



## **City of Swainsboro**

### **Request for Proposals**

---

To Provide

***Construction Management at-Risk Services  
(CM/GC)***

For

**“Gumlog Road Gym”**

**Swainsboro, Georgia**

**Solicitation Issue Date: August 17, 2022**  
**Qualifications Packages Due: September 16, 2022**

## TABLE OF CONTENTS

### **REQUEST FOR PROPOSALS (RFP)**

1. GENERAL PROJECT INFORMATION
2. CONSTRUCTION MANAGEMENT AT-RISK SERVICES REQUIREMENTS
3. PROPOSAL REVIEW PROCESS
4. SCHEDULE OF EVENTS
5. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION
6. INSTRUCTIONS FOR PREPARING *PROPOSALS*
7. SUBMITTAL OF *PROPOSALS*
8. PRE-PROPOSAL SITE VISIT
9. CONTRACT INFORMATION
10. ADDITIONAL TERMS AND CONDITIONS
11. Exhibit “A” - GM/GC Fee Proposal Form
12. Exhibit “B” – Contractor Affidavit
13. Exhibit “C” – Sub-Contractor Affidavit
14. Exhibit “D” – Sub-Sub-Contractor Affidavit
15. Sample RFP Evaluation Forms
16. Exhibit “E” - Cost Matrix

# REQUEST FOR PROPOSALS

## Construction Management at-Risk (CM/GC) Services

### *“Gumlog Road Gym”* Swainsboro, Georgia

The City of Swainsboro As (“Owner”), is soliciting statements of qualifications from firms interested in providing construction management at-risk services for the construction of a project known as **“Gumlog Road Gym”** Swainsboro City Hall, 101 W. Main Street, Swainsboro, Georgia, 30401. This Request for Proposals (RFP) seeks to identify potential providers of the above-mentioned services. Some firms that respond to this RFP, who are determined by the Owner to be especially qualified, may be deemed eligible and may be invited to interview and offer proposals for these services. All respondents to this RFP are subject to instructions communicated in this document, and are cautioned to completely review the entire RFP and follow instructions carefully. The Owner reserves the right to reject any or all proposals, and to waive technicalities and informalities at their discretion.

## 1. GENERAL PROJECT INFORMATION

### **Project Background**

The intent of this project is to renovate the existing school gymnasium for public use. The building sat vacant for many years and a renovation was begun in 2021. Some work has been completed without construction documents and it is the city’s intent to bring the building to a point where a certificate of occupancy can be obtained for it’s intended use. Most work to date has focused on remediating safety issues and introducing conditioned air. The facility will be multi-purpose and the intent is for this to be a cost conscious effort to allow the residents in the surrounding neighborhood to utilize the facility safely.

### **Project Description**

The project is to be the renovation of a roughly 16,000 s.f. K-12 gymnasium for multi-purpose use. The project includes new plumbing and electrical as well as all new finishes. Currently a permit set of drawings has been completed which gives a broad intent of the design and serves to rectify life safety issues with the intent of getting a building permit. Details of the work will be developed with the CM during pre-construction services. It will be the CM’s responsibility to evaluate the exiting conditions and review the design intent. They will then prioritize the scope of work to complete as much as possible within the stated budget. The existing gym contains, lobby, wood bleachers, concessions, offices, four gang toilets, showers, performance platform, etc. typical of a middle school gymnasium. Some exterior work is included in terms of HC parking and building access.

### **Sustainable Approach**

In the interest of creating an environment that is healthful and comfortable for its various occupants and reducing operating cost the proposed project should adopt recommendations of the United States Green Building Council Leadership in Energy and Environmental Design (LEED) Green Building Rating System when economically feasible to do so. **However, LEED rating will not be included in the scope of work and commissioning will not be required.**

### **Project Delivery Method**

The delivery method for this Project will be CM @ Risk (CM/GC).

### **Project Budget**

The preliminary stated cost limitation (SCL) or construction cost of the Project is estimated at **\$750,000**. The final SCL may be revised by the Owner due to final programmatic requirements, funding availability or other circumstances.

### **Design Professional**

The Design Professional firm will provide design and construction documents for the project. Construction documents are currently complete. The start of construction is anticipated to begin in the Fall of 2022. *(All of the dates above are estimates and are contingent on the availability of funding and unforeseen impacts to the construction schedule).*

## **2. CONSTRUCTION MANAGEMENT AT-RISK SERVICES REQUIREMENTS**

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

## **3. PROPOSAL REVIEW PROCESS**

Selection of the CM/GC will be a single-step process as follows:

This **RFP** is issued for the purpose of acquiring Proposals from prospective CM/CG firms. A selection will be made by a Selection Committee from all responding firms. The Selection Committee will consist of representatives of the User and representatives of the City of Swainsboro. The Selection Committee will receive and review Proposals submitted in response to this RFP. To be deemed eligible for evaluation, firms must meet the following minimum qualifications:

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

- The firm or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any local, state or federal agency, department, or authority.
- Firm must have sufficient bonding capacity for anticipated total cost of work. Provide a letter or other supporting documentation from a bonding company indicating the firm's capacity to bond the project.
- Firm must have a current Contractor's Public Liability Insurance policy, and must be insurable in the following amounts: Bodily injury, including death- limits of \$1,000,000 for each accident. Property damage- limits of \$2,000,000 for each accident and \$5,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) Provide your current insurance certificate.
- Firms must have all necessary, valid and current licenses to do business in the State of Georgia. Provide a copy of your GC license, business license and Georgia Certificate of Existence.

- Firm must demonstrate sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher.
- The firm must demonstrate a commitment to safety with regard to Worker’s Compensation by having an Experience Modification Rate (EMR) over the past three years of 1.2 or less.
- The firm or its principals have not been terminated for cause or currently in default on any public works contract.

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

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

**Criteria for Evaluation of Proposals**

*25% Factor:* Stability of the firm, including the firm’s corporate history, resources, form of ownership, litigation history, financials, etc.

*30% Factor:* Firm’s relevant project experience and qualifications, including the demonstrated ability of firm in effective management of construction of facilities comparable in complexity, size, and function, for public owners.

*30% Factor:* Firm’s suitability to provide services for this project, including the firm’s apparent fit to the project type, delivery method, any unique qualifications for the project, current and projected workloads, describe your firms plan for competitively selecting subcontractors. Additional factors for a firm’s suitability will include the construction manager’s office location/proximity to the project site and ability to demonstrate a commit to using local materials and labor whenever reasonable.

*15% Factor* Fee Proposal

**CM/CG Selection**, will be made based on the Proposal evaluations and accompanying Fee Proposals.

**4. SCHEDULE OF EVENTS**

The following Schedule of Events represents the Owner’s best estimate of the schedule that will be followed. All times indicated are prevailing times in Statesboro, Georgia. The Owner reserves the right to adjust the schedule as the Owner deems necessary.

<b>Estimated Time Line</b>		
a. Owner issues public advertisement of <b>RFP</b>	08/17/22	-----
b. Deadline for submission of Questions and Requests for Clarification	09/02/22	2:00 pm
c. Deadline for Submission of Written Proposals	09/16/22	2:00 pm
d. Owner makes selection and notifies winning firm	09/19/22	-----

--	--	--

## 5. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION

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

T. Kevin Palmer- Architect of Record  
 DPR Architecture  
 12A East Grady Street  
 Statesboro, Georgia 30458  
**e-mail: kevin@dprarch.com**

The deadlines for submission of questions relating to the RFP are the times and dates shown in the (*Schedule of Events- Section 4*). ***All relevant questions and requests for clarification received by the Architect and the corresponding responses will be posted on the Georgia Procurement Registry as an addendum to the original solicitation for services.*** From the issue date of this solicitation until a successful proposer is selected and the selection is announced, respondents are not allowed to communicate for any reason with any members or employees of the City of Swainsboro except for submission of questions as instructed in the RFP, or as provided by any existing work agreement(s). For violation of this provision, the Owner shall reserve the right to reject the proposal of the offending proposer.

## 6. INSTRUCTIONS FOR PREPARING PROPOSALS

Each proposal shall be identical and include a transmittal letter. Proposals must be typed on standard (8-1/2" x 11") paper. The pages of the proposal submittals must be numbered. A table of contents, must be included to identify each section. Responses are limited to twenty (20) double-sided pages or less using a minimum of an 11-point font. Any exhibits, affidavits or other enclosure information called for may be included in an appendix and will not count toward the limit. Each Proposal shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities. Spiral bound submittals in lieu of ring-bound binders are preferred but not required. Emphasis must be on completeness, relevance, and clarity to content. To expedite the review of proposals, it is essential that respondents follow the format and instructions outlined below. **The content of all Proposals must be categorized and numbered as outlined below and be responsive to all requested information:**

### **PROPOSALS (DELIVERABLES "A", "B", "C" "D" and "E" FOR ALL FIRMS)**

#### **A. Stability**

- A1- Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, include information about the parent company and branch office separately. Identify the office from which project will be managed and proximity to the project site. Provide form of ownership, including state of residency or incorporation, and number of years in business. For joint venture entities that have not undertaken at least *two*

projects together, each firm should submit its qualifications separately. Joint submittals are subject to the same submittal page limit.

- A2- Briefly describe the history of your firm(s). Provide general information about the firm's establishment, personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices that will be directly involved with this Project.
- A3- Please disclose whether or not the firm has been involved in any litigation with an Owner or Architect during the past five (5) years. List any active or pending litigation and provide a thorough explanation of its scope. List any claims against your firm or against Owners where your firm is named.
- A4- List the firm's annual average gross revenue for each of the past 3 years. Supply main financial and banking references.
- A5- Please provide information as to whether or not your firm has ever been removed from a contract for cause OR failed to complete a contract as awarded?
- A6- The firm, in order to be deemed eligible for further evaluation, will issue the following statement asserting that the firm meets the minimum qualifications required for this project (supporting information is requested and can be included as an Appendix in the Statement of Qualifications). The SIGNED statement shall read as follows:
  - a. We certify our firm or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any local, state or federal agency, department, or authority.
  - b. *We certify that our firm has sufficient bonding capacity for anticipated total cost of work.* Provide a letter or other supporting documentation from a bonding company indicating the firm's capacity to bond the project.
  - c. We certify our firm has a current Contractor's Public Liability Insurance policy, and our firm is insurable in the following amounts: Bodily injury, including death- limits of \$1,000,000 for each accident. Property damage- limits of \$2,000,000 for each accident and \$5,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) Provide your current insurance certificate.
  - d. We certify our firms has all necessary, valid and current licenses to do business in the State of Georgia. Provide a copy of your GC license, business license and Georgia Certificate of Existence.
  - e. Firm must demonstrate sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher.
  - f. The firm must demonstrate a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years of 1.2 or less. Firm must provide a letter or other supporting documentation.
  - g. We certify the firm or its principals have not been terminated for cause or are currently in default on any public works contract.

**B. Experience and Qualifications**

- B1- Provide information on the firm's experience on projects of similar, size, function, and complexity (similar type of construction and a contract dollar amount equal to 60% or more

of the anticipated amount of the incumbent project). Describe 3-5 projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project. For each project, provide the following information:

- a. Project name, location and dates during which services were performed.
- b. Brief description of project and physical description (delivery method, cost, square footage, number of stories, type of foundation, structural system, envelope, site area).
- c. Services performed by your firm.
- d. Provide any Owner-written letters of reference/recommendation about the firm's performance on the project.
- e. Owner/User/Architect contact information.

**C. Statement of Suitability**

- C1- Provide any information that may serve to differentiate your firm from other firms regarding suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location along with experience working with local (within 45 miles of the project site) materials, suppliers and labor. List any techniques or methodologies offered by the firm that may be particularly suitable for this project type.

**D. Fee Proposal**

- D1- Provide Fee Proposal on the attached form and based on the attached Fee Matrix.

**E. Affidavits**

## 7. SUBMITTAL OF PROPOSALS

All responses must be sealed in an opaque envelope or box, and reference to the **Gumlog Road Gym (CM)** on envelopes or boxes and addressed to the addresses below. **Proposal must be physically received by the Owner** prior to the deadline indicated in the Schedule of Events (*Section 4 of RFP*) at the exact addresses below:

Proposers should deliver **two (2) hard copies and one (1) electronic copy** (.pdf format on a disk) of their Qualifications submittal to the City of Swainsboro to:

Mr. Greg Bennett- Mayor  
c/o Swainsboro City Hall  
101 West Main Street  
Swainsboro, Georgia 30401

And **two (2) copies hard copies and one (1) electronic copy** (.pdf format on a disk) of the Qualifications submittal to DPR Architecture to:

T. Kevin Palmer  
DPR Architecture  
12A East Grady Street  
Statesboro, Georgia 30458



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

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

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

## **8. NOT USED**

## **9. CONTRACT INFORMATION**

This is a CM-At-Risk Contract. The contract format will be an *Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price (GMP) Agreement*. The Project will be *Open-Book*. During Pre-Construction, the CM/GC will be responsible for pricing, value engineering, and maintainability and constructability issues. Construction will commence with the release of distinct work packages based on the design documents. The CM/GC shall select all construction subcontracts by competitive selection using cost and other factors. The CM/GC shall not be eligible to bid or enter into contract or subcontract for any of the construction or other services of any nature on the project. The contract will have liquidated damages. All savings, including unused contingency, will be returned to the Owner.

## **10. ADDITIONAL TERMS AND CONDITIONS**

### **Deadlines**

The deadline for submission of questions relative to the RFP is the time and date shown in the Schedule of Events (Section 3). All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled and answered in writing, and issued directly to all proposers via E-mail. Any proposer exceptions to the RFP requirements or requests for deadline extensions must also be communicated to the Owner by the deadline to be properly considered. Any requests for proposal deadline extensions must include the reason(s) for such a request. The Owner reserves the right to approve or reject such requests as the Owner deems necessary

### **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 about this solicitation or this Project for any reason with any members of the Selection Committee, or City of Swainsboro, except for submission of questions as instructed in the RFP, 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 offending proposer.

### **Submittal Costs and Confidentiality**

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

### **Award Conditions**

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

### **Joint-Venture Proposals**

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

### **Minority and Small Business Enterprise**

It is the policy of City of Swainsboro that minority-owned business enterprises (MBE), woman-owned business enterprises (WBE), and small business enterprises (SBE), have a fair and equal opportunity to participate in the County purchasing process. Therefore, the Owner encourages all MBE, WBE, and SBE to compete for contracts to provide goods, services, and construction, and encourages contractors to solicit MBE, WBE, and SBE in procuring subcontractors and suppliers. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy free market system that seeks to include responsible businesses and provides ample opportunity for business growth and development.

### **Immigration Reform Compliance Requirement.**

In order to comply with immigration requirements under Georgia law as set forth in OCGA 13-10-91, proposers must include in their proposals a completed and executed “Contractor Affidavit Under OCGA 13-10-91(b)(1)” in the form included herein as Exhibit B. Proposals that are not accompanied by a completed and executed “Contractor Affidavit Under OCGA 13-10-91(b)(1)” cannot be considered pursuant to Georgia law. In addition, the successful proposer shall not enter into any subcontract unless the subcontractor registers and participates in the federal work authorization program and submits, at the time of the subcontract, a completed and executed “Subcontractor Affidavit Under OCGA 13-10-91(b)(3)” in the form included herein as Exhibit C. Furthermore, the successful proposer shall require subcontractors not to enter into any contracts with sub-subcontractors unless the sub-subcontractor registers and participates in the federal work authorization program and submits, at the time of the contract with the sub-subcontractor, a completed and executed “Sub-subcontractor Affidavit Under OCGA 13-10-91(b)(4)” in the form included herein as Exhibit D.

**Statement of Agreement**

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

# **EXHIBIT A**

## **Gumlog Road Gym**

### **CM/GC FEE PROPOSAL (Submit with written Proposal)**

**1. CM/GC'S FEE:**

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

**A. PRECONSTRUCTION FEE including all overhead:**

Pre-Construction Fee. Representing the gross profit for the pre-construction consulting services provided by CM/GC as set forth in Section 2, Parts 1 and 2 of the Owner and CM Contract AIA Document A133, and as described in Section 4, Owner shall pay to CM/GC a Preconstruction Fee:

	TOTAL
Pre-Construction Fee (fixed fee)	\$

**B. CONSTRUCTION FEE including all overhead:**

Construction Fee. Representing the gross profit for the construction services provided by CM/GC as set forth in Section 2, Part 3 of the Owner and CM Contract AIA Document A133, and as described in Section 5, Owner shall pay to CM/GC a Construction Fee.

	TOTAL
Construction Fee (percentage of construction cost)	%

**Note: See Project Cost Matrix for all items to be included in the Construction fee above for Construction Management Services.**

By signing, contractor agrees to honor the fee proposal for a period of 30 days from the date of submission.

\_\_\_\_\_  
CM/GC Name

By: \_\_\_\_\_  
Signature of CM/GC Officer

\_\_\_\_\_  
Title of CM/GC Officer

**Exhibit B**

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

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 (name of public employer) has registered with, is authorized to use and uses 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 User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Exhibit C**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor 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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Exhibit D**

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

**REQUEST FOR PROPOSALS**

**EVALUATION FORM  
GUMLOG ROAD GYM**

**Selection Team Member Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Construction Management Firm Name:** \_\_\_\_\_

**RFP Received by the Deadline:** YES \_\_\_ NO \_\_\_

**Firm Attended Mandatory Site Visit:** YES \_\_\_ NO \_\_\_

**Fee Proposal:** YES \_\_\_ NO \_\_\_

**Immigration Affidavit Received:** YES \_\_\_ NO \_\_\_

**Evaluation:**

*25% Factor:* Stability of the firm, including the firm’s corporate history, resources, \_\_\_\_\_ of 25  
form of ownership, litigation history, financials, etc.

*30% Factor:* Firm’s relevant project experience and qualifications, including the \_\_\_\_\_ of 30  
demonstrated ability of firm in effective management of construction  
of facilities comparable in complexity, size, and function, for public  
owners.

*30% Factor:* Firm’s suitability to provide services for this project, including the \_\_\_\_\_ of 30  
firm’s apparent fit to the project type, delivery method, any unique  
qualifications for the project, current and projected workloads,  
describe your firms plan for competitively selecting subcontractors.  
Additional factors for a firm’s suitability will include the  
construction manager’s office location/proximity to the project site  
and ability to demonstrate a commit to using local materials and labor  
whenever reasonable.

*15% Factor* Fee Proposal \_\_\_\_\_ of 15

**100% Total Score \_\_\_\_\_ of 100**

Signed: \_\_\_\_\_



## Exhibit E

### Gumlog Road Gym: Project Cost Matrix

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

Project No. 2194

Office Expense	Construction Management Services within Fee	Cost of Work	Owner
CM Field Office, Furniture and Furnishings	X		
Office Supplies	X		
Field Office Equipment & Maintenance	X		
Jobsite Radios/Beepers/Cell Phones	X		
Copy Machine & Maintenance	X		
Computers, Usage, Software & Maintenance	X		
Fax Machine & Service	X		
Field Office Telephone	X		
Long Distance/Local, all	X		
Office Janitorial	X		
Postage & Overnight deliveries, unless authorized by Owner	X		
Plans and Specifications (All printing of plans and specifications). Owner will provide 4 sets	X		
Scheduling Expenses	X		
Construction Photos & Supplies	X		
Personal Relocation Expenses and Temporary Housing	X		
Job Travel, All	X		
Project meetings	X		
Construction Trade Training Programs	X		
Record Drawings (As Built)	X		
Messenger/Runner/Courier	X		
Audit (If Required)			X
Records Storage			X

### Gumlog Road Gym: Project Cost Matrix

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

Project No. 2194

Testing, Inspection & Quality Control	Construction Management Services Within fee	Cost of Work	Owner
Testing Laboratory Services			X
Soils Testing & Inspection			X
Concrete Testing & Inspection			X
QC/QA Manager	X		
Provide NPDES storm water monitoring and maintenance of sediment control associated with construction activity. Include all fines incurred from authorities having jurisdiction.		X	

### Gumlog Road Gym: Project Cost Matrix

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

Project No. 2194

Taxes/Insurance/Fees	Construction Management Services Within fee	Cost of Work	Owner
File and obtain permits from authorities having jurisdiction. Coordinate and schedule inspection. <b>(Fees to authorities having jurisdiction shall be paid by the Owner)</b>	X		
Building Permit Fees			X
Special Permits, Licenses, Fees		X	
Utility Connection Fees		X	
Operational Permits		X	
Easements			X
Impact Fees			X
Builder's Risk Insurance	X		
Insurance Deductibles	X		
General Liability & Umbrella Insurance for Project	X		
Miscellaneous Insurance	X		
Sales, Use and Gross Receipts Taxes		X	
Cost of temporary services. Cost if temporary and permanent services. Includes electrical, water, sanitary, and security until owner takes beneficial occupancy.		X	
<b>OSHA, Fines and Penalties Incurred</b>	X		
Construction Managers own legal fees and expenses	X		

**Gumlog Road Gym: Project Cost Matrix**

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

Project No. 2194

<b>Construction Management Labor</b>	<b>Construction Management Services within fee</b>	<b>Cost of Work</b>	<b>Owner</b>
Construction Management Labor	X		
General Conditions Labor		X	
Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training and the Owner's final acceptance.	X		
Conduct, record, and complete preliminary deficiency list prior to issuance of Architect's deficiency list. Coordinate and monitor the resolution of all deficiency items.	X		
Coordinate, monitor and resolve all warranty complaints and latent deficiencies to the satisfaction of the Owner and the Using Agency during the one-year general warranty period.	X		

### Gumlog Road Gym: Project Cost Matrix

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

Project No. 2194

Fees	Construction Management Services within fee	Cost of Work	Owner
Legal Fees	X		
Engineering equipment including transits and levels		X	
Field engineering		X	
Layout crew, and exterior		X	
Engineering Supplies		X	
Layout/Batterboards		X	
Licensed Survey Layout, Baseline and benchmarks		X	
Site Surveys & Soils Reports			X
Temporary Sanitation Facilities		X	
Temporary storage and protection of materials including Owner purchased items with approved purchase orders		X	
Dump trucks, rubber tire loaders, sweeps, including dump fees for site clean up. General site and on-going site and job cleanup.		X	
Provide portable construction heat and lighting as required.		X	
Financially responsible for all utilities to the project until the authority having jurisdiction provides temporary permit/certificate of occupancy.		X	

**Gumlog Road Gym: Project Cost Matrix**

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

Project No. 2194

<b>Permanent Construction</b>	<b>Construction Management Services within fee</b>	<b>Cost of Work</b>	<b>Owner</b>
Trade Contract Cost		X	
Self-Perform Labor & Materials		X	
Materials incorporated into the Work		X	
Corrective Work: Punch list work and warranty work within the “cost of work” coordinating all corrective work during construction and after Owner’s acceptance shall be within construction management services. It is the CM/GC responsibility within the fee to complete any item not performed by subcontractor.	X		