

## **Request for Qualifications and Proposals**

## To provide Design-Build Services

To the

## Houston County Board of Commissioners 2018 Kings Chapel Road Perry, Georgia 31069

For

## BID #26-01

## **HEMA Storage Warehouse**

#### **Table of Contents**

- I. Request for Qualifications and Proposals
- **II. Project Overview** 
  - A. Building Program
  - B. Project Delivery Method
  - C. Project Schedule
  - D. Construction Budget
  - E. Form of Agreement
- III. Scope of Services
  - A. Design Phase Services
  - B. Pre-Construction Phase Services
  - C. Construction Phase Services
  - D. Warranty Phase Services
- IV. Schedule of Events
- V. Request for Clarification
- VI. Submittal Requirements
- VII. Proposal
  - A. Instructions
  - B. Format and Requirements
    - 1. Description of Firm
    - 2. Experience
    - 3. Project Team
    - 4. Pre-Construction Management Plan
    - 5. Construction Management Plan
    - 6. Schedule
    - 7. Local Participation Plan
    - 8. Insurance
    - 9. Financial
    - 10. Fee Proposals
    - 11. Addendum Acknowledgement Page
    - 12. S.A.V.E. Affidavit
    - 13. CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)
    - 14. Proposal Bond
    - 15. Non-Conflict of Interest
- VIII. Evaluation, Selection, and Award
- **IX.** Additional Conditions
- X. Equal Opportunity

Attachment A

#### I. <u>Request for Qualifications and Proposals</u>

The **Houston County Board of Commissioners** is requesting submittals from qualified firms for the project listed below in Article II. If your firm is experienced in similar type and size projects, you are requested to submit your qualifications for consideration and an opportunity to submit a fee proposal for Design-Build services for the project.

The Houston County Board of Commissioners shall have the right to terminate the relationship with the firm at any time with or without cause.

The Houston County Board of Commissioners plans to select the firm that it believes best meets the County's needs. The Board reserves the right to reject any or all proposals and to waive technicalities.

The Houston County Board of Commissioners is not liable for any cost incurred by any person or firm responding to this Request for Proposal.

Proposers agree to waive any claims they have or may have against the Houston County Board of Commissioners, employees, agents, members, representatives, and legal counsel:

- 1. Arising out of or in connection with the administration, evaluation, recommendation, or selection of any proposal.
- 2. Waiver of any representations under the proposal or documents.
- 3. Accept or reject any proposal and award of contract.

#### II. Project Overview

The <u>Houston County Board of Commissioners</u> is responsible for the construction of the following projects located in **Houston County, GA**.

#### **HEMA Storage Warehouse**

The proposed project is part of the County's initiative to enhance operational efficiency and provide adequate storage for our HEMA services. The warehouse will feature a 6-bay design, with at least five (5) bays being drive-through. The minimum dimensions of the doors will be 16' x 16'. Electric heaters will be necessary to prevent the building from freezing during the winter. While there will be no plumbing in this building, we will require electricity for outlets and lighting. Houston County will perform all the earthen site work necessary to prepare the building pad. Any parking, landscaping, and site access will be provided by the Owner.

#### A. Building Program

The project will be designed and constructed to a level of quality and timeliness that reflects the long-term use of a municipal-owned facility.

#### B. Project Delivery Method

This is a design-build contract. The design and construction team will need to expedite the project's completion while maintaining high standards of design, quality, and cost control. The firm must be a licensed contractor in the State of Georgia. If required, the firm must provide design services by a registered architect holding an active professional license and certificate of authorization issued by the Georgia State Board of Architects and Interior Designers. If required, the firm must provide engineering and surveying services by a professional engineer or professional surveyor holding an active professional license and certificate of authorization issued by the Georgia Professional engineer or professional Engineers and Land Surveyors Board. The Firm will be responsible for design, pricing, value engineering, scheduling, safety, maintainability, and constructability issues. The Design Builder shall select all construction subcontractors through a competitive selection process, considering cost and other relevant factors, with the owner's approval of each subcontractor.

#### C. Project Schedule

Project completion is expected no later than May 1, 2026.

#### D. Construction Budget

A total budget of \$2,000,000, including all fees, design, construction, materials, and equipment costs.

#### E. Form of Agreement

The agreement between the Owner and the Firm will be a form of agreement where the basis of payment is the cost of the work plus a fee, which will be converted to a Guaranteed Maximum Price (GMP). Initially, the basis of the contract will be the Firm's fixed prices for Pre-Construction Services. A GMP Amendment before the bidding of trade packages will be incorporated into the contract. The Project will be "open book" with all savings, including unused contingency, returned to the Owner. Before interviews, if given, firms being short-listed may receive, upon request, the intended form of agreement to be used by the Owner.

#### III. Scope of Services

The Firm managing the design-build process will be responsible for assuming design and construction risk from the owner. The services described below represent the minimum services required; however, they are not a comprehensive list of all the services required.

#### A. Design Phase Services :

Design Phase Services should include, but may not be limited to, the following:

- Provide a pre-construction assessment of facility needs, site surveys (as needed), and define project-specific goals.
- Provide a design in compliance with all state, local, and federal regulations.
- Secure all necessary permits and clearances as applicable to comply with state and federal mandates. Plans and design drawings should reflect current design standards.
- Refine preliminary building drawings into comprehensive, detailed designs and schematics.

#### **B.** Pre-Construction Phase Services

Pre-Construction Phase Services should consist of, but may not be limited to, the following:

- Document design and document evaluation process.
- Develop a design and construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stipulated construction budget.
- Provide cost estimating, cost management, value analysis, and value engineering.
- Provide cost estimating for alternative means, methods, materials, or configurations of the design, construction within specific trades, specific systems, and individual construction packages.
- Develop a construction budget to be maintained throughout design and construction.
- Develop a GMP upon substantial completion of the documents.
- Provide input on division of construction activities into separate bid packages.
- Pre-qualification of potential contractors and vendors.
  - The Owner reserves the right to reject subcontractors or vendors.
- Provide a provisional construction schedule (CPM) for issuance with bid packages.
- Developing bidding requirements necessary to assure time, cost, and quality control during construction.
- Advertise and distribute bidding documents.
- Schedule and conduct pre-bid conferences in conjunction with the Owner.
- Monitor bidder activity to ensure adequate contractor and vendor participation.
- Receive and analyze bids for presentation to the project team.
- Verify adherence of bids to the construction budget.
- Contract with successful bidders for construction.

#### **C.** Construction Phase Services

Construction Phase Services shall include, but may not be limited to, the following:

- Develop requirements for safety, quality assurance, and schedule adherence.
- Maintain on-site staff for construction management.
- Maintain a system for tracking the timely submittal, review, and approval of shop drawings.
- Coordinate, conduct, and document regular construction meetings.
- Prepare and submit change order documentation for the approval of the Owner.
- Maintain on-site records and submit progress reports to the Owner.
- Maintain quality control and ensure conformity to contract documents.
- Administration of the construction contract and reconciliation with the construction budget.
- Develop and maintain a detailed design and construction schedule (CPM) indicating methods and sequencing
  of construction activities and milestones necessary for completion of the project by the targeted date.
- Documentation of activities associated with the administration, management, and construction of the project.
- Monthly certification of all work in place and approval of all contractor and vendor payment requests.
- Develop record documents for presentation to the Owner upon project completion.
- Provide enhanced project documentation of the construction (photographic history).
- Develop and maintain contingency log.

#### D. Warranty Phase Services

Warranty Phase Services shall include, but may not be limited to the following:

- Resolution of remaining "punch-list" items.
- Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and the Owner's final acceptance.
- Promptly respond to warranty-related requests
- Perform an 11-month warranty inspection

#### IV. Schedule of Events

The following Schedule of Events represents Houston County's best estimate of the schedule that will be followed. Houston County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all Proposers by way of an addendum.

| Event  | Date            | Time       |
|--|-----------------|------------|
| RFP Issued   | June 25, 2025   | N/A        |
| MANDATORY Pre-RFP Meeting*                             | July 08, 2025   | 10:00 A.M. |
| Deadline for Written Questions & Clarifications of RFP | July 14, 2025   | 5:00 P.M.  |
| Deadline for Submission of Proposals                   | July 22, 2025   | 2:00 P.M.  |
| Proposal Evaluation                                    | TBD             |            |
| Oral Presentation (If deemed necessary) **             | TBD             |            |
| Commissioners Vote                                     | August 05, 2025 | 9:00 A.M.  |

#### **RFP Schedule of Events**

\*Mandatory Pre-RFP Meeting will take place on Wednesday, July 08, 2025 at 10:00 A.M. at **100 Chief Williams Drive,** Kathleen, GA 31047

\*\* If deemed necessary by Houston County, interviews of responsive firms may be required

#### V. Request for Clarification

Questions are allowed and encouraged to clarify the contents of this RFP. It is the Proposers' responsibility to review the entire request for qualifications, seek clarification, and verify accuracy before submitting responses to the Owner. Houston County WILL NOT accept phone calls or visits regarding this RFP. Requests for additional information or questions should be submitted in writing via email to the Houston County Facilities Superintendent, Michael Phillips, prior to the deadline listed in the RFP Schedule of Events. Mr. Phillips' email is mphillips@houstoncountyga.gov, and questions must be submitted by 5:00 PM on July 14, 2025.

Answers to questions submitted that materially change the conditions and specifications of this RFP will be distributed to all email addresses and posted to the county website as an addendum. Any discussions or documents will be considered non-binding unless incorporated and distributed in an addendum.

#### VI. Submittal Requirements

Sealed Proposal submittals will be received until **<u>2:00 P.M. on July 22, 2025</u>**, at the following location:

Six (6) copies shall be sent directly to: Houston County Board of Commissioners Mr. Michael Phillips, Facilities Superintendent 2018 Kings Chapel Rd Perry, GA 31069

Firms must ensure the outside of the envelope contains their name, address, telephone number, Bid #26-01 HEMA Warehouse, along with their E-Verify number.

It is the sole responsibility of the respondents to ensure accurate delivery to the appropriate party. The owner cannot accept responsibility for incorrect delivery or incomplete labeling, regardless of the reason. No submittals will be accepted after the time stipulated above.

#### VII. <u>Proposal</u>

#### A. Instructions

Include the Fee Proposal Form (Attachment A) in your proposal submittal.

Respondents should deliver six (6) original copies of their Proposal.

The Owner will not request clarification from any individual respondent relative to their submittal but reserves the right to ask for additional information from all parties that have submitted proposals.

Any proposals submitted shall remain valid for six months after the proposal due date or until the Owner executes a contract, whichever is sooner. In the event the selected respondent fails to perform and/or the contract is terminated within forty-five days of its initiation, the Owner may request the respondent to submit the next acceptable proposal to honor its proposal. Selection shall not be based solely upon the fee proposal; however, the fee and general conditions shall be a significant factor in the final selection.

#### B. Proposal Format and Requirements

Respondents must submit evidence of their abilities and provide complete, thorough, and comprehensive responses for each of the following components of this section to be considered. Respondents are required to follow the outline below in their response. Responses should be concise, clear, and relevant. Photos or other graphics may be used to convey the respondent's qualifications better. Submittals must be on standard 8.5x11" paper with pages numbered. A table of contents, with corresponding tabs, should be included to identify each section. Response may include such other information and details to support the firm's qualifications to perform this work.

- 1. Description of Firm Describe the history and growth of your firm as succinctly as possible. Describe any litigation experience with Owners, Architects, or Sub-contractors. List any active or pending litigation and explain. Has the firm been involved in any litigation in the past five years? Provide a company organizational chart.
- 2. Experience List at least five Architect and Owner references for projects that your firm has completed in the past three years that required design-build services. For each project, briefly describe the project and provide the name of an owner's representative (with a current phone number) who is familiar with your performance on the project. List five major trade contractor references (company, contact, and phone number). Provide any additional relevant information.
- **3. Project Team** Provide qualifications and experience of the following key personnel that you are proposing for this project: senior project manager, project manager, major consultants, cost estimating staff, construction superintendent, project engineer, etc. Include resumes of key personnel for both pre-construction and construction services. Highlight professional qualifications and relevant individual experience. Provide at least two references for the top three (3) key personnel at each service phase.

#### Submit a detailed resume of the proposed Site Construction Superintendent.

Substitutions and replacement of key team members will not be allowed without written permission of the Owner.

- 4. Pre-Construction Management Plan Describe your firm's proposed organization for the pre-construction management team including principals, project managers, superintendents, cost estimators, etc. who will manage the process. Identify the individual who will be the leader of your pre-construction team and the principal point of contact between your firm, the Owner, the Architect, and other consultants. Describe your firm's approach to pre-construction services. How does your firm implement cost control and scheduling activities during pre-construction? Describe the level of documentation necessary to obtain a GMP for this project. Describe any of your firm's policies or recommendations for bonding subcontractors. Describe how your firm intends to arrange the construction into bid packages to reach the proposed schedule and budget objectives. Describe how your firm would encourage participation by local contractors and vendors.
- 5. Construction Management Plan Describe your firm's proposed organization for the construction management team including principals, project managers, superintendents, cost estimators, etc. who will manage the project. Identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. This individual's competence, leadership, and ability to achieve customer satisfaction will be heavily considered in the selection process.

Describe your firm's approach to quality assurance and any quality assurance programs currently in place. Describe your firm's cost control systems during construction.

What type of procedures could your firm implement to ensure the prompt and expeditious completion of the punch list and other project closeout activities?

- 6. Schedule Respond to the Preliminary Total Project Schedule (See II.C); specifically, regarding the proposed duration of construction. Describe your general approach to the schedule for this project. Describe your firm's scheduling systems and how your firm intends to manage the pre-construction and construction schedules. Describe alternatives that may be explored to shorten the proposed schedule.
- **7.** Local Participation Plan Give a complete description of how your company intends to consider local subcontractors and suppliers in your scope of work.
- 8. Insurance- Supply the firm's following insurance certifications:
  - General Liability Insurance with minimum limits of:
    - General Aggregate: \$2,000,000
    - Products-Completed & Operations Aggregate: \$2,000,000
    - Each Occurrence: \$1,000,000
    - Personal & Advertising Injury: \$1,000,000
    - Damage to Rented Premises- \$500,000
  - Automobile Liability Insurance with minimum Insurance limits of:
    - Each Occurrence: \$1,000,000
  - Umbrella Liability coverage with minimum limits of:
    - \$5,000,000 per occurrence
    - \$5,000,000 aggregate
  - Workers Compensation with minimum limits of: Statutory

Houston County should be covered as an Additional Insured under all insurance required. Confirmation of this shall appear on all certificates of insurance and all applicable policies.

**9.** Financial - Supply the firm's latest financial statement (audited statement if available); one copy only in a separate sealed envelope.

The respondent must provide a statement from their bonding corporate surety certifying their bonding capacity for a project with an estimated construction cost of approximately \$2,000,000. List the contact persons, addresses, and phone numbers for the company's bonding agent and provider. List the bond rate for this project.

- **10.** Fee Proposals Use the attached Construction Management Fee Proposal Form (Attachment A) to submit fee proposals for the following:
  - Design and Pre-Construction Services Submit a Fixed Fee (lump sum dollar value) for Design and Pre-Construction Services as defined in section III of this Request. Fixed Fee shall include overhead and profit for Design and Pre-Construction Services.
  - Fee Proposal Submit a Fee Percentage (% of construction costs, not including Pre-Construction costs) for Firm's general conditions, overhead, and profit.

#### Addendum Acknowledgment Page

The Supplier has examined, carefully studied, and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Addendum No. \_\_\_\_\_dated \_\_\_\_\_Acknowledgement \_\_\_\_\_\_

Addendum No. \_\_\_\_\_dated \_\_\_\_\_Acknowledgement \_\_\_\_\_

<u>Responses which fail to acknowledge the Supplier's receipt of any addendum would result</u> <u>in the rejection of the proposal if the addendum contained information which</u> <u>substantively changes the</u> County's requirements.

## **PROPOSAL RESPONSE SIGNATURE**

| Name of Company:             |                 |   |
|------------------------------|-----------------|---|
| Mailing Address:             |                 | - |
| City/State/Zip:              |                 |   |
| Phone (including area code): | Email:          |   |
| Name (Printed)               | Title (Printed) |   |
| Authorized Signature         |                 |   |

#### S.A.V.E AFFIDAVIT VERIFY STATUS FOR BUSINESS TRANSACTION WITH THE HOUSTON COUNTY BOARD OF COMMISSIONERS

By executing this affidavit under oath, as a vendor for the Houston County Board of Commissioners for public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my "public benefit" for -

\_ (Name of Natural Person Applying on behalf

| of) |  | (Name of Offeror) | ) |
|-----|--|-------------------|---|
|-----|--|-------------------|---|

1. \_\_\_\_\_ I am a United States Citizen

2. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

3. \_\_\_\_\_\_ I am a qualified alien of non-immigrant under the Federal Immigration and Nationality

Act, 18 years of age or older and lawfully present in the Unites States\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as followed by such criminal statue.

| Signature of Applicant   | Date                 |                  |
|--|----------------------|------------------|
| Print Name   | Alien Registration # | for Non-Citizens |
| Vendor's E-Verify Number   |                      |                  |
| SUBSCRIBED AND SWORN BEFORE ME ON THIS<br>NOTARY PUBLIC<br>My Commission Expires:<br>*MUST BE NOTARIZED* |                      | , 2025.          |

#### CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

| STATE OF GEORGIA | COUNTY OF: |   |
|------------------|------------|---|
| Contractor:      |            |   |
| Project Name:    |            |   |
| Project #:       |            | - |

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Georgia State Financing and Investment Commission has registered with, is authorized to use and used the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

| Federal Work Authorization Number (E-Verify Numb        | per)                          |         |
|---|-------------------------------|---------|
| Date of Authorization                                   |                               |         |
| I hereby declare under penalty of perjury that the fo   | pregoing is true and correct. |         |
| Executed on thisDay of                                  | , 2025 in (City) (State).     |         |
| Signature of Applicant                                  | Date                          |         |
| Print Name  |                               |         |
| SUBSCRIBED AND SWORN BEFORE ME ON THIS<br>NOTARY PUBLIC |                               | , 2025. |
| My Commission Expires:                                  |                               |         |
|   |                               |         |

### **BID BOND**

#### STATE OF GEORGIA

#### COUNTY OF HOUSTON

| KNOW ALL MEN BY THESE PRESENTS, that we,  | , as Principal, and, as                   |
|---|---|
| Surety, are held and firmly bound unto the  | for the sum of Ten Percent of Total       |
| Amount Bid Dollars (10% percent total amount bid) lawful money of the United St     | ates, for the payment of which sum well   |
| and truly to be made, we bind ourselves, our heirs, personal representatives, succe | ssors and assigns, jointly and severally, |
| firmly by these presents.   |   |

WHEREAS, the Principal has submitted to the Owner a Proposal for construction of the

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten days after receipt of conformed contract documents execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Owner and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the Owner, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the Owner, or in the event of the failure of the Contractor to execute and deliver the Contract Agreement and give said Performance and Payment Bonds, the Contractor shall pay the Owner the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Proposal, and execute the Special Assurances form, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of <u>O.C.G.A.</u> Section 36-10-1 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

| PRINCIPAL:                           |        | _ |
|--------------------------------------|--------|---|
| Signed and sealed in the presence of | By:    | - |
| 1                                    | Title: |   |
| 2.                                   |        |   |

SURETY:\_\_\_\_\_

| Signed and sealed in the presence of: | By:    |
|---------------------------------------|--------|
| 1                                     | Title: |

2.\_\_\_\_\_

#### **Non-Conflict of Interest**

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

(Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Butts County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

| Signature: |  |
|------------|--|
|------------|--|

Typed or Printed Name:\_\_\_\_\_

Title:

Firm Address:

#### VIII. Evaluation, Selection and Award

#### **A. Firm Selection Process**

The Houston County Board of Commissioners will generally follow the requirements of Georgia Code Title 36, with respect to the selection of a Firm for the proposed project.

The selection of a Firm will be made by a Selection Committee consisting of representatives of the Houston County Board of Commissioners. The Selection Committee will receive and review proposals in response to this Request. Proposals will be evaluated against a set of criteria that combines qualifications and fees to determine the final selection of a Firm. The Houston County Board of Commissioners **may or may not request** an interview with selected firms.

# At the conclusion of the interviews, <u>IF CONDUCTED</u>, the Owner will negotiate a contract with the highest ranked firm for Design and Pre-Construction Services and a Fee percentage. If negotiations are not successful, the owner will then negotiate with the second-ranked respondent, and so on.

The services being sought under this Request are professional in nature. Consequently, the evaluation of the proposals will be based on consideration of the demonstrated qualifications and capabilities of the respondents, resulting in an award that is in the best interest of the Owner.

#### B. Proposal Evaluation Criteria

| 1. | Experience/Project Team                      | 25 points |
|----|--|-----------|
| 2. | Design and Pre-construction Management Plan/ | 25 points |
|    | Construction Management Plan/Schedule        | 25 points |
| 3. | Local Participation Plan                     | 15 points |
| 4. | References/Financial                         | 15 points |
| 5. | Fee Structure & General Conditions Cost      | 20 points |

#### IX. Additional Conditions

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.

Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the Respondent. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until the final award.

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 the proposals. Costs incurred in responding to the request for qualifications are the Respondents' alone, and the Owner does not accept liability for any such costs.

The Owner does not desire to enter into "joint-venture" agreements with multiple Construction Management firms. In the event two or more firms desire to "joint-venture", it is strongly recommended that one incorporated firm become Construction Management firm with the remaining firms being consultants.

#### X.Equal Opportunity

Houston County provides Equal Opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap, or veteran status. The policy ensures all segments of the business community have access to supplying the goods and services needed by Houston County.

#### Fee Proposal Form

(Submit in a sealed envelope)

#### **Design and Pre-Construction Services**

For professional consulting services prior to construction commencement, providing cost estimating services, scheduling services, value engineering constructability and related services described in this Request. The fixed fee for Pre-Construction services is inclusive of all incidental and direct expenses including, but not limited to, travel sustenance, reproduction, salaries, wages, office expenses and fees to trade contractors and vendors assisting the Firm as defined in this Request. Should the Owner not authorize the Firm to proceed with construction, the fee for Pre-Construction Services is the maximum amount the owner is liable to the Firm.

Pre-Construction Services: \$\_\_\_\_\_, ( dollars)

#### Firm's Fee

If authorized by the Owner to proceed with construction, the Firm will execute the work and be reimbursed for the actual costs as defined in the proposed Agreement, all overhead costs / general conditions are to be included in this fee.

The fee shall be submitted as a percentage of the actual construction costs.

If the Owner and Firm agree upon a Guaranteed Maximum Price, the Firm's fee shall be converted to a fixed dollar amount and will include any unpaid Pre-Construction service fees.

| Firm's Fee:  | % , ( | percent) |
|--------------|-------|----------|
|              |       |          |
| Respondent : |       |          |
| Signature:   |       |          |
| Name:        |       |          |
| Title:       |       |          |