



**MACON-BIBB COUNTY, GEORGIA
Request for Proposals (RFP)**

Construction Management-at-Risk (CMAR) Services

FOR

The New Macon Arena

90922
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95826

RFP # 26-013-LH

MACON-BIBB COUNTY

ISSUE DATE: September 3, 2025

DUE DATE: October 9, 2025, 12:00 PM (Noon) ET

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I. Introduction

MFA, Program Management, LLC, acting as the Program Manager (“PM”) on behalf of Macon-Bibb County (the “Owner”), is soliciting proposals from qualified firms to provide Construction Manager-at-Risk (CMAR) services for the New Macon Arena. The project is intended to enhance quality of life in Macon-Bibb County by attracting new events and entertainment, retaining and better accommodating current events, and catalyzing new development in the surrounding area.

The CMAR will work closely with the Owner, MFA, the Architect/Engineer (A/E), and other stakeholders during preconstruction and construction to deliver a first-class, sustainable arena, on schedule and within budget. This solicitation emphasizes collaboration, constructability, budget/schedule management, and meaningful participation by Small Local Business Enterprise (SLBE) firms.

II. Project Description

Macon-Bibb County (the “Owner”) intends to construct a new, modern civic arena to replace the existing Macon Coliseum. This state-of-the-art multipurpose facility will serve as a cornerstone of the County’s cultural, recreational, and economic development, delivering a premium fan experience while accommodating a wide variety of sports and entertainment programming. The new arena will be located at 200 Coliseum Drive, Macon, Georgia 31217, on the current Macon Coliseum site. Construction will occur on the Coliseum’s existing surface parking areas, and the project will be phased in such a way as to maintain ongoing operations of the existing facility throughout the duration of construction.

The project is anticipated to total more than 200,000 square feet and will feature a manifested bowl seating capacity of approximately 8,500 in an end-stage 180-degree concert configuration, with flexibility to reconfigure for sports and other entertainment events. Premium seating, including luxury suites, club suites, and loge boxes, will be provided in addition to the bowl capacity. The facility will incorporate modern fan amenities such as clubs, concessions, restrooms, and integrated technologies, as well as back-of-house and support spaces appropriate for a state-of-the-art civic arena. An attached structured parking facility with approximately 1,200 spaces, along with additional surface parking and other site improvements, is also included in the scope.

The arena site is located within a district experiencing significant public and institutional investment. Mercer University is developing a new medical school campus on the west side of the Ocmulgee River, reinforcing the district’s momentum as a center for education, healthcare, and economic growth. Macon-Bibb County has prioritized cultural and recreational enhancements, including the anticipated designation of the Ocmulgee Mounds as a National Park and the ongoing expansion of the Ocmulgee Heritage Trail. The trail, which already spans more than thirteen miles, meanders along both sides of the river and provides access to cultural and recreational landmarks including Spring Street Landing, the Otis Redding Bridge, and the Ocmulgee Mounds via the Walnut Creek Connector. On the west bank, the trail passes through Carolyn Crayton Park, with future plans to extend connectivity to Amerson River Park

and the downtown trail network. The recently completed 2nd Street Bridge includes a pedestrian crossing that directly connects the arena site to downtown Macon and the proposed convention center district.

While the scope of this RFP is focused on the delivery of the new arena and its immediate site, the selected CMAR will be expected to demonstrate an understanding of these ongoing public investments and coordinate construction planning thoughtfully with surrounding infrastructure. Special attention will be required to address pedestrian and vehicular connectivity, site access, and construction phasing in a manner that integrates harmoniously with adjacent trail, park, and institutional developments. An exhibit map highlighting these publicly known projects and improvements is included as **Attachment “A” - Surrounding Development and Connectivity Map**.

The purpose of this solicitation is to select a Construction Manager at Risk (CMAR) to provide comprehensive preconstruction and construction services for the new Macon-Bibb County Arena. The selected firm will work in close collaboration with the Owner and the Design Team to provide cost estimating, scheduling, constructability reviews, and value management during design, and to deliver construction services that ensure the project is completed on schedule, within budget, and at the highest standards of quality and safety.

III. Schedule

The preliminary duration for the overall project is estimated at approximately thirty-four (34) months for design and construction. The Owner anticipates pursuing a multi-phase, accelerated delivery approach and will consider early-release bid packages to expedite progress. A preliminary milestone schedule is provided in **Attachment “B” - Preliminary Project Schedule** and will be further refined with input from both the A/E and CMAR teams.

IV. Project Budget

For purposes of proposal pricing and evaluation, the Owner has established a Construction Manager-at-Risk Budget Limitation (CMBL) of **\$225,000,000**.

See **Section VIII – Submittal Instructions** and **Attachment “D” – Fee Proposal** for all fee submission requirements and packaging. Pricing must be net of OCIP-provided coverages per **Attachment “E” – Insurance Requirements**.

V. Scope of Services

The CMAR will provide comprehensive preconstruction, procurement/bidding and award, construction, and closeout services for the Project. Detailed requirements, deliverables, and responsibilities are set forth in **Attachment “C” – Scope of Services**.

Commented [WC1]: Under Review by MFA OCIP Consultant

VI. Selection Process and Schedule

The Owner has elected to employ a qualifications-based selection process to evaluate and choose the CMAR for this project. The Owner anticipates the following phases and milestone dates for the selection process (all dates are subject to change at the Owner's discretion):

- Release of Request for Proposals (RFP): September 3, 2025
- Deadline for Questions: September 26, 2025, by 5:00 PM ET
- Addenda Issued: October 1, 2025
- Submission Due Date: October 9, 2025, by 12:00 PM (Noon) ET (No public bid opening; submittals will be opened privately by the Owner after the deadline.)
- Shortlist of Qualified Firms Privately Announced: Approximately October 10, 2025
- Interviews with Shortlisted Firms: Approximately October 29, 2025
- Award Issued and Contract Negotiations Begin: Approximately November 5, 2025

The Owner reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. Changes to any dates or deadlines will be communicated to all registered RFP holders via addendum.

Prospective firms will have the opportunity to participate in a non-mandatory pre-submittal meeting at the Macon Coliseum site on **Tuesday, September 16, 2025, from 3:00 PM to 5:00 PM ET**. These visits are intended to provide respondents with a better understanding of existing site conditions, surrounding infrastructure, and project context.

Commented [WC2]: MFA to confirm availability with OVG360 prior to finalization of RFP.

Interested firms must RSVP by email to Will Christenbury (Project Executive, MFA Program Management) at Will@MFApm.com no later than **5:00 PM ET on September 12, 2025**.

Interview: Shortlisted firms will be invited to participate in an in-person interview and presentation with the Selection Committee. Each interview will be scheduled for approximately 60 minutes and will consist of a team presentation followed by a Q&A session. Detailed interview guidelines and evaluation criteria will be provided upon notification of shortlist selection.

VII. Evaluation & Selection Criteria

The Owner will evaluate and select the CMAR firm/team based on the following considerations:

- Relevant Firm Experience (**20 points**)
- Team Experience and Qualifications (**20 points**)
- Project Understanding (**15 points**)
- Project Management Approach (**10 points**)
- Small Local Business Enterprise (SLBE) Participation (**20 points**)
- Fee Proposal (**15 points**)

Relevant Firm Experience (**20 points**)

- a. The Owner will assess the proposer's reputation, qualifications, and relevant history of performance on projects of similar scale and complexity. This includes the experience of the proposed project manager and superintendent specifically with civic arena facilities.
- b. Firms should describe three (3) to five (5) comparable projects completed within the past ten years or currently underway, clearly outlining the firm's role, project scope, contract values (original and with amendments), owner information, and references with accurate contact details. At least three examples must be mid-sized civic arenas in the 7,000–12,000 seat range, including at least one facility with an ice sheet.
- c. Experience with CMAR delivery and destination developments incorporating mixed-use components is highly desirable.
- d. Provide a minimum of three (3) references tied to the projects listed, including contacts for both the Owner and the Architect (name, title, organization, email, and phone).
- e. Firms should also disclose any litigation, arbitration, or claims related to contract disputes and demonstrate the ability to mobilize quickly upon award.

Team Experience and Qualifications (20 points)

- a. Resumes and roles of all key personnel must be provided. Firms should describe how each proposed team member has contributed to projects of similar scale and how they will function within this project.
- b. Experience of the assembled team working together on comparable projects is an important consideration.
- c. Partner firms and their proposed staff should also be identified, along with their relevant experience on comparable civic arena projects.

For purposes of this RFP, partner firms refer to joint-venture partners, major trade partners, or key consultants included by the CMAR—not the Architect/Engineer unless explicitly listed by the CMAR.

Project Understanding (15 points)

- a. Proposers should demonstrate a clear grasp of the project's mission, goals, and context.
- b. Responses should address perceived opportunities and constraints, as well as strategies for resolving challenges related to schedule, budget, and process. Approaches to problem-solving and risk mitigation will be evaluated.

Project Management Approach (10 points)

- a. The Owner will evaluate each firm’s management and organizational plan across all phases — program verification, design, and construction.
- b. Proposers should outline systems for scheduling, estimating, cost control, and overall management of construction services, as well as their approach to quality assurance and dispute resolution.

Small Local Business Enterprise (SLBE) Participation (20 points)

- a. Macon-Bibb County encourages the use of SLBEs. Provide a summary of the percentage and distribution of SLBE participation in your team.
- b. List all certified firms on the team, their roles, and the percentage of the overall contract value they are anticipated to perform.
- c. If no SLBE firms are included, briefly explain the rationale and describe efforts made to include SLBE participation.
- d. No proposal will be deemed non-responsive due to this factor; however, the extent of meaningful SLBE participation will be considered favorably in the evaluation.

Fee Proposal (15 points)

- a. A fee proposal must be submitted per Attachment “D” – Fee Proposal.

VIII. Submittal Instructions

Proposals must include, at minimum:

- a. Cover Letter - State the proposer’s intent to participate in this solicitation. The cover letter must acknowledge all addenda issued; failure to do so will result in the proposal being deemed non-responsive.
- b. Firm/Team Description - Provide background on the company and key areas of expertise.
- c. Organizational Information - Include the legal name of the company, an organizational chart identifying key personnel, their roles, and associated firms.
- d. Responsibility Matrix - Outline the scope and responsibilities of each participating firm.

- e. Project Approach - Clearly address all evaluation criteria and include, at a minimum:
- i. Overall project management methodology, organized according to the headings in the evaluation criteria.
 - ii. Plans for SLBE participation.
 - iii. Workforce development strategies.
 - iv. Relevant Experience of the firm(s) over the past ten (10) years, with emphasis on ground-up civic arenas in the 7,000–12,000 seat range, particularly those including an ice sheet.
 - v. Resumes of Key Personnel, limited to one page each, including:
 - Tenure with the company.
 - Proposed time commitment for this project.
 - Defined scope of responsibilities.
 - Relevant project experience.
 - Current workload and anticipated completion dates for active assignments.
 - Professional references with contact information.
 - Identification of LEED Accredited Professionals (LEED AP).
 - vi. **Submit Attachment “D” – Fee Proposal** (CMBL: \$225,000,000). Use the form provided; do not alter the layout. Omission may render the proposal non-responsive. Fee Proposal must be submitted in a separate sealed envelope
 - vii. **Submit Attachment “F” Acknowledgment** (required). Submit a signed Acknowledgment of **Attachment “F” – Standard Contract Terms** confirming acceptance.
 - Exceptions Letter (only if proposing changes). If requesting any changes to the Standard Contract Terms, list the clause, proposed change, and brief rationale on the Proposer’s letterhead. Material exceptions may render a proposal non-responsive at the Owner’s sole discretion.
 - viii. Bid Bond (O.C.G.A. § 36-91-50). Include a Bid Bond in an amount not less than five percent (5%) of the total amount payable by the terms of the contract at award. For this CMAR procurement, the initial contract at award is the Preconstruction Services agreement, so the Bid Bond amount shall be 5% of the Proposer’s Preconstruction Services Lump Sum (see **Attachment “D” – Fee Proposal**). The bond must be issued by a surety authorized to do business in Georgia. Proposals without the required Bid Bond are non-responsive and will not be considered.

All proposals must be received by the Owner no later than **12:00 PM (Noon) ET on October 8, 2025**. Submissions received after this deadline will not be considered. It is the Proposer's responsibility to ensure delivery by the deadline; late or misdirected submittals (including those delayed by shipping services) will be rejected and unopened. Technical and Fee Proposal must be submitted in separate envelopes.

Proposals must be submitted in sealed envelopes or packages clearly marked "RFP – Macon-Bibb County Arena Construction Manager-at-Risk" and delivered to:

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, GA 31201

Electronic or faxed submissions will NOT be accepted. Firms should submit one (1) original and three (3) hard copies of their proposal, as well as one (1) electronic copy in PDF format on a USB flash drive. The hard-copy original must be signed in ink by an official authorized to bind the firm.

Questions or requests for clarification regarding this RFP must be submitted in writing via email to Will Christenbury, Project Executive, MFA, Program Management at Will@MFApm.com no later than **5:00 PM ET on September 26, 2025**. All questions must be submitted by email; phone calls will not be accepted. Answers to questions and any necessary addenda will be posted on the Macon-Bibb County Procurement webpage (<https://www.maconbibb.us/procurement/>) and the Georgia Procurement Registry (<https://ssl.doas.state.ga.us/gpr/index>) in accordance with state requirements, no later than **October 1, 2025**. All addenda must be acknowledged in the proposal as noted in **Section VIII – Submittal Instructions**. The Owner may elect to issue additional information to clarify the requirements of this RFP; if so, such information will be provided to all participants.

IX. Award Basis

An award will be recommended based on the subjective judgment and evaluation of the review panel, after considering the totality of all materials and presentations submitted for this RFP.

X. Terms and Conditions (Proposal Terms)

Restriction of Communication: From the issue date of this RFP solicitation until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate for any reason with any members of the Selection Committee, the County, or the Design Professional, except for submission of questions as instructed in this RFP, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the proposal of the offender.

Reservations: The responder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all proposals) in awarding contracts to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the proposer recognizes the right of the Owner to reject a response if the proposer failed to furnish any required submittals on the date required by the solicitation documents, or if the response is in any way incomplete or irregular. Hence the County may award contract to other than the lowest proposer if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

Right to Modify or Cancel: The Owner reserves the right to cancel or modify the selection process at any time, to waive technicalities, to accept or reject any portion of the proposals, and/or to reject all proposals if doing so is deemed in the best interest of the Owner. The Owner reserves the right to make reasonable modifications to the scope of work, to adjust the composition of the requested services, or to negotiate changes with the selected CMAR firm if necessary to achieve the project's objectives. This RFP does not commit the Owner to enter a contract, nor to pay any costs incurred in the preparation of a proposal or in subsequent negotiations.

Costs and Liability: All costs incurred by proposers in responding to this RFP (including any interviews, travel, or contract negotiations) are solely the proposer's responsibility. Neither the Owner, nor the PM shall be liable for any costs or expenses incurred by the firms pursuing this project.

Evaluation of Submittals and Qualifications: Evaluation of submittals and firms' qualifications will be conducted by a committee consisting of various project stakeholders. Based upon the predetermined rating criteria above, the committee will rate the deliverables of each proposal submitted. Proposers understand and accept that by responding to this solicitation they are willingly participating in a process that consists of some degree of subjectivity on the part of selection committee members in determining the firm(s) capable of providing the best overall solution.

Equal Opportunity: Macon-Bibb County supports the principles of equal opportunity and fair treatment. The selection of a firm will be made without regard to race, color, religion, gender, national origin, age, sexual orientation, or disability, and the Owner will not discriminate on any such basis in its contracting practices. Proposers shall be required to adhere to the same principles in the execution of the work, including compliance with all applicable federal, state, and local equal opportunity laws and regulations.

Contract and Insurance Requirements: The selected CMAR will execute the Owner's standard contract and comply with **Attachment "E" – Insurance Requirements** (OCIP). The Owner will sponsor an OCIP as described in **Attachment "E"**; the OCIP Manual will be provided to the selected CMAR prior to Construction Notice to Proceed (NTP). Builder's Risk is provided by the Owner via the OCIP. The CMAR and subcontractors remain responsible for non-OCIP coverage (e.g., Workers' Compensation/Employers Liability, Automobile Liability, Professional Liability, off-site GL/Excess, and tools & equipment) and all OCIP administrative costs.

Standard Contract Terms: The County's Standard Contract Terms are incorporated by reference in **Attachment "F" – Standard Contract Terms** and will govern the resulting agreement together with **Attachment "E" – Insurance Requirements**. Certain provisions are not subject to negotiation under County policy and Georgia law (including, without limitation, retainage, termination for convenience, fiscal non-appropriation, choice of law/venue, no agreement to arbitration, County immunity, Open Records compliance, and publicity restrictions).

Attachment "F" – Standard Contract Terms contains key standard provisions intended to guide proposers; it is not exhaustive. The final CMAR Agreement will include additional customary terms and General Conditions consistent with County policy and Georgia law.

Bid, Performance, and Payment Bonds: A Bid Bond is required per O.C.G.A. § 36-91-50 (see **Section VIII**). Prior to issuance of the Construction Notice to Proceed (or execution of the GMP Amendment/Construction Contract), the successful CMAR shall furnish Performance and Payment Bonds, each in the penal sum of 100% of the Construction Contract amount (GMP as amended), as required by Georgia law. Bond amounts shall increase automatically with any increase to the Contract Sum.

Required Documentation: Prior to contract execution, the selected firm will be required to submit all documentation as outlined in **Attachment "G" – Macon-Bibb County Required Documents**. Submission of these documents is a condition of award. Failure to provide the required documentation in a timely and complete manner may result in disqualification or delay in contract execution.

Statement of Agreement: With submission of a proposal, the Proposer agrees that he/she has carefully examined the Request for Proposal, and the Proposer agrees that it is the Proposer's responsibility to request clarification on any issue(s) in any section of the Request for Proposal with which the Proposer disagrees or needs clarified. The Proposer also understands that the failure to mention these items in the proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements therein. With submission of a proposal, the Proposer hereby certifies:

- a. That this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation.
- b. The Proposer has not directly or indirectly included or solicited any other Proposer to put in a false or insincere proposal.
- c. The Proposer has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

Debarred, Suspended or Ineligible Firms: Contracts will not be executed, and bids or proposals will not be solicited or considered from debarred, suspended or ineligible persons or firms during the period of debarment. The list of debarred, suspended or ineligible firms can be located on the Georgia State Financing and Investment Commission's website at <http://www.gsfic.georgia.gov>. Once on the website, select the "Doing Business with GSFIC" tab,

then select "Procurement Services," then click on the "Debarred, Suspended or Ineligible Entities" tab for access to the list of those firms currently considered debarred, suspended or ineligible to compete, contract or subcontract for work on projects administered by the Georgia State Financing and Investment Commission.

Responsiveness and Responsibility: In order to be considered responsive, a submission must include all required documents listed in **Attachment "G" – Macon-Bibb County Required Documents**, together with the materials described herein. A submission that does not include these items in full may be deemed non-responsive. In order to be considered responsible, the firm must be properly registered to do business in Georgia, hold a current Georgia General Contractor license, and must demonstrate the financial and legal capacity to perform the services described in this RFP.

Attachment Index:

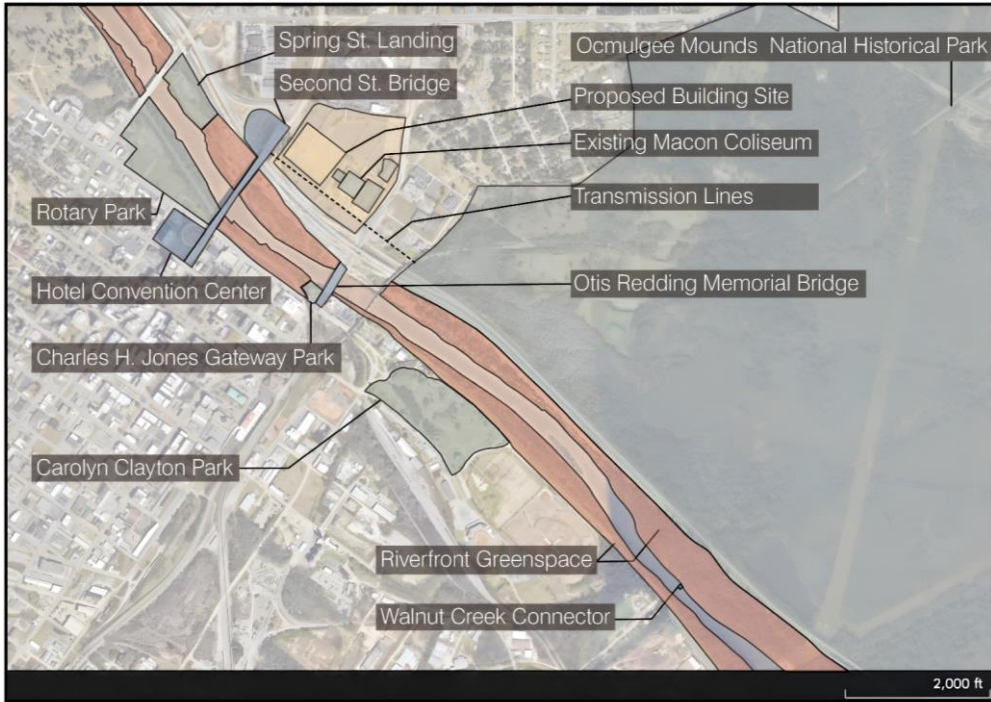
- Attachment "A" - Surrounding Development and Connectivity Map
- Attachment "B" – Preliminary Project Schedule
- Attachment "C" – Scope of Services
- Attachment "D" – Fee Proposal
- Attachment "E" – Insurance Requirements
- Attachment "F" – Standard Contract Terms
- Attachment "G" – Macon-Bibb County Required Documents

Commented [WC3]: Language pulled from Macon City Auditorium CMAR RFP. MBC, advise if this is standard language or if it may have been a specific project funding requirement.

Commented [SD4R3]: This is fine but not mandatory

Commented [MM5]: I'd like to add a provision for liquidated damages in the amount of \$2500 per calendar day once we establish the completion timeline and issue our notice to proceed to get to substantial completion as approved by MFA. This is based on GDOT's schedule of liquidated damages, here: <https://www.dot.ga.gov/PartnerSmart/Business/Source/specs/ss108.pdf> at page 6, which says that they charge \$2100 per day for projects that are \$40 Million and up, so \$2500 per day for a \$250 Million project seems fair to me.

Attachment "A"
Surrounding Development and Connectivity Map



Attachment A



Attachment "B"
Preliminary Project Schedule

Task	Estimated Start	Estimated Finish
Program Development	Fri Oct 10, '25	Tue Nov 4, '25
Schematic Design	Tue Nov 11, '25	Mon Jan 12, '26
CMAR & Third-Party SD Estimating	Tue Jan 13, '26	Wed Feb 11, '26
Schematic Design Review & Approval	Tue Jan 13, '26	Thu Feb 12, '26
Design Development & CDs - Pad/Site Package	Fri Feb 13, '26	Thu Jun 4, '26
Early Release Structural Package - CD Design	Thu Apr 23, '26	Wed Sep 30, '26
CMAR Pad/Site GMP & Third-Party DD Estimating	Fri Jun 5, '26	Tue Jul 21, '26
Pad/Site Package & Design Development Review & Approval	Fri Jun 5, '26	Tue Jul 28, '26
Notice to Proceed - Pad/Site Package Construction	Wed Jul 29, '26	Mon Mar 29, '27
Construction Documents	Wed Jul 29, '26	Mon Jan 4, '27
CMAR Structural Steel GMP & Third-Party Estimating	Thu Oct 1, '26	Thu Oct 15, '26
Notice to Proceed - Structural Steel Package Construction	Fri Oct 16, '26	Thu Apr 15, '27
CMAR GMP - Building Package	Tue Jan 5, '27	Mon Mar 8, '27
Building Package GMP Review & Owner Approval	Tue Mar 9, '27	Tue Mar 16, '27
Notice to Proceed - Building Package Construction	Wed Mar 17, '27	Wed May 10, '28
Substantial Completion	Thu May 11, '28	NA
Final Completion	Thu Jun 29, '28	NA
Grand Opening	Sat Jul 1, '28	NA
Project Closeout	Fri May 12, '28	Sat Jul 29, '28

Attachment "C"

Scope of Services

Scope of Services

The services described below represent the minimum obligations of the Construction Manager-at-Risk (“CMAR”). This list is illustrative rather than exhaustive. The CMAR shall support the Owner and its consultants consistent with prevailing professional standards of care and best practices to help achieve the project’s schedule, budget, quality, and safety objectives. Services are to be provided appropriate to project needs and as directed by the Owner for any phase of the work.

Preconstruction Services (Schematic Design, Design Development, Construction Documents)

- a. Provide ongoing design-phase input, including constructability reviews, market/lead-time intelligence, labor and materials availability, cost impacts, and schedule implications at each design milestone.
- b. Recommend in writing alternate materials, systems, sequencing, and means/methods that may shorten schedule, improve quality, or reduce cost while maintaining design intent.
- c. Develop and maintain a master schedule and milestone updates through all design phases; present updates at Owner meetings.
- d. Prepare quantity takeoffs and detailed line-item estimates at SD, DD, and CD (or as otherwise requested by the Owner/Owner’s Representative), including cost narratives and assumptions.
- e. Provide updated opinions of probable cost, cash-flow forecasts, and anticipated draw schedules at each milestone.

Procurement, Bidding, and Award

- a. Prepare a unit-price schedule (as applicable) with clear descriptions, units of measure, and proposed unit rates.
- b. Finalize bidder lists by trade for the Owner/Owner’s Representative’s concurrence, package and issue bid scopes to subcontractors and suppliers.
- c. Actively solicit competitive pricing—target no fewer than three (3) qualified bids per trade/supplier for work estimated above \$5,000—then prepare a comprehensive bid tab and qualifications matrix identifying inclusions, exclusions, and variances. Upon Owner approval, award and execute subcontracts.

Construction Phase Services

- a. Prepare a comprehensive submittal register within one (1) week of contract award and submit it to the Owner/Owner's Representative and design team for review and approval.
- b. Hold and manage all subcontracts and purchase orders necessary to deliver the work in accordance with the contract documents.
- c. Develop a detailed CPM baseline schedule within ten (10) days of contract award and maintain rolling updates for each weekly progress meeting; identify critical path, near-critical activities, and recovery actions as needed.
- d. Provide full-time project supervision and quality control. Enforce compliance with the contract documents, specifications, and accepted schedule; manage cost, change, and risk.
- e. Establish, implement, and oversee all project safety programs—on and off site—and promptly furnish the Owner copies of the CMAR's safety policies and all safety reports or violation notices issued by authorities having jurisdiction.
- f. Convene weekly (or bi-weekly, as directed) progress meetings with subcontractors, the Owner/Owner's Representative, and the Architect/Engineer. Issue agendas and minutes; track action items and decisions; and drive resolution. As a minimum, weekly meetings shall include updated minutes and a current summary of: critical issues, budget status, CPM schedule, RFI log, submittal log, potential change order (PCO) log, executed change order log, and weekly progress photos.
- g. Administer subcontractor pay applications; compile and submit the CMAR's pay application with required backup in a timely manner.
- h. Obtain required permits (building and sub-trade) and coordinate inspections with authorities having jurisdiction; track approval status to avoid impacts.
- i. Coordinate with Owner-furnished vendors, utilities, operations staff, and any separate contractors to ensure interfaces are planned and executed without conflict.
- j. Price changes promptly with transparent backup; provide a rough order of magnitude (ROM) within three (3) days of a change request and manage approved changes through to completion.
- k. In collaboration with the Architect/Engineer, generate a comprehensive punch list and correct all deficiencies within fourteen (14) days of identification, unless otherwise approved by the Owner.

Closeout and Turnover

- a. Deliver complete closeout documentation (warranties, guarantees, O&M manuals, test reports, training records) within thirty (30) days of Substantial Completion. Prepare and submit manufacturer warranty applications, bonds, and guarantees on the Owner's behalf for review/approval.
- b. Transmit field-verified changes and markups to the Architect/Engineer on a regular basis—no less frequently than every three (3) months—so record documents can be compiled without delay.
- c. Coordinate receipt, protection, and hand-off of any Owner-furnished materials or equipment as directed by the Owner.
- d. Plan and conduct required coordination meetings with utility providers, campus/facility operations, and other authorities having jurisdiction; comply with all applicable site rules and regulations.

**Attachment “D”
Fee Proposal**

Having carefully examined all the requirements of this RFP, and any attachments and addenda, the undersigned proposes to furnish the Construction Manager-at-Risk services as required for this project on the following terms:

Establishment of the Construction Manager-at-Risk’s Budget Limitation (CMBL): The Owner has established a CMBL amount of \$225,000,000 which includes the pre-construction phase fee, owner’s contingency, and the construction services GMP proposals.

1. Proposer’s Pre-Construction Phase Fee: Proposer’s Pre-Construction Phase Fee	\$
2. Establishment of the Construction Cost Limitation: Using the CMBL and the Proposer’s Pre-Construction Phase Fee identified above, the Proposer shall identify the Construction Cost Limitation (CCL)	\$
3. Construction Manager-at-Risk’s Budget Limitation (CMBL)	\$225,000,000
4. Owner’s Construction Contingency	Included in Item 2
5. Proposer’s Construction Cost Limitation (CCL) (Line 2 minus Line 3 minus Line 4)	\$
6. Proposer’s Construction Phase Fee: Using the CCL identified on Line 5 above, the Proposer shall identify a Construction Phase Fee Percentage	%
7. Proposer’s Estimated Construction Phase Fee Amount (Percentage on Line 6 times CCL in Line 5)	\$
8. Proposer’s General Conditions Percentage: Using the CCL identified on Line 5 above, the Proposer shall identify a General Conditions Fee Percentage	%
9. Proposer’s Estimated General Conditions Amount (Percentage on Line 8 times CCL in Line 5)	\$

Respectfully submitted and certified by:

Proposer's Authorized Signature

Proposer's Authorized Signature Printed
Name

Date of Signature

Address

UEI (SAM.gov)
Number

Contact Person

Contact Person
Email

FAILURE TO USE THIS FORM MAY DISQUALIFY YOUR PROPOSAL.

FAILURE TO INCLUDE BOTH PAGES OF THIS FORM MAY DISQUALIFY YOUR PROPOSAL.

Attachment "E" Insurance Requirements

Commented [WC6]: Under Review by MFA OCIP
Consultant

The Owner will sponsor an OCIP for this Project. For on-site Work performed by enrolled parties (CMAR and eligible subcontractors of all tiers), the OCIP will provide Commercial General Liability, Excess/Umbrella Liability, and Contractor's Pollution Liability. Workers' Compensation/Employers Liability are not included in the OCIP and remain the responsibility of the CMAR and subcontractors. Coverage terms/limits, deductibles/SIRs, and program procedures are set forth in the OCIP Manual, which the Owner will provide to the selected CMAR at award and, in any event, not later than issuance of the Construction Notice to Proceed (NTP). Builder's Risk (Course of Construction) will also be provided by Owner.

The CMAR shall coordinate OCIP enrollment for itself and all eligible subcontractors and shall not permit any contractor to commence on-site Work until enrollment is confirmed. The Owner will provide the OCIP Manual; the CMAR shall disseminate it to all tiers, manage site access controls, ensure subcontractor flow-down, and coordinate claims reporting, audits, and required payroll/man-hour reports. All OCIP administrative costs are the sole responsibility of the CMAR/subcontractors and are not reimbursable.

Proposals, GMP, and all change orders shall be priced net of OCIP-provided coverages (no premiums, broker fees, or wrap charges for on-site CGL, Excess/Umbrella, Contractor's Pollution). Upon request, the CMAR shall provide an insurance credit/worksheet itemizing excluded costs. The Owner may make deductive adjustments if OCIP-covered charges are found in pricing. OCIP evidence will be issued after award and prior to Construction NTP. No Work may commence until evidence of OCIP coverage has been provided by the OCIP Administrator. As noted above, no bids should include costs related to Builder's Risk as this will be placed by Owner.

The selected Construction Manager at Risk ("CMAR") shall not commence any work under the contract with the Owner until it has obtained and provided evidence of all required insurance coverages. The CMAR must ensure that all required insurance remains in force throughout the duration of the contract and shall require all subcontractors (and any subconsultants) to carry appropriate non-OCIP insurance or be covered under the OCIP, as applicable.

Prior to contract execution, the CMAR shall furnish Certificates of Insurance (COI) evidencing the required coverage to:

Certificate Holder: Macon-Bibb County
Risk Management
700 Poplar Street, Suite 308
Macon, GA 31201

All insurance companies must be authorized to do business in the State of Georgia and must have a minimum **A.M. Best rating of A-, Class VII** or better. Certificates must name Macon-Bibb County, its officials, officers, agents, employees, and volunteers as additional insured including Waiver of Subrogation on non-OCIP coverages where applicable (e.g., Automobile Liability) on a primary and non-contributory basis to the extent permitted by law. Evidence of OCIP-provided coverages (e.g., GL/Umbrella, Builder’s Risk, Pollution) will be furnished by the OCIP Administrator after award and prior to Construction Notice to Proceed; separate AI endorsements from the CMAR/subcontractors are not required for OCIP coverages.

Each certificate must include the following language and shall be attached to the Certificate of Insurance:

“Macon-Bibb County, its officials, agents, employees, and representatives are named as additional insureds including Waiver of Subrogation on non-OCIP coverages (e.g., Automobile Liability, and any off-site GL/Excess maintained by the contractor).”

The CMAR shall provide written notice to Macon-Bibb County within **three (3) business days** of receiving any notice of cancellation, non-renewal, or material change in its insurance policies. This notice applies to non-OCIP policies; OCIP policies follow the OCIP Administrator’s procedures.

The CMAR required insurance coverage includes, but is not necessarily limited to, the following:

WORKERS’ COMPENSATION:

The CMAR shall maintain in force Workers’ Compensation insurance in accordance with the Statutory Requirements of the State of Georgia and shall require all subcontractors and subconsultants to do likewise.

In addition, the CMAR shall carry Employer’s Liability Insurance with minimum limits of:

Employer’s Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease-Policy Limit
	\$1,000,000	Disease-Each Employee

AUTOMOBILE LIABILITY:

Option I: Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000	Each Occurrence – Combined Single Limit
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COI will have owned, non-owned, and hired checked or "ANY" checked. Macon-Bibb County named as Additional Insured.

Option II: Covering non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limit

COI will have non-owned and hired checked. Macon-Bibb County named as Additional Insured.

COMMERCIAL GENERAL LIABILITY (CGL):

Provided by Owner via OCIP for on-site operations performed by enrolled contractors. No separate on-site CGL is required from the CMAR or enrolled subs. OCIP limits/terms will be as stated in the OCIP Manual provided at award. Off-site exposures remain the contractor's responsibility under their own CGL.

UMBRELLA / EXCESS LIABILITY with Minimum Limits of:

Provided by Owner via OCIP for on-site operations performed by enrolled contractors. Automobile Liability, Employer's Liability and off-site General Liability remain contractor responsibility. CMAR is responsible for providing minimum XS limits of \$10,000,000 for these coverages.

OCIP Excess Liability and terms will be provided per the OCIP Manual; however OCIP Excess Liability limits are expected to be \$75,000,000 to \$100,000,000.

CONTRACTOR'S POLLUTION LIABILITY INSURANCE:

Provided by Owner via OCIP for on-site operations performed by enrolled contractors per the OCIP Manual provided at award. Pollution exposures outside the OCIP scope/off-site remain the performing contractor's responsibility.

CONTRACTOR'S PROFESSIONAL LIABILITY – CMAR

If the CMAR and its subcontractors do not perform any professional services, delegated design, or design-assist, maintain limits of \$2,000,000 per claim / \$2,000,000 aggregate, with coverage continuing 2 years after Final Completion (tail acceptable).

If the CMAR or any subcontractor performs professional services, design-assist, or delegated design, maintain limits of \$5,000,000 per claim / \$5,000,000 aggregate with a 2-year tail after Final Completion.

Policies may be project-specific, or practice policies endorsed to the Project. Defense outside limits is preferred where available.

BUILDER'S RISK / COURSE OF CONSTRUCTION

Provided by Owner on an all-risk basis for the full insurable value of the Work (including approved off-site storage and transit) as specified in the OCIP Manual. The CMAR shall comply with reporting, valuation, protection, and claims requirements. Deductibles/SIRs, waivers of subrogation, and special conditions will be as set forth in the Manual.

PROPERTY INSURANCE:

The CMAR is responsible for insuring its own equipment, tools, and personal property (owned, rented, or borrowed) used in performance of the Work and shall require subcontractors to do likewise. The County is not responsible for loss of or damage to such property. Provide copies of policies upon request.

Attachment "F"
Standard Contract Terms

The provisions in this Attachment "F" represent standard contract terms the County expects to include in the final CMAR Agreement. These terms are illustrative rather than exhaustive and will be supplemented by additional provisions (including detailed General Conditions and project-specific terms) in the final agreement.

1. Retainage

A five percent (5%) retainage will be withheld from each payment until substantial completion of the project, consistent with O.C.G.A. §13-10-80. The County will only pay for items used and actual work performed. Change orders will be issued for any variance from this Agreement. Any unauthorized work or material change will not be compensated unless a change order or amendment has been approved in writing by the County.

2. Termination for Convenience

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

3. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

4. County's Obligation Regarding Insurance

The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

5. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

6. Choice of Law, Jurisdiction, and Jury Trial

Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

7. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

8. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County receiving goods or services under this Agreement.

9. Work Product, Intellectual Property, and Information

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

10. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

11. Subcontractor Reporting

Should Contractor elect to subcontract any services under this Agreement, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract.

The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having completed the portion of work they were contracted to perform.

12. Liquidated Damages

The County may charge Contractor TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) per day as liquidated damages for each day that the project is delayed beyond the date work is to be completed pursuant to this Agreement. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Contractor.

13. Company Prohibitions to Create a Safe Work Environment

13.1 Drug Free Workplace

Contractor, employees and subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

13.2 Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

13.3 Equal Employment Opportunity

During the performance of this Agreement, Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

13.4 Prohibition Against Employing Illegal Immigrants

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

14 General Terms

14.1 Waiver

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Agreement will be binding on County unless executed in writing by the County.

14.2 Severability

If any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

14.3 Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of the Agreement or any provision hereof.

14.4 No Drafting Presumption

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

14.5 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

14.6 Previous Agreements

Any services authorized by County under previous “quote(s)” for services, and any related contract documents, shall be governed by and subject to this Agreement.

14.7 Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

14.8 Entire Agreement

The Parties acknowledge that the Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement and this Addendum may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify the Agreement or Addendum by including provisions in its invoices, or other business forms, which shall be deemed objected to by the County and of no force or effect.

14.9 Electronic Representation and Records

The Parties agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14.10 Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

By submitting this Acknowledgment, the Proposer confirms it has reviewed and accepts **Attachment "F" – Standard Contract Terms**. Any exceptions must be listed in the Proposer's Exceptions Letter on company letterhead and submitted with the proposal. The Proposer understands that any material exception may, at the County's sole discretion, render the proposal non-responsive.

Proposer's Authorized Signature	Proposer's Printed Name
Date of Signature	
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Attachment "G"
Required Submission Documents

Macon-Bibb County
Summary of Attachment "G" Required Documents

1. Bidder Qualification Form
2. List of Sub-Contractors
3. Bidder Minority Participation Goal
4. Financial & Legal Stability Statement
5. Insurability Statement
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
7. Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

8. Macon-Bibb County Vendor Application
9. Form W-9
10. E-Verify Affidavit