *tentative* CM selection schedule is as follows:
 - a) Advertise of RFQ/RFP from CM Firms: June 16, 2026
 - b) Mandatory Pre-Proposal Meeting: June 30, 2026
 - c) Receive RFQ/RFP from CM Firms: July 14, 2026
 - d) Review CM RFQ/RFP: TBD
 - e) Interview CM firms (if applicable): TBD
 - f) Award CM contract: August Board Meeting

III. BONDS AND INSURANCE

- A. **CM/GC Insurance:** To protect the interests of the Owner, provide and maintain in effect during the life of the agreement, the following insurance coverings:
 1. CM/GC shall purchase and maintain at CM/GC's sole cost and expense, the insurance indicated below issued by insurance companies licensed to do business in the State where work is being performed and having a minimum A.M. Best's rating of A-XII.
 2. CM/GC shall furnish to Owner certificates of such insurance policies prior to the execution of the Owner Construction Manager (CM/GC) form of agreement. The certificates shall specify that such insurance will not be canceled or modified until at least thirty (30) days written notice has been given to Owner by CM/GC. Copies of complete policies will be provided prior to the start of work. Such insurance shall be endorsed to be primary and non-contributory to any insurance carried by Owner Parties:

- a) Commercial General Liability: Coverage shall be written on ISO form CG 20 26 07 04 and CG 20 37 07 04 or its equivalent with a combined single limit of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate (which is to apply on a 'per project' basis without a cap), and \$4,000,000 completed operations. Coverage shall: (a) be written with a deductible (a self-insured retention, or SIR, will not be accepted); (b) be primary without right of contribution from any insurance that is carried by the Owner Parties; (c) name the Owner Parties as additional insured for both ongoing and completed operations using ISO form CG 20 26 07 04 and CG 20 37 07 04 or their equivalent; and (d) contain a waiver of subrogation in favor of the Owner Parties.
- b) Business Automobile Liability: Coverage shall be written with a combined single limit of \$1,000,000 on a business auto form for "any auto" including owned (if any), non-owned, and hired vehicles.
- c) Worker's Compensation Insurance and Employer's Liability and Disability Insurance: Each policy shall meet the statutory limits mandated by state laws, or a minimum of \$1,000,000 per Claim, whichever is greater. Each policy shall contain a waiver of subrogation in favor of the Owner Parties.
- d) Umbrella or Excess liability (exclusive of defense costs) shall be provided excess of and following form of the underlying general liability, auto liability and employer's liability in an amount not less than three million (\$3,000,000) dollars. Such policies shall meet all the requirements of the underlying policies including that they shall be primary to the Owner Parties.
- e) Professional Liability: Professional Liability covering errors and/or omissions in the performance of professional services in conjunction with this project and in an amount of five million (\$5,000,000) dollars per occurrence. Notwithstanding anything to the contrary herein, claims-made coverage is permitted for professional liability, provided the policy retroactive date is continuously maintained prior to the commencement date of the Work, and additional period of ten years after development activities cease. Coverage may be combined with the pollution liability.
- f) Pollution Legal Liability: With limits of liability of not less than Five million (\$5,000,000) dollars per incident and coverage shall include claims arising from bodily injury, sickness, disease, death; property damage including physical injury to tangible property and the resulting loss of use resulting therefrom, cleanup costs, the loss of use of tangible property that has not been physically injured or destroyed, transportation, and disposal (including offsite disposal coverage) and shall include coverage for defense costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages. Coverage shall apply to both sudden and no sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. Coverage shall include the Owner Parties as additional insured on a primary and noncontributory basis. Notwithstanding anything to the contrary herein, claims made coverage is permitted for Pollution Legal Liability, provided the policy retroactive date is continuously maintained prior to the commencement date of the Work, and coverage is continuously maintained during all periods of development activity for an additional period of ten years after development activities cease. Coverage may be combined with the professional liability.

- g) Business Personal Property: CM/GC shall also be required to purchase acceptable "All-Risk" property coverage for all personal property, including any tools, machinery, equipment sheds, and materials or supplies, whether owned or leased, on a replacement cost basis, and such policy should grant a waiver of subrogation in favor of the Owner Parties. CM/GC may elect to self-insure its business personal property. The Owner Parties and their agents take no responsibility for contractor's personal property.
- 3. Self-insurance policies, of any type, will not be acceptable.
- 4. All policies of liability insurance required under the terms of this Agreement (except pollution and professional as stipulated) shall be on an "occurrence" form, covering the full period when all Work required under this Agreement is to be provided.
- 5. If the CM/GC shall fail to deliver any required evidence of insurance to Owner within forty-eight (48) hours of demand, Owner may obtain such insurance and CM/GC agrees to repay Owner on demand all amounts paid therefor, or Owner may deduct all payments made in procuring such insurance from any money due or to become due to CM/GC under this Agreement.
- 6. CM/GC shall be responsible, at CM/GC's sole cost and expense to procure any other insurance or any increase of the limits of liability required above which the CM/GC deems necessary for CM/GC's own protection, or on account of statute, or as required by any Property Management Party.
- 7. The carrying of any insurance described herein shall in no way be interpreted as relieving the CM/GC or any Subcontractor of any responsibility, indemnity, or liability under this Agreement.
- 8. Waiver of Subrogation - Owner and the CM/GC (and CM/GC shall require that all trade/subcontractors) waive all rights against (1) each other and each other's subcontractors, sub-subcontractors, agents, officers, directors, shareholders and employees, (2) the Architect, and separate contractors, if any, and their consultants, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils but only to the extent actually paid by insurance obtained pursuant to this Agreement, or any other property insurance applicable to the Work during the course of construction, except such rights as they may have to the proceeds of such insurance held by Owner. Owner or the CM/GC, as appropriate, shall require of the separate contractors, and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated herein.
- 9. CM/GC shall require each subcontractor to procure and maintain such insurance as CM/GC is required to obtain and trade/subcontractors shall also be required to include the Owner as an additional insured on a primary and noncontributory basis.
 - a) CM/GC shall provide evidence of trade/subcontractor's coverage upon request and expressly acknowledges and agrees to assume responsibility of any subcontractor who fails to procure the appropriate coverage and/or limits of insurance.
 - b) The trade/subcontractor insurance shall not in any way affect, reduce, relieve or diminish CM/GC's responsibility or liability to Owner for the acts or omissions of CM/GC or any subcontractors in connection with the Work or the Contract Documents.
 - c) Should any subcontractor engage a sub-subcontractor, the same conditions applicable to the subcontractor under this Agreement shall apply to each trade/sub-subcontractor.
 - d) CM/GC shall be responsible for all insurance deductibles.

B. Trade/Sub-Contractor Insurance: Trade/Subcontractors shall provide at a minimum the following:

1. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 completed operations (exclusive of defense costs).
2. Business Automobile Liability: \$1,000,000 CSL (if transporting hazardous materials coverage shall include the MSC-90 endorsement).
3. Workers Compensation and Employers Liability Insurance and Disability: Each policy shall meet statutory limits mandated by the state laws, or a minimum of \$1,000,000 per claim or accident whichever is greater.
4. Umbrella/Excess Liability: \$1,000,000 (exclusive of defense costs) if Trade/ Subcontract value is less than \$1,000,000. It shall be \$3,000,000 if Trade/Subcontract value is more than \$1,000,000.
5. Pollution Legal Liability: \$1,000,000 per accident with a \$1,000,000 policy aggregate to include 3rd party injury and property damage claims.
6. Design Professionals Liability: \$2,000,000 per occurrence with \$2,000,000 aggregate, and \$3,000,000 umbrella if performing any design work.

C. Bonding:

1. Prior to the award of a GMP Contract, the CM/GC shall provide the Owner with a 100% performance and payment bond for its faithful performance of the contract. The cost the CM/GC's performance and Payment Bonds shall be included in the CM/GC's Fee Proposal.
2. Subcontractor Default Insurance (SDI/Sub Guard): Construction management firms may, at the construction manager's discretion, provide subcontractor's default insurance for Trade/Sub-contractors, provided the following conditions are met:
 - a) If SDI insurance is to be provided, the insurance shall cover all trades.
 - b) The cost of SDI Insurance shall be part of the Construction Management Fee.
 - c) The cost of the insurance shall be listed on the proposal form as a percentage of the overall cost of the work.
3. Bonding of Trade/Sub-Contractors: Construction Management Firms may, at the Construction Management Firm's discretion, provide bonding for trade (sub) contractors.
 - a) The cost for the subcontractor bonds shall be part of the Construction Management Fee.
 - b) The cost for the bonds shall be listed on the proposal form and shall be stated as a percentage of the overall cost of the work.

IV. BUILDING PROGRAM

A. General

1. The projects will be designed and constructed to a level of quality and timeliness that reflects the use of a Public-owned facility.

B. Project Description:

1. Project Type: Building Modifications
 - a) Reroofing of existing low sloped roof areas.
 - (1) Remove and replace existing single ply roof with a new 25-year TPO roofing.
 - (2) Areas to be re-roofed include the Media and Lunchroom roofs
 - (3) The total area is approximately 8,300 sf.
 - b) Reroofing-Existing Shingle Roof:
 - (1) The existing shingle roof will be removed and replaced with a new architectural shingle roof under the base bid.
 - (2) An additive alternate will be set up to replace the roof with a standing-seam metal roofing system in lieu of architectural shingle roofing.
 - (3) The total area is approximately 75,000 sf.
 - c) Demolition, addition and modifications to the front entrance canopy
 - d) Hvac replacement, partial
 - e) Site improvements, including drives and parking lots.
 - f) Additional renovations and modifications to the existing building as defined by the Owner.
2. Building Size: Approximate Sizes of Building:
 - a) Total Building Size: +/-81,500 SF

C. Construction Budget:

1. The construction budget listed below is a conceptual cost estimate only.
2. The CM firm shall be responsible for developing cost estimates required for developing the CM's fee proposal.
3. Based Bid: Re-roof Existing Building:
 - a) Architectural Shingle Roofing: \$3,000,000.
 - b) Replace Hvac (Partial): \$500,000
 - c) Total: \$3,500,000
4. Additive Alternates:
 - a) Additive Alternate: Add drive through canopy: \$250,000
 - b) Additive Alternate: Re-roof with metal roof: \$1,500,000
 - c) Additive Alternate: Add parking and drives: \$1,100,000
 - d) Total Additive Alternates: \$2,850,000.

D. Construction Schedule:

1. The work on the project shall be performed as expeditiously as possible within the constraints indicated herein.
 - a) The CM firm shall be solely responsible for the development of the construction schedule.
 - b) The CM firm shall incorporate into the schedule, the necessary time to accommodate limitations placed on the project by the Owner, and as required to limit interference with the instructional process.
2. Schedule Considerations:
 - a) The building will, other than during scheduled breaks, be fully occupied during the construction period.
 - b) Where work is scheduled in the building, while building is occupied, the contractor shall arrange schedule and work areas to limit interference with the instructional process.

V. OWNER-CM/GC FORM OF AGREEMENT

- A. **CM/GC Fee:** The contract will be Actual Cost of Work Plus a Percentage Fee not to exceed the Guaranteed Maximum Price. The Project will be Open Book. All savings, including unused allowances and contingencies, will be returned to the Owner.
 1. The CM/GC basic fee submitted will be a minimum of 9% and a maximum of 12.0% for the project. This fee shall include all items listed on Project Cost Matrix, including “Pre-Construction Services”, “Construction Management Services Within-Fee”, corporate overhead, profit, General Conditions, and other services specified in CM RFQ/RFP and as required by the project.
 2. The CM’s fee shall be calculated based on the sum of cost of all trade packages and self-performed work packages *only*. In calculating the CM’s fee, the following shall **not** be applied to or included in the calculations of the CM’s fee:
 - a) Contingencies
 - b) Allowances
 - c) The CM’s Fee.
- B. **Form of Agreement:** The Owner-CM/GC contract will be actual cost-plus fee not to exceed the Guaranteed Maximum Price. The project will be “open book”, all unused contingencies will be returned to the Owner. The CM-Owner form of agreement (Contract) will be AIA document A133-2019 as amended by the Owner and General Conditions, AIA A201-2017 as amended by Owner. By submitting a Proposal, the proposer agrees to execute Contract and General Conditions, as amended by *Owner*. Changes to the contract by the *CM firm* will not be acceptable.
 1. Process: Upon completion of the selection process the Owner will issue a letter of intent to enter into contract with the selected CM/GC firm.
 - a) Upon the selection of the CM/GC the AIA contract A-133-2019, without mandatory Amendment #1, will be developed and executed by all parties.
 - b) Upon the execution of the base contract (A-133-2019), the CM/GC shall commence the performance of the pre-construction phase work, including, but not limited to the, the development of schedules, budgets, and estimates.
 - c) Upon agreement of construction schedule and preliminary cost, and when the construction documents are sufficiently complete, the CM/GC will solicit bids from qualified contractors from which a Guaranteed Maximum Price will be generated.

- d) Upon acceptance of the Guaranteed Maximum Price (GMP), The Agreement will be signed with A-133-2019 with Amendment #1. This shall constitute a full contract for the project. The previously developed construction schedule will also become a contractual obligation. The signing of the contract will be considered the start of construction. All input prior to Amendment #1 will be considered preconstruction.
2. Special Contract Provisions:
 - a) The CM shall provide a *two-year warranty* on the entire project and shall require that each of the trade contractors provide a *two-year warranty* for work performed by trade contractor(s). These warranties shall be in addition to any specified warranties included in the project technical specifications.
 - b) Should the provisions of the AIA contract conflict with the provisions of this RFP/RFQ, the provisions of the RFP/RFQ shall govern.
- C. **Failure to Agree on GMP:** In the event a Guaranteed Maximum Price cannot be agreed upon by all parties, the CM shall **receive \$100.00** in compensation for preconstruction services. The CM firm shall not request, nor shall any monies be due, in excess of this amount, for services performed prior to the receipt of trade contract pricing and the development of the GMP, should the submitted GMP **not** be accepted by the Board of Education. If the CM's GMP is accepted, the cost for pre-construction services shall be part of the CM's firm base fee (percentage).
- D. **Guaranteed Maximum Price:** The Guaranteed Maximum Price (GMP) shall include the cost of all trade (subcontractor) packages, self-performed work packages, contingencies and specified allowances plus the CM's fee.
1. Where unused contingencies and/or allowances are returned to the Owner, the dollars returned to the Owner shall be at 100% of the value of the unused contingencies and/or allowances.
 2. When contingencies and/or allowances are authorized to be used, the CM's fee shall be applied to these costs. The CM/GC's fee applied to contingencies and allowances shall be the same as the CM/GC's basic fee.
- E. **Contingencies and Allowances:**
1. All contingencies (CM and Owner) consist of the 'Owner's' monies.
 2. CM Contingencies: The CM shall establish, in conjunction with the Owner and Architect, the value of the CM contingency to be included in the GMP. The contingency shall **not exceed 2.0%** of the value of trade contracts.
 - a) The contingency is intended to be for the CM's use to resolve unforeseen conditions only.
 - b) The contingencies are *not* intended to be used for the following reasons:
 - (1) Costs/issues caused by scope gaps in bid packages
 - (2) To correct non-compliant work or complete incomplete work regardless of whether the work in question was performed by the CM or trade contractors.
 - (3) Costs caused by default of contractor, trade contractors or suppliers.
 - c) No contingency shall be used without the Owner's and architect's prior approval. Failure to request and obtain the Owner's and architect's prior approval, will result in requests for use of contingency funds being denied.
 - (1) All unused contingencies shall be returned to the Owner.

3. Owner Contingencies: The Owner's contingency **shall be 3.0%** of the value of the trade contracts.
 - a) The contingency is for the Owner's use only.
 - b) No contingency shall be used without the Owner's and architect's prior approval. Failure to request and obtain the Owner's and architect's prior approval, will result in requests for use of contingency funds being denied.
 - c) All unused contingencies shall be returned to the Owner.
4. Allowances: All specified allowances to be included in the GMP.
 - a) The CM/GC shall include, in the GMP, all of the allowances specified in the contract documents.
 - b) The allowances are for the Owner's use.
 - c) None of the allowances shall be used without the Owner's and architect's approval.
 - d) Unused allowances shall be returned to the Owner.

F. Self-Performed Work:

1. The CM RFP allows, subject to the approval by the Owner and Architect, that certain work of the contract be 'self-performed' by the CM firm. 'Self-performed' work shall be defined as conditions in which the CM firm uses its own forces to complete specific portions of the construction project, typically masonry and/or concrete work, rather than outsourcing the work to sub-contractor.
 - a) Where work is performed, by the CM as 'self-performed' work, payments for such work, including, change order work, shall be subject to the conditions and terms of this RFP and the Owner-CM Contract for work of CM.
 - b) Self-performed work shall not be considered work by a sub-contractor.
2. Prior to establishing trade/sub-bid packages, the CM shall consult with the Owner and architect regarding the CM's intent to bid and self-perform portions of the work.
 - a) The CM is only permitted to submit bids on bid packages where such packages have been approved by the Owner and architect.
 - b) CM shall comply with approval conditions established by Owner and architect.
 - c) The Owner shall have the right to reject the CM's request to self-perform work of bid packages.
3. During the trade/sub-bidding process, the CM shall provide, to the architect, with a list of trade contractors invited to bid each bid package for which the CM intends to submit a bid.
4. Where CM intends to submit bids for portions of work, the CM shall submit the sealed bids in accordance with the following:
 - a) Sealed proposals shall be submitted to the Owner and Architect no less than 24 hours prior to the time and date established for the receipt of trade contractor bids.
 - b) Bids shall be delivered in person or by certified mail, Federal Express or UPS.
 - c) Bids shall have no modifications to bid or bid form and shall contain no exclusions, qualifications or assumptions.
5. At Bid opening, where the CM is submitting a bid for self-performed work, the architect will receive and open the bids from competing trade contractors.

VI. SELECTION PROCESS

- A. **Georgia Code Title 50 Chapter 22:** Selection of the CM/GC will be a multi-step process. The Owner will generally follow the requirements of Georgia Code Title 36 Chapter 91 with respect to the selection of a CM/GC for the proposed project.
- B. **Selection Committee:** The selection of a CM/GC Firm will be by a selection committee composed of representatives of the Owner and Architect.
- C. **Written Submittal:** The Selection Committee will receive and review Statements of Qualifications and Performance Data in response to the “Written Submittal for Construction Management Services.”
 - 1. Submissions: Proposals shall have no modifications to proposal form and shall contain no exclusions, qualifications or assumptions.
 - a) Modifications to proposal form may reject proposal to being rejected.
 - b) Exclusions, qualifications or assumptions to the form may subject proposal to being rejected
 - 2. Firm Ranking: Responses to the RFQ will be evaluated by the selection committee against a set of weighted criteria to determine the firms most qualified and suited for this project.
 - a) Submitting firms will be ranked based on scores.
 - b) Based solely on the ranking of the firms, the Owner will either select a firm to which the contract will be awarded, or select firms to be invited for an interview.
 - 3. Fee Proposal: The CM/GC’s Fee Proposal is to be submitted in a sealed envelope with written qualifications. Fee will be a contributing, but not the deciding factor, in the selection.
 - 4. Interview: If interviews are deemed to be necessary, the date and location of interviews will be determined once the short list of firms has been selected.
 - 5. Best and Final Offer: Once the firms have and ranked, and, if applicable, interviewed, offerors may be afforded the opportunity for discussion, negotiation, and revisions to proposals prior to the award of the contractor for the purpose of obtaining the best and final offers.
 - a) All offerors found to be reasonably susceptible of being selected for award of contract shall be given an opportunity to participate in discussions, negotiations and revisions to the scope of work and fee proposal.

D. Proposal Instructions

- 1. **Written Submittals:** No submittals will be accepted after the time set for receipt. Qualifications and proposals submitted via facsimile, telegraph, or Mailgram will be rejected. Submit the qualifications and proposal to the following address:

Dalton Public Schools Operations Department
412 South Hamilton Street
Dalton, Georgia, 30720.
- 2. Proposers shall **NOT** contact any elected members or employees of the Board of Education (BOE), other than party listed below, or the Architect, other than party listed below, regarding **any** aspect of this procurement until after the award of the contract.
 - a) Contact only the parties listed below.
 - b) Contact with parties other than those listed below may be grounds for rejection.

Rusty Lount
Dalton Public Schools Operations Department
412 South Hamilton Street
Dalton, Georgia, 30720.
Phone: 706-271-6308
rusty.lount@dalton.k12.ga.us

Gregory C. Smith, Project Architect
James W. Buckley & Associates, Inc., Architects
423 Pine Avenue, Suite 200
e-mail: gcs@jwbuckley.com
Albany, Georgia 31702
Phone: 912-682-7175

3. It is the responsibility of each proposer to examine the entire RFQ and RFP, seek clarification in writing, and review its submittal for accuracy before submitting the document. Once the submission deadline has passed, all submissions will be final. The Owner will not request clarification from any individual proposer relative to their submission, but reserves the right to, ask for additional information from all parties that have submitted qualifications.
4. It is the Owner's intent to limit the cost to proposers in responding to this solicitation, so you are encouraged to be brief and succinct. Page limits for the qualification and proposal submittals are identified. Thick volumes of background and general marketing material will not be appreciated and will not curry favor with the reviewers. The Owner is seeking thoughtful, tightly focused qualification submittals that document your firm's suitability for this Project and understanding of the Project and Owner. Each firm must describe experience if there are multiple firms proposed as one team.

VII. CM/GC RESPONSIBILITIES

A. Scope of Work During Various Phases of Project

1. The construction manager (CM/GC) services shall include a preconstruction design phase, and a construction phase. During the design phase, the CM/GC will provide cost estimates and cost evaluation, value engineering recommendations, design analysis, constructability reviews and technical input on methods of construction, materials, details, and bidding formats and types of separate bidding packages.
2. CM/GC shall also develop and maintain a master project schedule.
3. During the construction phase, which includes any previously awarded early bid packages, CM/GC will be responsible for methods of construction, safety programs, general conditions, prequalification of potential subcontractors and bidding of all work, certification of work in place and monthly payment requests, coordination and scheduling of all work of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule.
4. CM/GC will assist Owner and A/E team in management and administration of the project except that Owner shall at all times retain complete contractual control of all prime CM/GC and A/E contracts, project funds and disbursements.

5. The Architect shall retain all normal architectural responsibilities for professional design, cost control, schedule, and quality assurance including normal construction administration responsibilities.
6. Pre-Construction Phase of Project:
 - a. Review and confirm Owner's construction budget is correct for the proposed project scope.
 - b. Develop the construction budget in accordance with the General Provisions of the contract.
 - c. Provide detailed construction cost estimates and cost modeling and reconcile these estimates with the Owner's budget. Evaluate cost for alternate means, methods, materials, and construction methods within specific trades and systems.
 - d. Evaluate the design providing an analysis report of alternate constructing methods and materials for potential quality, cost, and schedule enhancements for review by the Owner and Architect.
 - e. Develop a construction schedule in accordance coordinating activities to accomplish the completion of the project by the earliest date possible within the stipulated construction budget without sacrificing quality.
7. Trade/Subcontractor Bidding and Award Phase:
 - a. Develop and arrange bid packages. Provide a copy of the final bid packages for (1) submission to the State Department of Education, (2) review, and comments by the Owner and Architect.
 - (1) The bid packages sent to the Owner/architect shall be *identical* the bid packages sent to the trade contractors.
 - (2) The bid packages shall not include, in the scope of the trade contracts, work indicated, as part of this RFP, to be provided by the CM firm.
 - (3) The work packages shall NOT require that the trade contractors include a percentage of their cost for safety, training clean up and similar items indicated in this CM RFP as being part of the CM's fee.
 - b. Pre-qualify potential subcontractors and vendors for Owner's and Architect's approval prior to advertising. A minimum of three (3) subcontractors for each bid package.
 - c. Schedule and conduct pre-bid conferences in conjunction with the Owner's and Architect's representatives.
 - d. Advertise and distribute bidding documents and monitor bidding activity.
 - e. Receive questions from bidders; review and comment. Forward questions and comments to Architect for incorporation into addenda.
 - f. Issue Architect's addenda to all known bidders.
 - g. Receive bids, review, and analyze tabulated bids and make recommendations of subcontractors.
 - h. Validate compliance of scope and cost with GMP.
 - i. Assist the Owner and architect in evaluating the suitability, experience and financial strength of each trade contractor.
 - j. The CM may be allowed to bid on scopes of bid packages provided previous approval is granted by the Owner.
 - k. If any subcontractors bidding on work are shareholders, partners or any ownership of the CM or visa versa, then there should be disclosure to the owner prior to allowing such bids to be submitted.
8. Construction Phase of Project:
 - a. Develop and maintain a detailed schedule (CPM) including manpower (in hours), delivery, approvals, inspections, testing, construction, and occupancy.
 - b. Maintain adequate on site staff and administration staff to keep project on schedule and up-to-date; provide timely reports.
 - c. Schedule and conduct project meetings, safety meetings, and schedule meetings. Record and distribute notes from meetings.

- d. Coordinate the project work with that of the separate contractor for the installation of other work within the project or in proximity of the project. Coordinate the project with such separate contractors in order to assist them to permit each phase of the project to be completed on schedule.
 - e. Receive and respond to questions from subcontractors. Forward questions requiring design review to the Architect.
 - f. Maintain control and ensure conformity to plans. The CM/GC is responsible to the Owner for acts and omissions of CM/GC's employees, subcontractors and their agents.
 - g. Maintain "As-Builts" record set of drawings, specifications, schedule, and real cost estimates.
 - h. Conduct, record, and compile a subcontractor preliminary punch list prior to issuance of Architect's punch list.
 - i. Maintain daily records of labor force for each sub-contractor and weather including temperature.
9. Warranty Phase of Project:
- a. Coordinate and monitor the resolution of the Architect's "punch-list" items.
 - b. Coordinate post-completion activities including guarantees, manuals, close-out documents, training, and Owner's final acceptance.
 - c. Provide and coordinate a twenty (20) month joint inspection with the Owner and Architect to assure any warranty related issues are taken care prior to expiration of the two (2) year warranty.

VIII. QUALIFICATION AND PROPOSAL FORMAT AND REQUIREMENTS

- A. **Written Submittal (Request for Qualifications or "RFQ"):** Submit One (1) original and five (5) copies of the qualifications shall be submitted. Submittal shall be bound using wire binding, three ring binder, etc. Loose files will not be accepted. All proposals shall be submitted in a cardboard box. Each submittal shall be identical and include a transmittal letter. Proposers are encouraged to follow the sequence of the Initial Written Submittal in their responses. Responses should be concise, clear, and relevant.
- 1. Proposer's cost incurred in responding to this Initial Written Submittal is proposer's alone and the Owner does not accept liability for any such costs.
 - 2. Such qualifications submittals must be typed on standard (8 1/2" x 11") paper. The pages of the qualification submittals must be numbered.
 - 3. A table of contents, with corresponding tabs, must be included as well to identify each section.
 - 4. Responses are limited to a maximum of one hundred (100) pages using a minimum of 10-point Arial font.
 - 5. Any affidavits called for may be included in an appendix and will not count toward the page limit.
- B. **Prerequisite Criteria:** Firms must meet the criteria in the bullet points immediately below. Firms that do not meet these criteria are **automatically disqualified** for further evaluation.
- 1. Firm **MUST** have a safety Experience Modification Rate average of less than 1.20 over the last three years.
 - 2. Firm **MUST** have bonding capacity to provide a payment and performance bond for total cost of work.
 - 3. Firm **MUST** have a current Builder's Risk Insurance Policy.
 - 4. Firm **MUST** have been in business a minimum of 10 years.
 - 5. Firm **MUST** have a fully staffed, permanent office, located within **Two hundred and fifty (250) miles** of the project site.

C. Evaluative Criteria: The Selection Committee will evaluate the submittals based upon the criteria listed in the table below. The Owner has judged each major category of criteria to be worth the point value given, as a maximum, in establishing committee rankings of submittals.

1. Quality and Completeness of Submittal	5	Points
2. Firm History	5	Points
3. Firm Experience	15	Points
4. Project Team	15	Points
5. Local Participation	10	Points
6. Experience with Owner/Architect	5	Points
7. Construction Management Plan	5	Points
8. Legal-Claims History	5	Points
9. Financial Information	5	Points
10. Fee Proposal	20	Points
11. Safety and Coordination Plan	5	Points
12. Distinguishing Factors	5	Points
13. Total	100	Points

D. The proposal submittal should contain responses to the following questions in the order shown:

To be considered, prospective contractors must submit a complete response as required herein. Contractors shall submit evidence of their abilities and provide complete, thorough, and comprehensive responses and information for each of the following components of the RFP.

1. Quality and Completeness of Submittal:

- a. Letter of Interest
- b. Compliance with prerequisite criteria
- c. Organization and presentation of data
- d. Submission of required supporting forms and documentation
- e. Overall appearance of submittal

2. Firm History:

- a. Provide basic company information: Company name, Address & Zip code, E-mail address & Name of primary contact, Telephone number, Fax number, Number of years in business
- b. Indicate form of ownership, including state of residency or incorporation: Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure?
- c. Firm History: Succinctly describe the history and growth of your firm(s).
- d. Indicate location of office responsible for the performance of work on this (these) project(s).
- e. If the firm has multiple offices, the qualification statement should include information about the parent company and branch office separately. Identify the office from which project will be managed and that office's proximity to the project site. Parent company (or general office) financial information as totals will be acceptable IF "parent" (or "general office") means that it is financially responsible for the liabilities of the branch office. If the parent company is not so responsible, meaning that its financial resources are not available to the office that will perform the contract, it will be misleading to the Owner to offer the financials of any office other than the one with the prospect of a contract with the Owner.

3. Firm Experience:

- a. Relevant project experience includes similar buildings and delivery methods relevant to the type of project to be constructed using CM/GC or performing as a general contractor on similar types and sizes of projects.
 - (1) Describe **no more than ten (10)** and **no less than five (5) projects** in order of most relevant to least relevant (similar type of construction and a contract dollar amount equal to 75% or more of the proposed project budget) that demonstrate the firm's capabilities to perform the project at hand.
 - (2) For each of the projects listed provide the following information:
 - (a) Brief project description including date that services were provided
 - (b) Guaranteed Maximum Price (GMP)
 - (c) Change orders: List all change orders. Include description and amount
 - (d) Indicate amount of contingency funds returned to owner
 - (e) Project schedule. Indicate if project was completed on time
 - (f) Provide Owner and design professional contact information
- b. CM/GC References: Provide contact information for a minimum of five (5) clients that may be contacted regarding the performance of the submitting firm on projects completed in the last five (5) years. Contact information shall be provided for Owner and Architect. Indicate project cost, size, and type and date completed.
- c. Trade References: List five (5) major trade contractor references (company, contact, and phone number).

4. Project Team:

- a. Describe your firm's proposed organization for the construction management team including superintendent, project manager, project director, cost estimator, project executive, etc., who will manage the project. Please designate the following specific people to fill the following key roles in your team: Superintendent, Project Manager, Cost Estimator, Other (please describe, if applicable)
- b. Provide for each of the above personnel: Current resumes listing relevant project experience. Each resume should include an owner and design professional reference; Percent of time to be committed to this project.
- c. Identify the person 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. This person's competence, leadership, and ability to achieve customer satisfaction will be heavily considered in the selection of a construction management firm.
- d. Provide an organizational chart showing the lines of responsibility and accountability for your team.
- e. Provide for each key employee examples of experience in constructing facilities similar to this project:
 - (2) Provide photographs of similar projects your firm/team completed in the past three (3) years.
 - (3) Provide a Project Manager reference (if applicable).
 - (4) List the persons who served as the Project Manager, Superintendent, and Cost Estimator. Please note whether this person is still employed with your firm.
 - (5) Indicate those projects that included architect, engineering consultant, and contractor serving a corporate or public client as a team.
 - (6) Provide any additional relevant information.

5. **Local Participation:**
 - a. Location of submitting firm's home office
 - b. List projects completed by submitting firm in local area within 50 miles of the project site.
 - c. Describe how your firm includes local participation from local subcontractors.
 - d. Provide a brief history of local participation on past projects.
 - e. Indicate submitting firm's involvement in the local community.
6. **Experience in Working With Owner and Architect:**
 - a. List projects constructed for Owner in last 10 years
 - b. List projects constructed for architect in the last 10 years
7. **Construction Management Plan:**
 - a. Describe your process for efficiently resolving issues and maintaining the project commitments to work collaboratively with the Architect and the Owner. Provide specific examples demonstrating your ability to solve complex project issues without compromising your team commitments.
 - c. Provide your detailed cost management plan for controlling costs on this project within the stated cost limitation during design and construction. Describe your systems and procedures for controlling costs during design and construction.
 - d. Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.
 - d. Provide your detailed schedule management plan for this project during design and construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.
 - a. Provide your detailed subcontractor management plan, including contract document compliance procedures, project accounting procedures, and issue resolution.
 - b. Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.
 - c. 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
 - d. Define value engineering and describe your approach to providing value engineering with relevant examples.
 - e. Occasionally, subcontractors and suppliers go bankrupt during the course of a project. What would you do to protect the Owner from being adversely affected by such an occurrence

8. **Legal-Claims History:**

- a. **Legal actions taken against Owners and Architects/Engineers:** List all mediation, arbitration, and/or litigation with which the submitting firm has been involved with project Owner, architects' and/or engineers during the last **five (5) years**. Clearly indicate the nature of the issues and the method by which the issues were resolved. Indicate, in addition to the nature of the issue and the method by which they were resolved, the following: The name of the project, date of construction, name of parties involved in the issue resolution, contact party and phone number of participating firms, and dollar value of issue(s).
- b. **Legal Action against Trade Contractors and Suppliers:** Other than actions listed above, has the firm been involved in any litigation, mediation, or arbitration in the past **Three (3)** years? List all and explain.
- c. **Failure to Complete Work:** Has the firm ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm?
- d. **Stop Work Orders:** Stop Work Orders by Authorities having Jurisdiction: Indicate if submitting firm has, during the last five (5) years, been ordered to stop work by authorities having jurisdiction (local, state, federal regulators, code enforcement officials, Owner or architect). If the response to this is yes the submitting firm shall provide the following information: Name of project, Owner's name, date of issuance of stop work, authority issuing notice, trade affected, length of time stop work order was in place, affect that the stop work had on the project schedule and methods used by CM to mitigate/remove the stop work order.

9. **Financial:**

- a. Describe the financial status of your firm
- b. Provide name and contact data for firm's primary financial institution
- c. List your total annual billings for each of the past **three (3)** calendar years.
- d. Supply firm's Debt/Equity ratio experience for the last **five (5) years**, with a signed affidavit. Ensure that information provided is Debt/Equity Ratio and not Assets/Liabilities
- e. List the contact persons, addresses, and phone numbers for your insurance carrier and agent.
- f. List the contact persons, addresses, and phone numbers for the firm's bonding company and agent.
- g. Provide letter from Surety that submitting firm has the capacity to Bond a **\$10,000,000** project.

10. Fee Proposal:

- a. CM firm to submit fee proposal in accordance with the provisions of this section and the attached Project Cost Matrix
- b. CM shall certify that the fee submitted includes all work noted in the 'Cost Matrix' as being part of the CM fee.
- c. CM firm to submit firm's bonding rate
- d. Submitting firm shall not modify, clarify or include exceptions to the fee proposal or fee proposal breakdown. Failure to comply with this requirement will result in a reduction of the submitting firm's score, for this evaluation criteria to 0 points and may subject the proposal to being rejected.

11. Safety:

- a. Describe your company's approach to Safety Control.
- b. Provide your safety plan for this project
- c. Submit a copy of your firm's official safety program. (This does not count toward the page limit.)
- d. Provide letter from your Insurance Company stating your firm's Worker's Compensation Modification Rate (EMR) for the past **three (3) years**. If the three-year average of your modification rating greater than **1.20** will reduce points to zero for this category.

12. Distinguishing Factors:

- a) Statement of Why the Proposing Firm Should Be Selected: This section provides each firm the opportunity to provide specific information that differentiates them from others in the competition.
- b) Provide any distinctive elements/features or important information which has not been previously requested and/or presented that may be considered valuable or uniquely qualifying for this particular project.
- c) Provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest. (This disclosure requirement is not about giving the Owner permission regarding our contacting your references. It is about revealing relationships that your company may have with persons not of your company who are directly involved in the decision-making regarding this project. If your company has no conflicts of interest, your statement should affirm that as fact, and you may do so succinctly. The signer of this statement of disclosure should anticipate the following pledge that will be required by the CM Contract: **"The CM/GC covenants that it currently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance required under this Contract. The CM/GC further covenants that, in the performance of this Contract, no person having any such interest shall be employed or contracted with."**)

IX. ADDITIONAL CONDITIONS

- A. The Owner reserves the right to reject any or all proposals received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.
 1. Confidentiality of Documents: Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the proponent for disposition or usage by the Owner, at its discretion. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award of CM-Owner Contract.
 2. Costs to Prepare Responses: The Owner assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.

3. Waiver of Claims: By submitting a Proposal, each Proposer agrees to waive any claims it has or may have against Owner, the Architect and their respective employees, agents, representatives, and legal counsel, arising out of or in connection with the administration, evaluation, recommendation or selection of any proposal; waiver of any requirements under the proposal, documents or contract documents; accept or reject any proposal; and award of the contract.
- B. Equal Employment Opportunity: During the performance of this Contract, the CM/GC agrees as follows: The CM/GC will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. CM/GC must have a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the workforce of the firm, or procurement services in connection with this project. An affirmative action plan must be maintained for both work force and procurement practices.
 - C. The Owner does not desire to enter into “joint-venture” agreements with multiple Construction Management firms. In the event that two or more firms desire to joint-venture, it is strongly recommended that one incorporated firm become the Construction Management Firm with the remaining firms being consultants.
 - D. The Selection Committee desires to review information on the firm's major consultants. The firm is requested to name principal consultants and submit Statement of Qualifications and Performance Data accordingly, including therein all of the information requested of the firm (including, for example, a statement of efforts which have been or will be made to encourage and solicit participation by qualified minorities).
 - E. Project site visits may be conducted with each of the shortlisted firms prior to their interview

X. INTERVIEW

- A. **Formal Interview Evaluation Criteria:** Upon review of the submittals the Owner/architect will determine if interviews will be conducted. If interviews are conducted the following criteria shall apply.

Major Category	Criteria
Interview (If Required)	
	Overall impression of key team members (project manager, superintendent, project director, cost estimator, project executive, etc.
	Methodology presented to assure success.
	Ability of principals to engender confidence in the ability of the firm to complete the project within the time and cost budgeted.
	Ability of team members to communicate during the interview process.
	Firm's ability to effectively answer questions and problem solve in meeting.
	Overall impression of the firm.

B. Interview Format

The firms selected to make a presentation to the selection committee will be notified. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed one hour (5 minutes for setup, 25 minutes for presentation, 25 minutes for questions, and 5 minutes for knockdown). The format of the firm's presentation during the interview session is at the discretion of the proposer; however, firms should be wary of electronic presentations. Any time beyond your five minutes for setup wasted in attempting to make a computer-aided presentation run will **not** be compensated for from the selection committee's 25 minutes for questions. Members of the selection committee will be present during the formal interview. Firms shall address any questions, prior to the interview, to the selection committee chair. Firms shall not contact any other members of the selection committee.

C. Final Evaluation

Upon completion of the evaluation process by the Selection Committee, the firms will be ranked in descending order of recommendation.

**PARK CREEK ELEMETNARY SCHOOL
MODIFICATIONS**

CM/GC FEE PROPOSAL
(Submit In a Sealed Envelope with Project Cost Matrix)

1. CM/GC'S FEE:

Basis of Fee. The CM/GC's fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the CM/GC 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 CM/GC performs all the requirements of the Contract Documents within the time limits established. If applicable, the fees and costs should be broken down by each site within a multi-site project.

2. **PRE-CONSTRUCTION FEE:** For the Pre-Construction Consulting Services provided by CM/GC, Owner shall pay to the CM/GC Firm a pre-determined fee of **\$100.00** for services performed prior to the receipt of trade contract pricing and the development of the GMP should the submitted GMP **not** be accepted by the Board of Education. Should the GMP be accepted the cost of the preconstruction services shall be part of the Construction Management Fee (Paragraph 3) as defined below.

	TOTAL
Pre-Construction Fee	\$100.00

3. **CONSTRUCTION MANAGEMENT FEE:** The CM/GC's Fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the CM/GC Firm as gross monies due for any and all expenses of the project not included and identified as a COST OF THE WORK, provided the CM/GC Firm performs all the requirements of the Contract Documents within the time limits established. This fee shall include corporate overhead, profit, and General Conditions. For the construction management services provided by CM/GC, Owner shall pay to the CM/GC Firm a Construction Management Fee as follows:

	PERCENTAGE
Construction Management Fee	

4. **PERFORMANCE AND PAYMENT BOND:** 100% Performance and Payment Bonding of the CM-GC Firm (only) shall be considered part of the *Construction Management Fee*. The bond rate shall be as follows:

	RATE (PERCENTAGE)
CM Performance & Payment Bond Rate	

5. **SUBCONTRACTOR DEFAULT INSURANCE:** Contractors may provide, at the contractor's option, subcontractor default insurance (SDI) covering trade (sub) contractors. Should SDI insurance be provided, such cost shall be part of the *Construction Management Fee*. The CM firm shall indicate the cost for the insurance as a percentage of the overall cost of work and shall be as follows:

	RATE (PERCENTAGE)
Subcontractor Default Insurance (SDI - SubGuard)	

6. **SUBCONTRACTOR (TRADE) PERFORMANCE AND PAYMENT BONDS:** At the contractor's option, performance and payment bonds covering trade (sub) contractors may be provided. Should the CM/GC require that the sub/trade contractors provide bonds, the cost for such bonds shall be part of the Construction Management Fee. The CM firm shall indicate the cost for the bonds as a percentage of the overall cost of work and shall be as follows:

	RATE (PERCENTAGE)
Subcontractor/Trade Bonds	

Attach the "Project Cost Matrix" to this CM/GC Fee Proposal in the same sealed envelope.

Proposer

Corporate Seal

Signature

Typed Name/Title

Notary Seal

PROJECT COST MATRIX

All items marked Pre-Const. or Construction Management Services shall be included in your fee if you seek payment for these items. However, it is not required that you provide each item. The GM/GC will use its common practices to determine which items are necessary for the execution of the work.

PARK CREEK ELEMENTARY MODIFICATIONS

Office Expense	In Pre-Const. Services	Construction Management Services within fee	Cost of Work	Owner
CM Field Office, Furniture & Furnishings		X		
Office Supplies - Preconstruction	X			
Office Supplies		X		
Field Office Equipment & Maintenance		X		
Jobsite Radios/Beepers/Cell phones		X		
Copy Machine & Maintenance – Preconstruction	X			
Copy Machine & Maintenance		X		
Computers, Usage, Software & Maintenance – Preconstruction	X			
Computers, Usage, Software & Maintenance		X		
Fax Machine & Service		X		
Field Office Telephone		X		
Long Distance - Preconstruction	X			
Long Distance/Local, All		X		
Office Janitorial		X		
Postage & Expressage – Preconstruction	X			
Postage & Expressage		X		
Plans & Specifications (All printing of plans and specifications)		X		
Scheduling Expenses		X		
Construction Photos & Supplies		X		
Personal Relocation Expenses and Temporary Housing		X		
Job Travel, All		X		
Project Meetings		X		
Construction Trade Training Programs		X		
Record Drawings (As Built)		X		

Advertising (for bids)		X		
Messenger/Runner/Courier		X		
Audit (If Required)		X		
Records Storage		X		
Public Information Program		X		
Testing, Inspection & Quality Control	In Pre-Const. Services	Construction Management Services within fee	Cost of Work	Owner
Testing Laboratory Services-IBC Required				X
Soils Testing & Inspection				X
Concrete Testing & Inspections				X
QC/QA Manager		X		
Testing; Other than Code Required			X	
Provide NPDES storm water monitoring, turbidity testing, and maintenance of sediment control associated with construction activity. Include all fines incurred from authorities having jurisdiction.		X		
Taxes/Insurance/Fees	In Pre-Const. Services	Construction Management Services within fee	Cost of Work	Owner
File and obtain permits from authorities having jurisdiction. Coordinate and schedule inspection. (Fees to authorities having jurisdiction shall be paid by the Owner)		X		
Building Permits Fees				X
Special Permits, Licenses, Fees		X		
Utility Connection Fees				X
Operational Permits		X		
Easements				X
Impact Fees				X
Builder's Risk Insurance		X		
Insurance Deductibles		X		
Owner's & Contractor's Protective Insurance		X		
General Liability & Umbrella Insurance for Project		X		
Other specified insurance		X		
Sales, Use and Gross Receipts Taxes		X		

Performance & Payment Bonds for CM and Trade Contractors; SDI Insurance		X		
Cost of Temporary Services. Cost of temporary services. Includes electrical, water, sanitary, and security until owner takes beneficial occupancy.				X
OSHA, Fines, and Penalties incurred		X		
Construction Managers own legal fees and expenses		X		

Construction Management Labor	In Pre-Const. Services	Construction Management Services within fee	Cost of Work	Owner
Payroll Tax Fringes on Division of labor	X	X		
Worker's Compensation Insurance	X	X		
Pre-const. Management Labor	X			
Const. Management Labor		X		
Safety Officer		X		
General Conditions Labor		X		
Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and the Owner's final acceptance.		X		
Conduct, record, and complete preliminary deficiency list prior to issuance of Architect's deficiency list. Coordinate and monitor the resolution of all deficiency items.		X		
Coordinate, monitor and resolve all warranty complaints and latent deficiencies to the satisfaction of the Owner and the Using Agency during the two-year general warranty period.		X		
Fees	In Pre-Const. Services	Construction Management Services within fee	Cost of Work	Owner
CM Fees (Separately proposed)		X		
Legal Fees		X		
Construction Equipment & Tools	In Pre-Const. Services	Construction Management Services within fee	Cost of Work	Owner
Engineering equipment including transits and levels		X		
Field Engineering		X		

Layout Crew, and Exterior		X		
Engineering Supplies		X		
Layout/Batterboards		X		
Licensed Survey Layout, Baseline, and benchmarks		X		
Site Surveys & Soils Reports				X
Temporary Sanitation Facilities		X		
Temporary power through construction until Owner Occupancy				X
Temporary storage and protection of materials including Owner purchased items with approved purchase orders.		X		
Dump trucks, rubber tire loaders, sweeps, small tools, and supplies, including dump fees for site clean up. General and on-going and job clean-up, final clean-up		X		
Provide portable construction heat and lighting as required.		X		
Financially responsible for all utilities to the project until the authority having jurisdiction provides temporary permit/certificate of occupancy.		X		
Permanent Construction	In Pre-Const. Services	Construction Management Services within fee	Cost of Work	Owner
Trade Contract Cost			X	
Self-Perform Labor & Materials			X	
Materials Incorporated into the Work			X	
Continuous and Final Clean-Up, Interior and Exterior, Except for final waxing of VCT.		X		
Corrective Work: Punch list work and warranty work within the "cost of work" coordinating all corrective work during construction and after Owner's acceptance shall be within construction management services. It is the CM/GC responsibility within the fee to complete any item not performed by subcontractor.		X		