

Lowndes County School District  
**REQUEST FOR PROPOSAL**  
**CONSTRUCTION PROFESSIONAL**

For  
Lowndes County School District – New Lake Park Elementary School  
Lake Park, Georgia

The Lowndes County School District (hereinafter referred to as LCSD) is hereby seeking proposals from construction firms to provide services through the Construction Management at Risk delivery method for the Lowndes County School District – New Lake Park Elementary School which includes a new complete new facility for the Grades K thru 5. The approximate total budget for these projects is \$23,000,000. Request for Proposal (hereinafter referred to as RFP) packages can be downloaded from:

[www.altmanbarrettarchitects.com](http://www.altmanbarrettarchitects.com)

Responses must be received by the Architect, Altman + Barrett Architects, before 2:00 PM on 02/03/2022, after which time and date they will no longer be accepted. Late responses will not be considered. To be accepted, all responses must be submitted in a sealed package marked "Proposal for Lowndes County School District – New Lake Park Elementary School – Construction Professional". Ten (10) hard copies and (1) electronic copy (.pdf format on a thumb drive) of each proposal must be addressed or delivered to:

Keith Barrett  
Altman + Barrett Architects  
117 West Main Street, P.O. Box 665  
Hahira, GA 31632

Oral or telegraphic (including FAX and e-mail) responses are not acceptable.

The LCSD will select the most qualified and responsive construction firm to enter into a Construction Management at Risk contract for the construction of the above referenced project. Award of the contract will be based on an evaluation of all required submittals noted in the RFP and, if needed, interviews.

It is the intent of the Owner to enter into a Construction Management at Risk agreement with one incorporated firm.

Please direct all questions regarding this RFP to;  
Keith Barrett and Travis Petitjean with Altman + Barrett Architects and Jeff Hill with Lowndes County School District. [kbarrett@altmanbarrettarchitects.com](mailto:kbarrett@altmanbarrettarchitects.com), [tpetitjean@altmanbarrettarchitects.com](mailto:tpetitjean@altmanbarrettarchitects.com), and [jeffhill@lowndes.k12.ga.us](mailto:jeffhill@lowndes.k12.ga.us).

**ANY UNSOLICITED CONTACT OR COMMUNICATION REGARDING THIS PROJECT WITH ANY LOWNDES COUNTY SCHOOL DISTRICT SYSTEM OFFICIAL, PERSONNEL OR BOARD MEMBERS BY ANYONE FROM WITHIN OR ON BEHALF OF A PROPOSING FIRMS IS STRICTLY PROHIBITED AND WILL BE GROUNDS FOR DISQUALIFICATION. THIS APPLIES FROM THE DATE OF THIS RFP AVAILABLE UNTIL AFTER A CONTRACT HAS BEEN AWARDED TO THE CONSTRUCTION MANAGER.**

## GENERAL INFORMATION

### Timeline:

Public Advertisement/RFP Available:	1/5/2022
Mandatory Pre-Proposal Conference: Lowndes County Board of Education 1592 Norman Drive Valdosta, GA 31601	01/19/2022 @ 2:00 pm EST
Deadline for Questions:	01/26/2022
Proposals Due:	02/03/2022 @ 2:00 pm EST
Announcement of Successful Contractor or Shortlist Selection Announcement:	02/10/2022
Interviews (if deemed necessary):	02/17/2022 (time TBD)
Announcement of Successful Contractor	03/08/2022
Anticipated Preconstruction Period	03/2022 – 07/2022
Anticipated Construction Begin/End Date	08/2022 – 07/2024

Submission of proposals indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the LCSD during the determination of ranking order and award.

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

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

**Project Description:**

This project will consist of the construction of approximately 100,000 sq. ft. elementary school complete with instructional units, administrative offices, gymnasium, media center, kitchen and cafeteria as well as other spaces per contract documents. Initial planning is for a two-story building with low slope roof structure. The construction location is at 604 West Marion Ave. in Lake Park, GA. Once the new structure is completed, the old facility will be demolished and the site repurposed according to contract documents.

## **GENERAL REQUIREMENTS**

### **Contractor Responsibility**

The selected Contractor will be required to assume total responsibility for all services offered in his/her proposal. The selected Contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters. The Contractor shall also be required to obtain at least three bids for each bid package (work category), exclusive of the Contractor's guaranteed maximum price for the individual bid packages (work categories). If any bid packages receive less than three qualified bids, the Owner reserves the right to require rebidding these packages. The Contractor will not perform any portion of the project with its own forces except in an event or situation deemed necessary by both the Owner and Architect. Individual trade contracts will be between the Contractor and the Trade Contractors, and subject to the LCSD approval.

### **Required Bonds and Insurance**

The selected Contractor will be required to provide a 100% Payment and Performance Bond for the entire amount of the cost of construction. The Proposal shall include a letter from a bonding company indicating its willingness to issue said payment and performance bond for this project. Bonds for this project shall be issued by a bonding company listed in the current edition of the Federal Register as a surety, must be kept in force for the duration of the contract, executed by a resident agent of the State of Georgia and be in compliance with Georgia Revised Statutes.

To adequately protect the interests of the LCSD, the successful respondent shall procure, and maintain insurance during the life of the agreement. See Attachment "A" "Insurance Coverage" for required coverage.

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

### **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 contractors.

### **Background Check Affidavit**

Successful Offeror will be required to execute a background check affidavit attesting to compliance with said affidavit (form to be provided by Owner). Such affidavit will require that ALL personnel of the CM who enter or occupy the Project site have passed a background check performed in accordance with GBO GAPS processing service.

Similarly, the CM shall require that every subcontractor, sub-subcontractor, laborer, and any other workers who perform any work on the Project site will be required to provide the same affidavit for all their respective personnel.

### **Taxes, Fees, Code Compliance and Licensing**

The Contractor shall be responsible for compliance of all materials and construction with the requirements of all statutes, codes, and sanitary laws in effect in the City and/or County in which the Work is performed. The Contractor shall obtain and pay all necessary permits, inspections, tests and insurance required by law. In addition, if applicable to this project, Contractor shall pay for all utility connection fees, tap fees, impact fees, taxes, and any other fees associated with any work related to this project including utility connection/service to this project, as well as Land Disturbance/Notice of Intent/Notice of Termination fees. All installation and construction work shall be done by subcontractors licensed in the State of Georgia. The Contractor shall be responsible for compliance with all applicable codes and statutes.

### **Payment**

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

## **LIST OF REPRESENTATIVE SERVICES TO BE PROVIDED BY THE CONTRACTOR**

### **Project Planning**

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

### **Cost Estimating and GMP Pricing**

6. Provide cost estimate for schematic design.
7. Provide cost estimate for design development.
8. Provide guaranteed maximum price for construction.

### **Bidding and Awarding**

9. Separate construction work into appropriate bid packages (**See Attachment "B"**).
10. Develop requirements to assure time, cost, and quality control during construction.
11. Submit bid packages to the Owner for review before issuing to bidders. Be advised that the Owner reserves the right to modify bid requirements for subcontractors, including insurance, bonding, lien waivers, etc.
12. Provide an estimated construction schedule for issuance with the bid package.
13. Identify bidders and generate bidder interest. Maintain a list of firms contacted and dates of contact for review by the Owner.
14. Schedule and conduct pre-bid conferences in conjunction with the architect and representatives from the LCSD.
15. Advertise and distribute bid documents.
16. Assist in development of necessary addenda and distributing of these addenda to known bidders.
17. Obtain at least three bids on each bid package.
18. Monitor bidder activity.
19. Review and analyze bids and recommend awards.
20. Collect executed contracts, purchase orders, affidavits of assurance, insurance certificates, and performance and payment bonds and distribute copies to Owner, Architect and contractors.
21. Update schedule.
22. Conduct Pre-Construction meetings.

### **Construction Phase**

23. Management staff for construction manager to include an on-site Project Manager and Superintendent. Superintendent shall have supervised past projects of similar size and

scope and have excellent performance references from the Owners for a minimum of three (3) projects within a period of eight (8) years maximum. Contractor shall submit his proposed project manager, superintendent/superintendents and references for review by the Owner and Architect with this proposal. The Contractor is responsible for adequately staffing and maintaining the staff on this project at all times.

24. Mobilization of job site: Provide and maintain a fully equipped project office facility on-site to perform all required Contractor duties and meetings and coordination of on-site temporary facilities.
25. Assure timely procurement of all required permits.
26. Establish and maintain coordination procedures.
27. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
28. Conduct and record a minimum of monthly job progress meetings following a Contractor generated agenda with the Architect, Owner and all active trades, and follow-up with distribution of minutes to all parties.
29. Coordinate and log all request for information (RFI's).
30. Maintain a daily log of jobsite activities.
31. Prepare and submit change order documentation for review and approval by the architect and the LCSD. Review change order proposals to verify validity, purpose, and cost.
32. Maintain a system for review and approval of shop drawings.
33. Maintain written and photographic records and submit routine reports to the architect and the LCSD.
34. Maintain quality control and ensure conformity to contract documents.
35. Establish and maintain a jobsite safety program.
36. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
37. Provide coordination of post completion activities, including the assembly of guarantees, manuals, and the owner's final acceptance.
38. Coordinate and assure timely completion of final punch list.
39. Compile as-built drawings through-out construction.
40. Assemble close-out documents and forward to Architect for approval.
41. Coordinate any training specified for Owner's personnel.
42. Provide all services listed under "General Conditions" in **Attachment "C"** and further detailed in **Attachment "E"**.

### **Post Occupancy**

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

## SELECTION PROCESS

The selection of the Contractor firm will be by an Evaluation Committee consisting of representatives of the Lowndes County School District. The Evaluation Committee will receive and review the proposals and conduct interviews as scheduled, if deemed necessary.

### **Phase I - Proposal Evaluation**

The Proposals will be evaluated against specified criteria and required submittals to determine the most responsible and responsive firm for this project. The specified criteria is listed as follows:

1. Firm Overview (15%)
2. Proposed Management Team (20%)
3. Relevant Construction Experience (15%)
4. Proximity to Site (10%)
5. Approach to CM-at-Risk (5%)
6. Approach to Warranty (5%)
7. Claims History (5%)
8. Financial Information (5%)
9. Contractor Fees (15%)
10. SBE/MBE/WBE and Local Consideration/Participation (5%)

\*Note: Item 9 will be used as a basis for negotiation with the highest ranked firm. In the event that these items cannot be negotiated to mutually acceptable amounts, the Owner will proceed to negotiations with the 2<sup>nd</sup> highest ranked firm.

Upon completion of the Phase I - Proposal Evaluation, LCSD may conduct an additional evaluation of shortlisted Contractor firms via an interview if deemed necessary.

### **Phase II - Interviews**

Contractor firms chosen for interviews will be notified of the place and time that the interview will be conducted. The interview criteria will also be given to the shortlisted firms at that time.

### **Negotiation and Signing of Contract**

Upon completion of Phase I, and Phase II (if required), an AIA A133-2019 Lowndes County School District/Construction Manager as Constructor Agreement – Cost of Work Plus Fee with GMP contract without Mandatory Amendment #1 will be executed between the selected Contractor and the LCSD. A Guaranteed Maximum Price (herein after referred to as GMP) will be prepared by the Contractor. The GMP shall be submitted to the LCSD and shall include a detailed project schedule, schedule of values that includes contractor contingency, a schedule of trade packages with subcontractors, clarifications and assumptions, and a monthly cash flow chart. Upon agreement by all parties on the GMP, the Mandatory Amendment #1 will be completed, signed and attached to the contract and shall constitute the full contract for the project. Once this is completed, a Notice to Proceed will be issued. Upon the Owner receiving a fully executed contract, the Contractor may request payment for 100% of Pre-Construction Services.



## RESPONSE FORMAT AND CONTENTS

### General Information

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

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

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

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

Each respondent shall provide the LCSD with ten (10) copies of his/her response. Begin each section and subsection as described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly across the bottom of each page.

Submission of a response authorizes the Owner to make inquiries concerning the respondent and its officers to any persons or firms deemed appropriate by the LCSD. Proposer consents to and authorizes the full investigation of the information given herein or in such other forms completed in connection with this proposal and consents to representatives of the LCSD contacting the named references, named financial institutions, and such other persons as may be needed to confirm such information, and waives any right proposer may have for such information or the intentional withholding of material facts (as determined by the Authority in its sole discretion), shall be a reason for rejection of the Proposal.

Questions that arise prior to the proposal submittal date shall be submitted by email to: Keith Barrett, Principal Architect, [kbarrett@altmanbarrettarchitects.com](mailto:kbarrett@altmanbarrettarchitects.com)  
Travis Petitjean, Project Manager, [tpetitjean@altmanbarrettarchitects.com](mailto:tpetitjean@altmanbarrettarchitects.com)  
Jeff Hill, Executive Director of Facilities and Operations, [jeffhill@lowndes.k12.ga.us](mailto:jeffhill@lowndes.k12.ga.us)  
Phone calls will not receive a response.

## Proposal Format

### Cover Letter

Each proposal shall include a one-page cover letter at the beginning of the proposal. The cover letter shall provide an overview, and summarize the key strengths of the submitting firm.

1. **Firm Overview (15%):** Briefly describe your firm, its officers, and executive management. Explain your company philosophy as a Construction Manager, including any unique aspects of your firm that separate you from your competitors. Factors such as years-in-business and work experience will be considered.
2. **Proposed Management Team (20%):** Furnish an organizational chart for your firm specifically indicating those who will be involved in this project, the amount of time they will be assigned to the project and their specific assignments, resumes, and construction experience. Please include detailed resumes of the on-site management team proposed (both Project Manager and Superintendent).
3. **Relevant Construction Experience (15%):** Specifically identify the top ten (10) most related projects your firm has completed, and include the following information:
  - Project name, location & description
  - Original GMP or original bid compared to final cost
  - Original schedule compared to actual completion time
  - Reference for the project with name, address and phone number
4. **Proximity to Site (10%):** Identify the location of the managing home office and its proximity to this site. Describe how your company would provide adequate supervision, oversight, and involvement from company executives / owners.
5. **Approach to CM-at-Risk (5%):** Describe your general approach to the cost, schedule, quality control, and safety methods for this project as they relate to Construction Management-at-Risk. Describe your firm's project management systems and how your firm intends to provide preconstruction and construction management services. Submit your firm's safety rating on the last 5 projects over \$10 million and your firm's overall safety rating.
6. **Approach to Warranty (5%):** Describe your firm's process 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.
7. **Claims History (5%):** List all litigations, arbitrations, and mediations in which the firm has been involved in the past ten (10) years and indicate the disposition of each such claim, the name of the owner, and the nature of the claim.
8. **Financial Information (5%):** Provide one copy, in a separate sealed envelope marked "**FINANCIAL INFORMATION**", of a reviewed and/or audited financial statement, balance sheet and income statement for the firm prepared by a certified public

accountant. The financial statement must be within 6 months of year end, but in no case more than 18 months old. Provide a compliance letter from your bonding company showing consent to provide 100% Performance and Payment Bonds for your services as a Contractor. Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of Georgia. The certificate of insurance should be addressed to LCSD and be dated within 30 days of the RFP due date.

**9. Fees (15%)**

**a. Pre-Construction Services Fee:**

- i. Provide a lump sum fee for preconstruction services listed in **Attachment "C"** and further detailed in **Attachment "E"**.

**b. General Conditions Fixed Fee:**

- i. Provide an itemized listing of General Condition with the associated cost for each item with duration and unit rate following the format indicated on Attachment "C". Basis for calculation should be a 23 months construction schedule with an overall construction phase budget of \$23 million that includes Construction Contingency, General Conditions Fixed Fee, and Overhead and Profit.

**c. Proposed Percentage Fee for Overhead and Profit:**

- i. Contractor shall stipulate a percentage fee for Overhead and Profit on **Attachment "D"**.

**10. SBE/MBE/WBE and Local Consideration/Participation (5%):** It is requested by the Lowndes County School District to encourage local participation of subcontractors and suppliers in this construction project. The Contractor shall demonstrate their process to provide the opportunity for local subcontractors and suppliers to compete for contracts to provide goods, services, and/or construction.

\*Note: Item 9 will be used as a basis for negotiation with the highest ranked firm. In the event that these items cannot be negotiated to mutually acceptable amounts, the Owner will proceed to negotiations with the 2<sup>nd</sup> highest ranked firm.

Firms must also provide supporting documentation as follows;

- 1) Proposer must provide a sworn statement attesting to compliance with the following minimum criteria.
- 2) The 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.
- 3) Firm must have sufficient bonding capacity for anticipated total cost of Work. Provide a letter from Surety Company, signed by an officer of the Surety Company listing State of Georgia license, A.M. Best A-/VII rating (or better), and US Treasury Circular 570 listing including underwriting limitation, and confirming surety company's willingness and ability to issue the required performance and payment bonds for this project to this Contractor.
- 4) Firm must have current Commercial General Liability Insurance policy, and must be able to provide all insurance coverages, limits, and endorsements as required by Attachment A - Insurance Requirements.
- 5) Firm must currently have and maintain Worker's Compensation insurance as required by the State of Georgia Workers Compensation statutes.
- 6) Firms must have all necessary, valid and current licenses to do business in the State of Georgia. Provide a copy of GC license, business license and Georgia Certificate of Existence.
- 7) Firm must demonstrate sufficient cash flow to undertake the project as evidenced by a quick ratio (current assets/current liabilities) of 1.0 or higher.
- 8) The 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 1.1 or less. Provide documentation verifying this requirement.
- 9) The firm or its principals must not have not been terminated for cause or currently in default on any contract.
- 10) Proposer affirms that no person, by himself or herself, or anyone associated with Proposer in any way whatsoever, has prevented or endeavored to prevent competition in bidding or proposals by any means whatsoever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefore by any means whatsoever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work. Proposer further affirms and covenants that it will make an oath confirming the foregoing (as required by O.C.G.A. § 36-91-21(e)) prior to commencing any work, should it be awarded the contract which is the subject of this proposal.

**Attachment A**  
**INSURANCE REQUIREMENTS**

**§1.1 CM'S LIABILITY INSURANCE**

**§1.1.1** LCSD shall require CM to procure and maintain for the duration of the Agreement the following minimum required insurance with insurers financially acceptable and lawfully authorized to do business in Georgia with an A.M. Best rating of no less than A-/VII, unless otherwise approved in writing by LCSD. Placement of an Owner Controlled Insurance Program ("OCIP") will cause the General Liability coverage required of CM and of each Subcontractor of every tier in this Section to apply to CM, and its subcontractors respective offsite operations. Such coverage shall protect LCSD and such party's directors, officers, and employees, against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which arise from the performance of the Work hereunder by or on behalf of CM, its Subcontractors and their agents, representatives, employees or subcontractors. CM shall cause each Subcontractor of every tier to comply with the insurance requirements set forth in this Exhibit.

**§1.1.2** LCSD shall have the right but not the duty to procure and maintain CM-provided coverage required in this Section should CM fail to procure and maintain such insurance. In such event, LCSD shall be entitled to recover the costs associated with CM's failure to procure and maintain the required insurance, including, but not limited to, a set-off against any sums otherwise due to CM under this Agreement to reimburse such costs to procure and maintain the insurance.

**§1.1.3** If LCSD is damaged by CM's failure to purchase or maintain insurance required under this Exhibit, then CM shall bear all costs (including attorneys' fees, paralegal fees, consultant fees and court and settlement expenses) properly attributable to its failure to purchase or maintain the insurance, which costs may be set-off against any sums otherwise due to CM under this Agreement, in addition to all other rights or remedies available to LCSD under this Agreement and applicable law.

**§1.2 Minimum Scope of Insurance**

Unless otherwise agreed by LCSD, CM's insurance coverage shall be written for the extent and policy limits of liability not less than the limits specified here or as required by law, whichever are greater:

1. Workers' Compensation Insurance as is required by Georgia law, or as may be available on a voluntary basis. Statutory coverage must apply in the state in which the work is being performed. Coverage shall extend to voluntary, temporary, or leased employees unless CM can provide evidence that such employee is covered under other applicable Workers' Compensation Insurance. If CM's Workers' Compensation Insurance exempts officers and directors from such insurance, such officers and directors shall not be allowed in those Project areas to which this Workers' Compensation coverage would apply.
2. Employer's Liability Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

3. Automobile Liability Insurance covering liability arising from the use or operation of any auto, including those owned and non-owned (Symbol 1) operated or used by or on behalf of CM or its Subcontractors.
4. Commercial General Liability Insurance on an occurrence coverage basis against claims for bodily injury, death, and property damage (including loss of use), products completed operations, personal injury, and advertising injury, at least as broad as the 1993 *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, including Blanket Contractual Liability, XCU, and Broad Form Property Damage or its equivalent. Other than standard exclusions applicable to asbestos, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, contractual liability, construction defects or subsidence. Unacceptable exclusions include, but are not limited to, exclusions for damage to Work performed by subcontractors on CM's behalf (*e.g.*, CG 22 94 or CG 22 95); for contractual liability (*e.g.*, CG 21 39); employee versus employee; explosion, collapse and underground; and for known loss. In addition to procuring and maintaining this insurance during the duration of this Agreement, CM agrees to continue to procure and maintain, products and completed operations liability insurance coverage through the applicable statute of repose period.
5. Umbrella Liability Insurance, occurrence based follow form, providing additional limits in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability policy limits. CM shall maintain umbrella liability insurance as shown below. Endorsements shall include Pay on Behalf of Wording; Concurrency of Effective Dates with Primary; Aggregates: Follow Form Primary; and Drop Down Feature.

### §1.3 Minimum Limits of Insurance

<b>Type of Insurance</b>	<b>Minimum Limits Required Per Claim/Occurrence</b>	<b>Minimum Limits Required Aggregate Policy Limits</b>
<b>1.</b> Worker's Compensation	Statutory Limits	Statutory Limits
<b>2.</b> Employer's Liability (Bodily injury by accident)	\$1,000,000.00	N/A
a. By disease	\$1,000,000.00	
b. Each accident	\$1,000,000.00	
c. Each Employee	\$1,000,000.00	
<b>3.</b> Commercial Auto Liability (no deductible in excess of \$5,000.00)	\$1,000,000 Combined single limit/each accident	N/A

4. Commercial General Liability	\$2,000,000	\$ 5,000,000
a. Bodily Injury/Property Damage	\$2,000,000	\$ 5,000,000
b. Products/Completed Operation	\$5,000,000	\$ 5,000,000
c. Personal and Advertising Injury	\$4,000,000	\$ 5,000,000
d. Medical Expense limit (any one person)	\$10,000	
e. Loss of Use Insurance	\$4,000,000	\$5,000,000
5. Umbrella Liability Insurance (no deductible in excess of \$25,000.00)	\$25,000,000	\$25,000,000
6. Professional Liability Insurance	\$3,000,000	\$3,000,000
7. Professional Liability Insurance for any design-build subcontractor	\$1,000,000	\$1,000,000

#### **§1.4 Deductibles and Self-insured Retentions**

The funding of deductibles and self-insured retentions for insurance maintained by CM under this Section 1 shall be the sole responsibility of the party procuring the insurance, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving any additional insured entity. Any self-insured retentions in excess of \$25,000 must be declared to and approved in advance in writing by LCSD. Notwithstanding anything to the contrary, LCSD shall have the right, but not the obligation, to pay any deductible or self-insured retention in order to qualify CM to recover under any insurance policy required by this Agreement. CM shall reject any self-insured retention endorsement that would limit the right of LCSD to make such payment.

#### **§1.5 Additional Insurance Policy Requirements**

The required insurance shall contain the following additional provisions:

1. Additional Insured -LCSD shall be additional insureds on the above-referenced Commercial General Liability, Automobile Liability, and Umbrella or Excess Liability policies as respects claims or liabilities result from the negligence, intentional acts or omissions arising from or related to the work operations of CM and its Subcontractors, and completed operations and those of the employees, subcontractors, and others acting on behalf or at the direction of CM and its Subcontractors. The additional insured endorsements shall be at least as broad as the current editions of the *Insurance Services Offices forms CG 20 10 and CG 20 37*, 2010 forms, through the period of repose

2. Primary Coverage – The insurance required in this Exhibit from CM shall be primary insurance, and any insurance or self-insurance maintained by LCSD shall be excess of and non-contributory with the insurance obtained by CM and subcontractors. Coverage shall not be subject to invalidation by virtue of any act or omission of another insured, its officers, employees, agents, or other representatives.
3. Severability of Interest – Except with respect to the limits of insurance, CM’s required insurance under this Section shall apply separately to each insured or additional insured.
4. Notice of Cancellation – CM shall provide thirty (30) days’ written notice to LCSD by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance. Notice of cancellation from the insurer shall be provided in accordance with policy provisions.
5. Waiver of Subrogation – CM agrees to waiver of subrogation against LCSD, and CM shall cause each of its Subcontractors to waive all rights of subrogation against LCSD, for all costs or expenses, losses, damages, claims, suits or demands, howsoever caused:
  - (i) To real or personal property, such as vehicles, equipment, and tools owned, leased or used by CM or CM’s employees, agents or Subcontractors; and
  - (ii) To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by CM or Subcontractors. This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims (unless prohibited under applicable statutes), and all third-party liability claims. This waiver shall apply to all deductibles, retentions or self-insured layers applicable to the required, or any other insurance (except professional liability to which this requirement does not apply), maintained by CM. CM agrees to endorse the required insurance policies to permit waivers of subrogation in favor of LCSD as required hereunder. CM further agrees to defend, indemnify and hold harmless LCSD for any loss or expense incurred as a result of CM's failure to obtain such waivers of subrogation from CM's insurers.
6. All Subcontractors are subject to the same insurance requirements as required of CM for Commercial General Liability, Automobile Liability and Worker's Compensation coverage. Subcontractors performing Mechanical, Electrical, Plumbing, Roofing, and Structural services must also maintain Umbrella insurance policies with a minimum limit of \$5,000,000 per occurrence and \$10,000,000 aggregate. Subcontractors not performing Mechanical, Electrical, Plumbing, Roofing, and Structural services shall maintain Umbrella/Excess insurance policies with a minimum of \$1,000,000.00 per occurrence.



7. CM and its Subcontractor shall not violate or knowingly permit others to violate any condition or term of the insurance policies required or provided under this Agreement, including those provided by LCSD or on its behalf.

#### **§1.6 Verification of Contractor-provided Insurance**

**§1.6.1** CM shall furnish to LCSD and shall require Subcontractors of every tier to furnish to LCSD, a certificate of insurance on the 2014 ACORD form evidencing the required coverage prior to the commencement of Work or operations at or on the Project. CM shall provide renewal certificates to LCSD. At the request of LCSD, CM shall promptly direct its broker and insurer to provide complete, certified copies of all required insurance policies, including endorsements necessary to effect coverage required by this Agreement.

#### **§1.7 No Representation of Coverage Adequacy**

**§1.7.1** In specifying minimum CM insurance requirements, LCSD does not represent that such insurance is adequate to protect CM for loss, damage or liability arising from its Work. CM is solely responsible to inform itself of the types or amounts of insurance it may need beyond these requirements to protect itself. The insurance requirements set forth in minimum amounts shall not be construed to relieve CM for liability in excess of such coverage, nor shall it preclude LCSD from taking such other actions as are available to it under any other provision of this Agreement.

**§1.7.2** CM's compliance with the minimum insurance requirements contained in this Article shall not relieve CM from liability under any indemnity or other provision set forth in the Contract Documents or limit its liability under the Contract Documents or applicable law.

#### **§1.8 OWNER-PROVIDED INSURANCE**

##### **§1.8.1 Property insurance – Builder's Risk Insurance**

LCSD has procured or caused to be procured a builder's risk property insurance policy for the Project for the full cost of replacement at the time of the loss. The insurance is provided by a company or companies lawfully authorized to do business in Georgia and the builder's risk policy insures against loss of direct physical loss, damage, or destruction by fire (with extended coverage), theft, vandalism, terrorism, malicious mischief, collapse, flood, earthquake, windstorm, falsework, testing and startup, temporary buildings and debris removal including but not limited to demolition occasioned by enforcement of any applicable legal requirements and the value of related soft costs occurring during the policy period, except as excluded, to the property described and insured in the policy. The builder's risk policy shall be in the amount of the initial Contract Sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total Project value. The policy shall be endorsed to allow CM to grant access to any vendor to deliver and install furniture, furnishings, and equipment, to allow partial or

complete occupancy by LCSD, and to permit completion of performance by CM and its Subcontractors of every tier. Such insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made as provided or until no person or entity other than LCSD has an insurable interest in the Project. CM shall be a named insured on LCSD's Builder's Risk insurance policy and shall comply with conditions of the policy, including but not limited to providing appropriate security personnel on the Project at all times. Builder's Risk insurance shall be on an "all-risk" or equivalent policy form, as "all-risk" is defined and interpreted according to applicable law. The policy shall waive subrogation by endorsement and such waiver of subrogation shall be effective as to a party even though such party may have a duty to indemnify the other, by contract, law, or equity; did not pay for such builder's risk coverage; or whether such party had an insurable interest in the damaged property.

**§1.8.1.1** If LCSD does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, LCSD shall so inform CM in writing prior to commencement of the Work. CM may then procure insurance that shall protect the interests of CM, Subcontractors and Sub-Subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to LCSD.

**§1.8.1.2** For any losses CM causes or contributes to which are covered by the Builder's Risk insurance policy, CM shall be liable for deductibles in the amount of \$25,000 per occurrence to the extent that any loss and/or damage arises or results in whole or in part from the acts, conduct and/or omissions of CM, its Subcontractors, suppliers of any lower tier to CM.

**§1.8.1.3** This property insurance shall cover portions of the Work stored off the site and also portions of the Work in transit.

## **§1.9 Pollution Liability**

**§1.9.1.1** LCSD has procured or has caused to be procured a pollution liability insurance policy for the Project. The insurance is provided by a company or companies lawfully authorized to do business in Georgia. Pollution liability insurance limits are One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) aggregate with an option to provide excess coverage in the amount of Twenty Million Dollars (\$20,000,000.00) per occurrence, Ten Million Dollars (\$10,000,000.00) aggregate.

**§1.9.1.2** If LCSD does not intend to purchase such pollution liability insurance described in this Section with all of the coverages in the amount described above, LCSD shall so inform CM in writing prior to commencement of the Work. CM may then procure insurance that shall protect the interests of CM, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to LCSD.

**§1.9.1.3** For any losses CM causes or contributes to which are covered by the pollution liability insurance policy, CM shall be liable for deductibles up to the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence to the extent that any loss and/or damage arises or results in whole or in part from the acts, conduct and/or omissions of CM, its Subcontractors, suppliers of any lower tier to CM.

### **§1.10 Mutual Waivers of Subrogation**

**§1.10.1** LCSD and CM waive all rights against (1) each other, and any of their subcontractors, sub-subcontractors, agents and employees, each of the other and (2) against LCSD's Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained under this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the LCSD upon adjustment and payment of the claims by the insurer. The policies shall provide such waivers of subrogation by endorsement. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§1.10.2** A loss insured under LCSD's property insurance shall be adjusted by the insurer and made payable to LCSD for the insureds, as their interests may appear. CM shall pay Subcontractors their just shares of insurance proceeds received by CM, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

### **§2.1 OWNER CONTROLLED INSURANCE PROGRAM**

**§2.1.1** If LCSD establishes an Owner's Controlled Insurance Program ("OCIP") providing Workers Compensation, General Liability and Excess Liability covering CM, its Subcontractors of any tier and such other persons or interests as LCSD may designate as insured parties under the program. LCSD requires CM and all Subcontractors of every tier to seek enrollment directly in the OCIP, subject only to the OCIP Administrator's acceptance for enrollment in the OCIP. CM shall require each Subcontractor of every tier to apply for enrollment through the OCIP Administrator. Once enrolled, CM and its Subcontractors of every tier shall be an insured under the OCIP policies. All CM-furnished coverages described in this Article shall then apply to CM or Subcontractor operations performed away from the Project site. LCSD's and CM's responsibilities to enroll and comply with the other disclosure and claims requirements of the OCIP shall be addressed in the OCIP Insurance Manual (the "Manual").

**§2.1.2** OCIP coverage shall only apply to CM and its Subcontractors of every tier who are enrolled in the OCIP and shall not apply to suppliers, materialmen and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site. In addition, coverage shall only apply to those operations at the Project site in connection with the Work required by the Agreement.

**§2.1.3** CM shall participate and enroll in the OCIP and shall comply with all administrative, insurance, and safety requirements as outlined in the Manual. The failure of LCSD to include the Manual in the bid package shall not relieve CM of any of the obligations contained in the Manual. CM shall complete all enrollment procedures and shall request copies of the Manual if they are omitted from the Contract Documents. CM shall require its Subcontractors of every tier to enroll and to request copies of the Manual if it is omitted from the Contract Documents transmitted. Regardless of the requirements in the Manual or elsewhere in the Agreement, CM shall at all times be solely responsible to maintain a safe and drug-free working environment consistent with Federal, state and local requirements.

**§2.1.4** CM and its Subcontractors at all tiers agree to comply with the conditions of the insurance policies provided under the OCIP.

**§2.1.5** LCSD assumes no obligation to provide insurance other than the insurance referenced in the Manual. CM shall review the coverages and policies and satisfy itself that the coverages meet the needs of CM. LCSD, however, reserves the right to furnish other coverage of various types and limits provided that such coverage shall not be less than that specified in the Agreement. The cost of the premiums for the OCIP insurance shall be paid by LCSD or on its behalf. LCSD shall receive and pay, as the case may be, all adjustments in these costs, whether by way of dividends, audits or otherwise to reimburse any portions of those premiums paid. CM and enrolled Subcontractors at any tier shall execute any instruments of assignment as may be necessary to permit LCSD receipt of these adjustments. The furnishing of insurance by LCSD through the OCIP shall in no way relieve or limit or be construed to relieve or limit CM of any responsibility or obligation whatsoever otherwise imposed by the Agreement, except that CM shall be relieved of the responsibility to provide those insurance coverages provided under the OCIP. Any type of insurance coverage or increase in limits not described above which CM requires for its own protection or on account of statute shall be the responsibility of CM and at its own expense.

**§2.1.6** If LCSD, for any reason, is unable to furnish coverage or elects to discontinue the insurance program or requests that CM no longer participate in the program, LCSD shall give written notice to CM that its coverages required in Section 1.1 above shall be in force and effect in place of coverages provided under the OCIP.

**Attachment B**  
**ESTIMATED MINIMUM BID PACKAGE LIST**

Site Work  
Site Utilities  
Site Paving  
Site Concrete  
Termite Control  
Chain Link Fence  
Cast-in-place Concrete  
Masonry  
Structural & Miscellaneous Steel, Metal Stair & Railing  
Carpentry  
Building Insulation  
Doors, Frames & Hardware  
Windows, Storefront, Glass & Glazing  
Overhead Coiling Doors  
Framing, Drywall & Acoustical  
Epoxy Flooring  
Resilient Flooring & Carpet  
Painting & Joint Sealant  
Specialties  
Signage  
Manufactured Canopy Covers  
Toilet and Bath Accessories  
Toilet Partitions  
Roofing  
Aluminum Grandstands and Bleachers  
Kitchen Equipment  
Plumbing  
Fire Protection  
HVAC  
Electrical System (Including low voltage systems)

## Attachment C

### PRE-CONSTRUCTION FEE AND CONSTRUCTION PHASE GENERAL CONDITIONS FEE

1. Pre-Construction Phase Services
  - a. Estimating
  - b. Subcontractor solicitation
  - c. Scheduling
  - d. Value engineering & constructability reviews
  - e. Reproduction & distribution of bid documents
  - f. Postage
  - g. Advertising
  - h. Office supplies
  - i. Cost of personnel & associated costs (labor burden, cell phone, vehicle)
  - j. Payroll taxes
  - k. Bid packages
  - l. Office costs
  - m. Participation in design meetings
  - n. GMP preparation & delivery
2. Construction Phase Services (General Conditions)
  - a. Project Management (minimum 1 full-time, on-site project manager)
  - b. Assistant Project Manager
  - c. Project Engineer
  - d. Field Supervision (min. 1 full-time on-site superintendent)
  - e. Assistant Superintendent(s)
  - f. Project Clerical
  - g. Additional Project Personnel
  - h. Development of Reports (provide daily and monthly written reports including a daily log and pictorial records of the project progress.)
  - i. Safety and security measures to include all OSHA requirements.
  - j. Performance & Payment Bond
  - k. Payroll Taxes
  - l. Labor Burden
  - m. Builder's Risk Insurance
  - n. Insurance for Construction Manager, personnel, equipment and building
  - o. Temporary office trailer(s) with fully functional lavatory & separate meeting room to accommodate 20 people.
  - p. Office equipment and furnishings, office supplies, telephone, fax, utilities, wireless internet access, drinking water & cups, meeting table and chairs, cleaning supplies, paper towels, toilet paper and any other items necessary to administer the project on-site.
  - q. Vehicles for Contractor's staff.
  - r. Installation, maintenance and removal of Temporary Fencing.
  - s. Project construction signage.

- t. Temporary sanitation facilities.
- u. Jobsite security
- v. Portable construction heat
- w. Dumpsters, labor, tools, supplies, and disposal fees for daily and final project cleanup.
- x. Building layout including engineers, instruments, and supplies.
- y. All insurance listed in the "General Information" section.
- z. All required permits, fees, and applicable state and local taxes.
- aa. Provide EPD storm water monitoring associated with construction activity.
- bb. All testing as stipulated in the contract documents.
- cc. Travel and living expenses for Contractor's Staff.
- dd. Temporary water, electrical, telephone and other utilities required during the construction phase.
- ee. Temporary lighting.
- ff. Temporary weather protection.
- gg. Printing cost for submittals and close-out documents.
- hh. Monthly progress photos.
- ii. Equipment for site logistics and clean-up.
- jj. Itemize any additional General Condition cost not specified above.

Pre-Construction Phase Services Fee: \$\_\_\_\_\_

Construction Phase Services Fee (General Conditions): \$\_\_\_\_\_

Attachment D

**CONSTRUCTION MANAGEMENT SERVICES FEE**

Overhead & Profit: \_\_\_\_\_%



## **Alternates and Change Orders**

1. Any Contractor fee for alternates accepted by the owner shall be paid using the percentage stipulated herein.
2. Change Orders will only be considered on Owner requested changes and unforeseeable conditions. For all executed change orders (changes in the work), the contract sum, and Contractor Fee shall be as specified in AIA A201 -2017 General Conditions, Article 7. Delete from paragraph 7.3.4 the words "the Agreement, or if no such amount is set forth in the agreement, a reasonable amount" and insert the paragraph below:
  - A. In AIA A201-2017 General Conditions, paragraphs 7.3.3 and 7.3.4 the allowance for overhead and profit combined, included in the total cost to the owner shall be based on the following:
    - 1) For the Construction Manager, for any work performed by his forces for changes in the work, ten percent (10%) of the costs.
    - 2) For the Construction Manager, for any work performed by his subcontractors for changes in the work, five percent (5%) of the cost due to the subcontractor, or no more than as stated in the Contractor @ Risk proposal form, whichever is least.
    - 3) For each subcontractor involved, for any work performed by his own forces for changes in the work, ten percent (10%) of the subcontractor's cost.
    - 4) Overhead and profit is to be applied to only those costs identified in AIA A201-2017 General Conditions, paragraph 7.3.4.
    - 5) In order to facilitate checking and verification of change order proposals for both increases and decreases in the contract amount, all change order proposals shall be accompanied by a complete cost breakdown of the items in AIA A201-2017 General Conditions, paragraph 7.3.4 for both the Construction Manager and the subcontractors.
    - 6) The only allowable mark-up for the cost of changes in the work shall be for overhead & profit as stated in subparagraphs above.