



**CITY OF HOGANSVILLE**

**REQUEST FOR PROPOSAL**

**To Provide**

**CONSTRUCTION MANAGEMENT “at RISK” SERVICES**

**For**

**ROYAL THEATER REHABILITATION**

**June 3, 2022**

**A Mandatory Pre-RFP Meeting will be held on Thursday, June 16, 2022, at 10:00 a.m. onsite in the former city council chambers located at 400 E Main St, Hogansville, GA 30230.**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**July 5, 2022 at 2:00 p.m.**

**Ms. Lynne S. Miller, AICP  
Planning & Development Director  
City of Hogansville  
111 High Street, Hogansville, GA 30230  
ATTN: Royal Theater Rehabilitation CM at Risk**

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**ADVERTISEMENT for REQUEST FOR PROPOSAL for  
Construction Management “at Risk” Services  
Royal Theater Rehabilitation – 400 E Main St, Hogansville, GA 30230  
City of Hogansville**

The City of Hogansville (Owner) is seeking a Request for Proposal (RFP) from qualified firms interested in providing Construction Management “at Risk” services as the Construction Management “at Risk” firm (CM/GC) for a project known as Royal Theater Rehabilitation located at 400 E Main St, Hogansville, GA 30230 (Project). This Project is estimated at \$4,500,000. This Request for Proposal, for this solicitation, is asking the marketplace for its best effort in seeking a “best value” solution to our requirements for the above-mentioned services.

The City of Hogansville intends to engage the CM/GC firm, contingent upon project funding, for the Pre-Construction and Construction Phases of the project in order to meet an aggressive construction schedule and to construct the project within a fixed budget.

Sealed Proposals for Construction Management “at Risk” Services for Royal Theater Rehabilitation will be received by the Lynne Miller, Planning & Development Director, at the City of Hogansville located at 111 High St, Hogansville, GA 30230 until 2:00PM, Tuesday, July 5, 2022.

**A Mandatory Pre-RFP Meeting will be held on Thursday, June 16, 2022, at 10:00 a.m. onsite in the former city council chambers located at 400 E Main St, Hogansville, GA 30230.**

**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 discuss details, status, award or have any other conversations or communications relative to this RFP with any members of the City of Hogansville employees, the Hogansville City Council, the End-Users of the proposed facility or the Project Architect, except for submission of questions as instructed in this RFP, or during the proposer’s conference (if applicable), or as provide by any existing work agreement(s). For violation of this provision the Owner reserves the right to reject the proposal of the offending proposer.

The responses to this Request for Proposal (RFP) will be evaluated for award. Each Proposal will be considered by the Owner, taking into consideration specific evaluation factors, listed in their order of relative importance, as set forth in the Request for Proposals. The City of Hogansville reserves the right to reject any or all Proposals, including without limitation, the right to reject any Proposal that the Owner believes would not be in the best interest of the Project.

A copy of the Request for Proposal format is available at the City of Hogansville City Hall, 111 High Street, Hogansville, GA 30230, Telephone 706-637-8629; or through the City’s Website [cityofhogansville.org](http://cityofhogansville.org). The following link provides the design drawings and specifications.

[https://www.dropbox.com/sh/sb42opp294qjzy1/AAAuI\\_JHORGlgNok5oB2qR--a?dl=0](https://www.dropbox.com/sh/sb42opp294qjzy1/AAAuI_JHORGlgNok5oB2qR--a?dl=0)

The complete response to this RFP must be received by 2:00 pm on Tuesday, July 5, 2022, at the City of Hogansville City Hall. The Owner reserves the right to reject any and all Request for Proposal responses and to waive technicalities and informalities.

No proposal may be withdrawn for a period of sixty days after time has been called on the date of opening except in accordance with the provisions of Georgia Law. Both a performance bond and a payment bond will be required, each in an amount equal to 100 percent of the GMP prior to execution of contract.

**ATTN: Royal Theater Rehabilitation CM at Risk**

Ms. Lynne S. Miller, AICP

Planning & Development Director

City of Hogansville

111 High Street, Hogansville, GA 30230

Phone: 706.637.8629

Fax: 706-637-4813

Email: [lynne.miller@cityofhogansville.org](mailto:lynne.miller@cityofhogansville.org)

## Section I – Request for Proposals Overview & Procedures

### 1. PURPOSE

The City of Hogansville is requesting competitive Sealed Proposals from qualified firms to provide Construction Management “at Risk” Services as the Construction Manager “at Risk” (CM/GC) as outlined in this Request for Proposals for the Royal Theater Rehabilitation at 400 E Main St, Hogansville, GA 30230. Instructions for preparation and submission of a Proposal are contained within this packet.

To qualify for consideration, firms shall possess and be prepared, at a minimum, to provide the expertise, financial resources, and personnel experienced in providing the required Construction Management Services as it relates to Pre-Construction Services, Project Scheduling, Cost Management, Project Control, Construction Techniques and Quality Assurance. The Construction Management firm shall have as their objective the efficient, economical, timely and complete delivery of the work by managing the planning and construction of the project within the time and budget limitations and within the established quality requirements. Without limiting any requirements outlined in this Request for Proposal the CM/GC will be required to provide, at a minimum, the following services:

#### a. Design and Pre-Construction Phase Services

- i. Develop a provisional construction CPM schedule that includes all solicitation schedule requirements, construction phasing requirements including identification of bid packages, and an Owner provided equipment schedule requirements.
- ii. Develop requirements for safety, quality assurance and schedule adherence.
- iii. Perform Constructability Reviews of the Construction Documents at 95% completed contract documents.
- iv. Provide multiple Cost Analysis and Value Engineering Recommendations.
- v. CM shall provide budget review at 95% completed contract documents.

#### b. Solicitation and Award Phase Services

- i. Arrange Bid Packages and adhere to House Bill 1079 as applicable.
- ii. Develop requirements to assure time, cost, and quality control during construction.
- iii. Provide provisional construction schedule (CPM) for issuance with Bid Packages.
- iv. Identify bidders and generate bidder interest with emphasis on identifying local and minority subcontractors qualified to submit bids on this project. The CM/GC will be responsible for providing to the Owner all of the detailed information regarding the specific selection process used. The CM/GC will also be required to provide a minority report no less than one time throughout the project.
- v. Schedule and conduct pre-bid conferences.
- vi. Advertise and distribute solicitation documents and other submittals.
- vii. Monitor bidder activity.
- viii. Review and analyze bids and recommend awards.
- ix. Update schedule.

#### c. Construction Phase Services

- i. Maintain on-site staff for construction management.
- ii. Establish and maintain coordinating procedures.
- iii. Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspections testing, construction, and occupancy.
- iv. Conduct and record job meetings.

- v. Prepare and submit change order documentation for approval by the Architect and the City of Hogansville.
- vi. Maintain a system for tracking and expediting review and approvals of shop drawings.
- vii. Maintain records and submit project superintendent daily reports to the City of Hogansville.
- viii. Maintain quality control and ensure conformity to construction contract documents to include Quality Control reports submitted to the City of Hogansville.
- ix. Provide cost control through the progress payment review and verification according to the approved schedule and contract amounts.
- x. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents and the Owner's final acceptance.

**d. Post-Occupancy Phase Services**

- i. Coordinate and monitor the resolution of remaining “punch list” items.
- ii. Coordinate, monitor and resolve all warranty complaints to the satisfaction of the City of Hogansville during the 1-year general warranty period.
- iii. Provide on-site staff during the week before and the first week after project is occupied.
- iv. Provide electronic archiving of all closeout documents per the specific requirements of the City of Hogansville.

**2. PROJECT DESCRIPTION**

The Royal Theater was designed by Tucker & Howell of Atlanta, in the Art-Deco style. The 3-story, 10,300 SF building was constructed in 1937, donated to the City of Hogansville in 1981, and then served as City Hall from 1985-2021. This was once the largest movie theater this side of Columbus, with 895 seats, which attracted patrons from a widespread area.

When the building was converted into City Hall in the 1980s, the interior was adapted to this use, with interior partitions and other changes, but much of the historic fabric remains. The building became increasingly ill-suited to City Hall use, with structural, ADA, and other rehabilitation issues. City Hall relocated in June 2021, leaving the building vacant.

The theater will be rehabilitated for film, performance and community use. Plans call for 458 seats, with removable seats in the front eight rows, nearest the stage. The building is National Register listed.

The rehabilitation work of the Royal Theater includes exterior masonry and stucco repairs, new marquee, replacement of the missing spire, storefront replacement, egress modifications, replacement of interior ornamentation, floor plan alterations including removing the walls/ceilings/raised floors that were added during the 1980s renovations, and new mechanical/electrical/plumbing systems.

The estimated construction cost is \$4.5 million. Anticipated project schedule is 10 months.

**3. PROJECT DELIVERY METHOD**

The delivery method for this project will be Construction Manager “at Risk” (CM/GC) and require, at a minimum, that the CM/GC will provide Pre-Construction and Construction Management Services.

**4. PROJECT BUDGET**

The preliminary Stated Cost Limitation (SCL) or construction cost of the Project is estimated at \$4,500,000. The final SCL may be revised by the Owner due to final programmatic requirements, funding availability, or other circumstances.

**5. PROJECT SCHEDULE**

The Design Professional's services are anticipated to commence by summer 2022 with coordination of 95%

completed Construction Documents anticipated for completion in mid-summer 2022. The selected CM/GC will immediately commence Pre-Construction Services upon execution of a Construction Management Contract. Construction is expected to start in the 3rd Quarter of 2022 with completion no later than 10 months after Construction Start. The start of the construction is contingent on the availability of funding. *(All of the above dates above are estimates which are subject to change.)*

**6. COST INCURRED**

All expenses involved with the preparation of submissions, or any work performed in connection therewith are the responsibility of the Offeror.

**7. REQUEST FOR PROPOSAL SCHEDULE OF EVENTS**

The following Schedule of Events represents the Owner’s best estimate of the schedule that will be followed. Unless specified, the time of the day for the following events shall be between 8:00AM and 5:00PM Eastern Time. The Owner reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all Proposers by way of addendum.

<b>Event</b>	<b>Date</b>	<b>Time</b>
Post Advertisement of RFP for a period of 30 Calendar Days	06/03/2022	N/A
Mandatory Pre-RFP Meeting	06/16/2022	10:00 AM
Deadline for Written Questions & Clarifications of RFP	06/23/2022	4:00 PM
Deadline for Submission of RFP	07/05/2022	2:00 PM
City Council Meeting for Approval of Contractor	07/18/2022	7:00 PM

**8. SUBMISSION REQUIREMENTS**

Offers must submit one (1) original Proposal and four (4) copies of the Proposal. Submissions must include the following to be considered a complete Proposal and eligible for evaluation and consideration:

- a. RFP Deliverables identified in “Section II – Proposal Submission Requirements” as follows:
  - i. Part I – Business Stability (including required documents of this section)
  - ii. Part II – Technical Capabilities
  - iii. Part III – Price (utilize Fee Proposal Form Exhibit “A”)
- b. Exhibit “B” Addenda Acknowledgement Form
- c. Exhibit “D” S.A.V.E. Affidavit
- d. Exhibit “E” Contractor Affidavit

The complete submission package must be received by Tuesday, July 5, 2022, by 2:00PM Local Time. Your Fee Proposal Form “Exhibit A” should be placed in a separate sealed envelope (Proposal Price Envelope). Submissions must be submitted in a sealed box/package either by USPS Mail, FedEx, UPS or Hand Delivered and identified/labeled on the outside with The Offeror’s name, address, telephone number, the title including the Bid Number, and E-Verify# as follows: **Royal Theater Rehabilitation located at 400 E Main Street, Hogansville, GA 31088 E- Verify**, and addressed to:

**ATTN: Royal Theater Rehabilitation CM at Risk**

Ms. Lynne S. Miller, AICP  
 Planning & Development Director  
 City of Hogansville  
 111 High Street, Hogansville, GA 30230

Submissions may be hand delivered to the above address only between the hours of 8:00AM and 4:30PM local time Monday through Friday, excluding Holidays observed by the Owner.

Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring **the required address information appears on the outer wrapper** or container used by such service. Submissions received after said date and time will not be considered. Having the container postmarked by July 5, 2022 does not meet the requirements of this Request for Proposal. Delivering the document to a commercial delivery service is also not sufficient until the Proposal is actually received at the designated location.

The submissions must be signed by an officer or employee of the company, legally authorized to enter into a contractual relationship in the name of the Offeror.

## 9. RFP QUESTIONS

Any inquiries, regarding this RFP must be submitted in writing no later than 4:00PM local time on June 23, 2022 to: City of Hogansville, Attn: Lynne Miller, Planning & Development Director, 111 High Street, Hogansville, GA 30230 or e-mail: [lynne.miller@cityofhogansville.org](mailto:lynne.miller@cityofhogansville.org). Questions will be answered at the mandatory Pre- Submission Conference (if applicable) and/or in writing by addendum. Questions received after this time will not receive a response.

## 10. ADDITIONAL INFORMATION/ADDENDA

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

Proposers should check with the Planning & Development Director frequently during the time that this solicitation is open to Offerors to verify that they have received all issued addendums. Addendums will be posted on the City of Hogansville website (<https://cityofhogansville.org/BidsAndNotices.aspx>). The following link provides the design drawings and specifications.

[https://www.dropbox.com/sh/sb42opp294qjzy1/AAAuI\\_JHORGIGNok5oB2qR--a?dl=0](https://www.dropbox.com/sh/sb42opp294qjzy1/AAAuI_JHORGIGNok5oB2qR--a?dl=0) While every attempt is made to make sure that registered proposers receive notice of addendums, proposers have the responsibility of making sure that they have received all issued addendums. Addenda Acknowledgement Form (Exhibit "B") is required to be signed and returned with the proposal submitted.

## 11. LATE QUALIFICATIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submissions received after the SUBMISSION DUE DATE and time will not be considered. Modifications received after the SUBMISSION DUE DATE will not be considered. The City of Hogansville **shall have no responsibility** for the premature opening of a Submission Package not properly addressed and identified, and/or delivered to the proper designation.

A proposer may withdraw their proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the City of Hogansville Planning & Development Director.

## 12. REJECTION OF SUBMISSIONS

The City of Hogansville may reject any and all proposals and may reject a proposal of any party who has been delinquent or unfaithful on any formal contract with the City of Hogansville. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. The City of Hogansville shall be the sole judge as to which proposal is the most suitable and offers the "best value", and in ascertaining this, will take into consideration the Business Stability, Technical Capabilities, Price, acknowledgement of all required documentation including acknowledgements, affidavits and any other information required by this Request for Proposal.

**13. CERTIFICATION OF NON-COLLUSION**

By submitting a proposal, the Offeror certifies:

“That this proposal is made without prior understanding, agreement or connection with any corporation firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of the State and Federal Law and can result in fines, prison sentences, and civil damage awards.”

**14. IMMIGRATION REFORM CONTROL ACT**

Offerors must abide by all federally mandated laws established to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. Immediately after award of a contract and/or subcontract, the respective contractor or subcontractor or sub-subcontractor shall provide the City of Hogansville with E-Verify documentation for any and all non-citizen immigrants that will be performing work covered by the contract. The City of Hogansville may at any time during the contract ask personnel on-site for identification credentials for verification purposes.

**15. EQUAL OPPORTUNITY**

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



## Section II – Proposal Submission Requirements

### 1. PROPOSAL FORMAT

Submissions shall be typed on standard 8 ½” x 11” paper and shall not exceed fifty (50) typed pages. Tabs do not count toward the page count. 8 ½” x 11” sheets printed on both sides count as one (1) page. 11” x 17” sheets will count as two (2) pages. Font shall be no less than a 10-point font and you may utilize double-siding. All submissions shall include complete responses for the Request for Proposal Deliverable Parts I, II and III and all other required documents or information required by this Request for Proposal including execution of the documents (if applicable).

All submissions received will become a part of the official contract file and may be subject to disclosure.

### 2. RFP DELIVERABLE PARTS I, II AND III FOR ALL FIRMS:

All submissions should include the information outlined below and separated by tabs.

#### **Part I – Business Stability**

- A. History, Organizational Structure of the Firm and Stability** - Provide a Cover Letter introducing the company, including the corporate name, address, and telephone number. The name and phone number of the individual who will be the company’s primary contact with the City of Hogansville for contract negotiations for this project. Briefly describe the history and growth of your firm(s). Provide general information about the firm’s personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.
- B.** Provide form of ownership, including state of residency or incorporation, and number of years in business. Indicate if the offeror is a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture or other structure. Describe the management organization and this project’s coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. 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.
- C.** The firm, in order to be deemed eligible for evaluation, must provide supporting documentation asserting that the firm meets the minimum qualifications required for this project.
  - C1.** Certify that your firm has sufficient bonding capacity for anticipated total cost of the work and our surety and insurance companies are in the current Department of Treasury’s Listing of Approved Sureties (Department Circular 570). All insurance and bonds will be obtained through a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. The company is an insurer (or qualified self-insurers or group self-insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength rating of “A-” or better with an A.M. Best Financial Size Category of Class V or larger. **Provide** a letter or other supporting documentation from your firm’s surety indicating the firm has bonding capacity of \$4,500,000.

- C2.** Certify your firm has Commercial General Liability Insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for premises and operations coverage, \$1,000,000 per occurrence and \$2,000,000 general aggregate for products and completed operations coverage, and \$1,000,000 for personal and advertising injury coverage. Firm must also have current commercial umbrella liability coverage in the amount of at least \$5,000,000 per occurrence and general aggregate (the Owner reserves the right to require additional limits and/or coverage for actual contract). Certify your firm has Design-Build and Contractor's Professional Liability Insurance, Contractor's Pollution Liability, Contractor's Microbial Condition Liability, Computer Network Security and Private Liability Insurance in the amount of \$2,000,000 for each claim. **Provide** a copy of your current insurance certificate(s) for General Liability and Professional Liability Insurance.
- C3.** Certify your firm has all necessary, valid and current licenses (including a valid and current Georgia General Contractor's License) to do business in the State of Georgia. *General Contractor must **provide** a valid and current Georgia General Contractor License at the time of submission of proposals.* **Provide** a Georgia Certificate of Existence or Certificate of Authority demonstrating your firm has registered with the Georgia Secretary of State and is authorized to do business in Georgia.
- C4.** Certify your firm demonstrates a commitment to safety with regard to Worker's Compensation by having a current Experience Modification Rating (EMR) of 1.2. or less. **Provide** evidence from your firm's carrier on their letterhead of your firm's EMR.
- D.** Provide the firm's federal employer identification number and a completed IRS Form W9.
- E. Financial Status** - Describe the financial status of the firm; include Financial Statements (Income Statements and Balance Sheets) for the past two (2) accounting years.
- E1.** List the firm's annual revenue, **for the parent office and the local office separately, if applicable**, for the past 2 years and supply main financial banking references.
- E2.** Certify your firm has sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher. **Provide** no more than a one-page statement evidencing your current ratio.
- F. References** - List at least three (3) Owner references for projects that your firm has completed that were valued at 75% or above the Stated Cost Limitation for this project. Briefly describe the projects and list the project name, contact person, and phone number. If the Contact Person is no longer employed by the Owner provide current contact phone number of supervising contact person at the time services were provided.
- F1.** List at least five (5) Major Trade Contractor references (company, current contact, and phone number).
- G. Litigation, Previous Default** - Has the firm been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners and/or Architects. List any active or pending litigation and explain. List any claims against your firm or against Owners where your firm is named.
- G1.** Has the firm, or a member thereof, ever been removed from a contract or failed to complete a contract as assigned? If yes, provide explanation.

## **Part II – Technical Capabilities**

- A. With regard to your firm’s overall role in the project, please provide a statement of your definition of the role, your anticipated level of management responsibility and accountability for project concerns. Describe your process for efficiently resolving issues and maintaining the project commitments while working collaboratively with the Architect, Owner, and others as applicable. Provide detailed procedures for routine solving of complex issues without compromising your team commitments. Provide your proposed methods and plans of communication.
- B. Describe your firm’s proposed organization for the construction management team including superintendent, project manager, project director, cost estimator, project executive, etc., who will manage the project. Please designate the specific individuals to fill the following key roles on your team: (Firms should list all positions/persons that the CM/GC expects to serve on the construction management team or who’s time will be charged to the project)
- B1.** Superintendent(s)
  - B2.** Project Manager
  - B3.** Project Director
  - B4.** Cost Estimator
  - B5.** Project Executive
  - B6.** Other (please describe, if applicable)
- C. Provide an organizational chart showing the lines of responsibility and accountability for your team and proposed sub-consultants. If a joint venture, identify responsibility relationships, where there may be past experience at such relationships, and levels of experience.
- D. Provide for each of the above personnel current resumes listing relevant project experience and percentage of the person’s time to be committed to this project.
- E. Description of Offeror’s ability to administer the program operation locally and to assign the necessary support staff on site.
- F. Provide details of current and past experience of five (5) projects as evidence of experience with similar construction to demonstrate experience. ***Of the five (5) projects being submitted a minimum of four (4) of the submitted projects must be completed. For each project provide the name, title and contact information of Owner’s representative that may be contacted regarding Offeror’s performance on those projects.***
- G. Provide details of current and past experience of five (5) projects as evidence of experience in providing Construction Management “at Risk” services, including Pre-Construction and Construction Services, for governmental and/or public Owners. ***Of the five (5) projects being submitted a minimum of four (4) of the submitted projects must be completed. For each project provide the name, title and contact information of Owner’s representative that may be contacted regarding Offeror’s performance on those projects.***
- H. Provide your detailed cost management plan for controlling costs on this project within the GMP during construction. Describe your systems and procedures for controlling costs during construction.
- I. Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.

- J.** Provide your procurement and workforce plan including details on your plan to assure local contractor opportunity. Describe how your firm intends to arrange the construction into bid packages in order to reach the Owner's schedule and budget objective.
- K.** Show ability to guarantee cost effectiveness as evidenced by the results of successful projects.
- L.** Provide your detailed schedule management plan for this project during construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.
- M.** Provide your detailed subcontractor management plan including contract documents compliance procedures, project accounting procedures and issue resolution.
- N.** Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.
- O.** Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship.
- P.** Provide your safety and site logistics plan for this project. Describe your plan for working around existing operations and for site success.
- Q.** Provide any information that may serve to differentiate your firm from other firms as it relates to suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or the needs of the Owner and/or any techniques or methodologies offered by the firm that the Owner finds value in as it relates to the suitability of your firm for this project.

**Part III – Price**

- A.** Complete and Execute the Fee Proposal Form (Exhibit "A") including Fee Proposal, Pre-Construction Services Breakdown and the Anticipated General Conditions Breakdown. No lines are to be left blank on any of these forms. If there is no associated cost, then put \$0.00 and 0.00% for those items.

Submit Fee Proposal Form (Exhibit "A") in a separate sealed envelope as directed by the Request for Proposal.

## REQUEST FOR PROPOSAL

### A. Fee Proposal

The proposing firm shall propose a Construction Management “at Risk’s” Fee (fee shall be for profit **and overhead**) to **provide the construction management services outlined herein and as further described in “AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Construction where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price” in conjunction with “AIA Document A201-2017 General Conditions of the Contract for Construction.”**

The fee shall be proposed in the form of a percentage that will be applied to the Construction Estimate listed below. As part of the Guaranteed Maximum Price Proposal, to be submitted at a later date, this Fee will be converted to a lump sum amount. A separate lump sum fee proposal shall be submitted for pre-construction services. The Cost of the Work shall include all requirements as defined in “AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Construction where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price”.

In this Request for Proposal, the Offeror is not being requested to establish the Cost of the Work, only the Construction Manager “at Risk’s” Fee and Pre-Construction Services proposal. Offerors shall use the “estimated cost of the work” shown below in determining the Construction Manager “at Risk’s” Fee that is being proposed. Offeror shall provide the information requested below, in the format shown, and include this information in the Price Section of the Proposal. All of this information is to be included in a separate sealed envelope as outlined in the Request for Proposal.

**Fee Schedule to be based on Construction Estimate of \$4,500,000**

See attachment A & B

**Construction Management Fee Proposal Form**  
(submit in a sealed envelope)

**Pre-Construction Services**

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

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

**General Conditions**

Should the Owner authorize the Construction Manager to proceed with construction of the project, the fixed fee construction overhead costs are inclusive of all direct and incidental expenses including, but not limited to, travel, sustenance, reproduction, salaries, wages home office expenses, and those costs listed in the proposed Construction Management Agreement as depicted in the attached Construction Management Agreement. The fixed amount for construction overhead costs is the maximum amount the Owner shall be liable to the Construction Manager for overhead costs. General conditions cost may be adjusted after pre-construction services are complete with the agreement of the owner & CM.

General Conditions: \$ \_\_\_\_\_, ( \_\_\_\_\_ dollars)

(Include a list of all items included in the general conditions not specified in the attached scope.)

**Construction Manager's Fee**

If authorized by the Owner to proceed with construction, the Construction Manager will execute the work and be reimbursed for the actual costs as defined in the proposed Construction Management Agreement, documented overhead costs not to exceed the amount proposed above, and a Construction Manager's fee. The fee shall be submitted as a percentage of the actual construction costs including General Conditions. If the Owner and Construction Manager agree upon a Guaranteed Maximum Price, the Construction Manager's fee shall be converted to a fixed dollar amount and will include any unpaid Pre-Construction service fees.

Construction Manager's Fee: \_\_\_\_\_ % ( \_\_\_\_\_ percent)

Respondent: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment B**

**APPROVED GENERAL CONDITIONS LINE ITEMS AND COST BREAKDOWN**

<b>Project Management:</b>	
Superintendent(S)	
Safety Manager	
CPM Scheduler	
Quality Assurance/Quality Control	
Project Manager(s)	
Project Executive	
Field Office Engineer	
Field Office Support Staff	
Project Expeditor	
Assistant Superintendent(s)	
<b>Project Management Subtotal</b>	\$
<b>Bonds and Insurance (excluding any for Subcontractors):</b>	
Builder's Risk Insurance	
General Liability Insurance	
Other General Project Insurance	
Security, Payment & Performance Bonds	
<b>Bonds and Insurance Subtotal</b>	\$
<b>Site Conditions:</b>	
Temporary Power Consumption (Offices)	
Temporary Power Consumption (General Site Use)	
Temporary Water and Sewer Consumption	
Temporary Water Hookup, Distribution & Meters	
Temporary Electrical Hookup, Distribution & Meters	
Temporary Telephone & Network System Installation	
Temporary Telephone & Internet Consumption Fees	
Temporary Fire Protection	
Temporary Heating & Cooling	
Temporary Fencing	
Temporary Covered Walkways	
SWPPP Measures	
Temporary Entries and Truck Washes	
Street Cleaning (by G.C.)	
Traffic Control Measures	
Traffic Control Maintenance	
Temporary Barricades & Signage	
Temporary Roads & Walkways (install & maintenance)	
Temporary Lighting	
Temporary Partitions & Covered Floor Openings	
Temporary Toilets/Sanitary Measures	
Temporary Laydown (prep and restoration)	
Security System/Watchman	
Pre-construction Photo Documentation	
Progress Photos	
Temporary Protection (in-place work/adjacent structures)	
Temporary Weather Protection/Enclosures	
Trash Chutes	
Dumpsters (site and field offices)	
<b>Site Conditions Subtotal</b>	\$

<b>Field Offices &amp; Construction Supplies:</b>	
Field Offices & Furnishings	
Job/Office Drayage	
Field Office Maintenance and Cleaning	
Storage Trailers	
Small Tools & Consumables	
Mobilization & Demobilization	
Monthly Cell Phone Expenses	
Job Site Communications (radios, chargers, etc.)	
Final Clean (general site, windows/glass, etc.)	
Job Office Supplies	
Job Site Computers, Copiers, Fax, Servers, etc.	
Postage & Shipping Expenses	
Project Sign	
Drinking Water & Supplies (site and offices)	
Incidental Construction Equipment, Fuel & Drayage	
Materials Handling	
Document Imaging	
Parking Logistics	
Parking Permits	
Printing Costs	
Reproduction Costs	
As built & Record Document Preparation	
Partnering Costs	
Project Milestone Event Costs	
Employee I.D./Badging/Background Checks	
Safety Expenses	
PPE for Staff & Visitors	
First Aid	
Fall Protection (staff)	
Safety Program Administration & Training	
Safety Incentives	
Drug Testing	
Safety Signage	
<b>Field Offices &amp; Construction Supplies Subtotal</b>	\$
<b>GENERAL CONDITIONS TOTAL</b>	\$

It is understood by the owner that the above amounts in attachment B are estimates based on project cost and information provided in this RFP.

It is further understood, the actual cost shall be determined when actual construction costs are established.



### **Section III – Evaluation and Selection Process**

This Request for Proposal, for this solicitation, is asking the marketplace for its best effort in seeking a “best value” solution for the services required of this Request for Proposal. Evaluation of the Offeror’s Proposals, initiated by this Request for Proposal, which is issued for the purpose of acquiring Project Proposals, from prospective CM/GC firms will be by a Selection Committee consisting of representatives appointed by the City of Hogansville.

The Selection Committee, at the sole discretion of the Owner, may consist of representatives of the City of Hogansville City Council, Using Agency, Construction Management Review Committee, Hogansville, GA Government Employees/Staff and/or possibly a Third-Party Representative. The Selection Committee will review and evaluate the Proposals submitted in response to this Request for Proposal based on the Scoring Criteria defined by the Proposal Review Rubric (see Exhibit “B”) in this RFP. Once all of the eligible Offeror’s Proposals are evaluated and scored by the Selection Committee using the Proposal Review Rubric, the scores will be tabulated by the Purchasing Manager. The Construction Management Review Committee will use the tabulated scoring summary and submit a recommendation to the City of Hogansville City Council for the firm, at the sole discretion of the Selection Committee judgement, that best suits the needs of this Project.

If approved by the Board and if other matters (Insurance, Bonds, etc.) are settled a Contract will be awarded.

The City of Hogansville may reject any and all proposals. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure.

## **Section IV – Contract Award/Requirements/Post Award**

### **1. AWARD CONDITIONS**

This RFP is not an offer to contract or a solicitation of bids. This RFP and any 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 response. Upon receipt and review of responses, the Owner will determine the party(s) and proposal that in the sole judgement 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 and in the course of doing so may use ideas expressed in any proposal.

### **2. CONTRACT REQUIREMENTS**

The contract shall consist of this Solicitation and any Addenda thereto, the Offerors proposal, the intent to award notification letter and the “AIA A133-2019 Standard Form of Agreement between Owner and Construction Manager where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price” in conjunction with “AIA Document A201-2017 General Conditions of the Contract for Construction” (sample Contract is available by written request to the City of Hogansville Assistant City Manager). Unless specifically deleted in writing by Addendum or Amendment to the aforementioned document of the contract by the City of Hogansville, all terms and conditions of the City of Hogansville’s contract documents shall be in effect and shall govern if in conflict with any term of condition otherwise presented. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of Georgia.

### **3. CONTRACT CONDITIONS**

Individual Subcontract/Trade Contracts shall be between the CM/GC and Subcontractors/Trade Contractors for the Work of this project and the CM/GC shall not perform any portion of the project with its own forces as may be approved by the City of Hogansville.

The CM/GC shall be “at Risk” in the proposed undertaking.

Should the final cost of the project be less than the Guaranteed Maximum Price (GMP) required by the Contract Documents, 100% of all savings shall revert to the City of Hogansville, exclusive of General Conditions.

AIA A133-2019 Standard Form of Agreement between Owner and Construction Manager where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price” in conjunction with “AIA Document A201-2017 General Conditions of the Contract for Construction” shall be modified and include within Article 7 of the Contract the following: “General Requirements/Conditions Costs listed in Division 1 of the Contract Specifications for all Material, Labor, Equipment and Subcontracts including Sales Tax, Use Tax, other Tax, Freight and Insurance Costs, unless those items are listed as General Conditions Costs on Attachment B, in which case those items shall not be reimbursable as General Requirements Costs. General Requirements Costs exclude the costs of any CM/GC employee performing Basic Services but may include the costs of any CM/GC employee performing General Requirements Work”.

Binding Dispute Resolution shall be Litigation in a court of competent jurisdiction (See Section 12.2 of AIA Document A133-2019).

#### **4. CONTRACT AWARD**

A Contract will be awarded to the responsible Offeror (hereinafter referred to as Construction Manager) whose proposal is determined to be the **most advantageous** and is of the **“best value”** to the City of Hogansville. Proposals will be evaluated on a combination of factors (see Section III – Evaluation and Selection Process).

#### **5. CONFLICT IN TERMS AND CONDITIONS**

In a conflict between terms and conditions in any document that will be part of the contract, the City of Hogansville Terms and Conditions shall govern.

#### **6. POST AWARD**

##### **A. Assignment**

By the submission of this Proposal, the Offeror agrees not to assign the contract or purchase order to others unless specifically authorized in writing by the City of Hogansville Administrator.

##### **B. Payment**

The CM/GC shall invoice the City of Hogansville in accordance with the terms and conditions defined in “AIA A133-2019 Standard Form of Agreement between Owner and Construction Manager where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price” in conjunction with “AIA Document A201-2017 General Conditions of the Contract for Construction”.

##### **C. Termination for Default**

Termination for default shall be in accordance with the requirements set forth in “AIA A133-2019 Standard Form of Agreement between Owner and Construction Manager where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price” in conjunction with “AIA Document A201-2017 General Conditions of the Contract for Construction”.

##### **D. Termination for Convenience**

The City of Hogansville reserves the right to terminate for convenience a contract awarded through this solicitation.

##### **E. Permits, Taxes, Licenses, Ordinances and Agreements**

The contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable Local, State and Federal Laws, Ordinances, Rules and Regulations. The contractor shall maintain the licenses required in a current status after award and through the course of the contract. The contractor shall agree that in the performance of the contract, they shall comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as to not cause inconvenience, picketing or work stoppage.

#### **7. INSURANCE**

The selected CM/GC firm shall provide and maintain the following insurance requirements. These insurance requirements will be a part of the contract agreement (AIA A133-2019 Standard Form of Agreement between Owner and Construction Manager where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price” in conjunction with “AIA Document A201-2017 General Conditions of the Contract for Construction).

Upon selection of the CM/GC will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within 15 days of the date of written notification to the CM/GC.

**A.** The following requirements apply to any and all work under the contract agreement by the CM/GC and subcontractors of any tier.

**A1.** Any and all insurance required shall be maintained during the entire length of the contract agreement, including any extensions thereto, and until all work has been completed to the satisfaction of the City of Hogansville. Any and all insurance must be on an occurrence basis.

CM/GC or its subcontractors shall not commence any work of any kind under a contract until all insurance requirements contained within this solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.

**A2.** The City of Hogansville shall be covered as an Additional Insured under any and all insurance required by the contract agreement. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies.

**A3.** The City of Hogansville shall be given no less than thirty (30) days notice of cancellation. The City of Hogansville shall be given not less than thirty (30) days prior written notice of material changes of any insurance required of the CM/GC under this Request for Proposal.

**A4.** Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract agreement referenced herein this Request for Proposals and that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

**A5.** Any and all companies providing insurance required by a contract must meet the minimum financial security requirements as set forth below. The rating of each company must be indicated on the certificate of insurance.

For all contracts, regardless of the risk, companies providing insurance under this contract must have a current:

- i. Best Rating not less than A, and
- ii. Best's Financial Size Category not less than Class VII

**A6.** In the event the CM/GC neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, the City of Hogansville shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from moneys then due or thereafter to become due to the CM/GC or shall have the right to cancel the contract agreement.

**B. Worker’s Compensation and Employer’s Liability Insurance**

The CM/GC shall procure and maintain Worker’s Compensation and Employer’s Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

Worker’s Compensation Limits:	Statutory
Employer’s Liability Limits:	
Bodily Insurance by Accident	\$1,000,000 each accident
Bodily Insurance by Disease	\$1,000,000 each employee
Bodily Insurance by Disease	\$1,000,000 policy limit

CM/GC waives all rights against the Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Worker’s Compensation and Employer’s Liability or Commercial Umbrella Liability Insurance obtained by CM/GC pursuant to this agreement.

**C. Commercial General and Umbrella Liability Insurance**

The CM/GC shall procure and maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Insurance with a limit of not less than \$5,000,000 each occurrence, and general aggregate, as shall protect him and any Subcontractor performing Work covered by this Contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- C1. Comprehensive Form
- C2. Contractual Insurance
- C3. Personal Injury
- C4. Broad Form Property Damage
- C5. Premises – Operations
- C6. Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

CM/GC waives all rights against Owner and its agents, officers, directors, and employees for recover of damages to the extent these damages are covered by Commercial General Liability or Commercial Umbrella Liability Insurance maintained pursuant to this agreement.

Disposition: Certificate(s) of Insurance must be sent to Owner with properly executed Contract Documents.

**D. Business Auto and Umbrella Liability Insurance**

The CM/GC shall procure and shall maintain Business Automobile Liability, and if necessary, Commercial General Umbrella Liability Insurance with a limit of not less than \$5,000,000 each occurrence.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

CM/GC waives all rights against Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Business Automobile Liability or Commercial

Umbrella Liability Insurance obtained by CM/GC pursuant to this agreement or under any applicable auto physical damage coverage.

Disposition: Certificate(s) of Insurance must be sent to Owner with properly executed Contract Documents.

**E. Hold Harmless Agreement**

The CM/GC shall Hold Harmless the City of Hogansville from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this contract. The CM/GC's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

**F. Endorsement of Casualty/Liability Policies**

There shall be attached to and made a part of every CASUALTY/LIABILITY INSURANCE POLICY an endorsement of the insurance company in accordance with the specimen shown below:

ENDORSEMENT

Attached to and forming part of Policy No. \_\_\_\_\_ of the \_\_\_\_\_ Insurance Company.

Date of Endorsement: \_\_\_\_\_

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

In consideration of the premium for which the policy is written and proper rate adjustment when applicable, the insurance company agrees as follows:

Item (1) This policy of insurance shall not be canceled, changed (which includes renewal), allowed to lapse or allowed to expire until thirty (30) days after the Owner has received written notice addressed as follows:

City of Hogansville-  
Attention: Planning and Development Director  
111 High Street  
Hogansville, GA 30320

As evidenced by certified mail, return receipt requested, or until such time as other valid and effective insurance coverage acceptable in every respect to the Owner and providing equal protection called for in the policy shown below shall have been received, accepted, and acknowledged by the Owner. It is also agreed that such notice shall be valid only as to such improvements or projects as shall have been designated by name in such notice and that as to any project not designated by name in the notice, coverage shall be continued in full force and effect.

Item (2) Any other provisions of the agreement to the contrary notwithstanding, coverage under this policy shall automatically terminate thirty-six (36) months from the date shown below.

The foregoing insurance provisions have been incorporated into by reference and are hereby made a part of insurance policy No. \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Signature of Authorized Representative

## **G. Builder's Risk Insurance**

The CM/GC shall procure and maintain in force Builder's Risk Insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum, subject to subsequent modifications of the contract amount. The insurance shall apply on a replacement cost basis.

The insurance required in this subparagraph shall name as insured the Owner, the CM/GC and all subcontractors and sub-subcontractors in the work.

The insurance required in this subparagraph shall cover the entire work at the site of the project, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be legally necessary or by the operation of any law, regulation or ordinance.

The insurance required by this subparagraph shall be written to cover all risks of physical loss except those specifically excluded in the policy and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, and collapse.

Any deductible applicable to the insurance purchased in compliance with this subparagraph shall be identified in the contract documents. If any part of a loss is not covered because of the application of a deductible amount, whether identified in the policy or not, such loss shall be paid by the CM/GC.

The insurance required by this subparagraph shall be maintained in effect, unless otherwise provided for in the contract documents, until the earliest of the following dates:

- G1.** The date on which all persons and organizations who are insured under the policy agree that it shall be terminated;
- G2.** The date on which final payment, as provided for in the Contract Agreement, has been made;
- G3.** The date on which the insurable interests in the property of all insured other than the Owner have ceased.

If the Owner is damaged by failure of the CM/GC to maintain insurance as required in this subparagraph, then the CM/GC shall bear all reasonable costs properly attributable to that failure.

Owner and CM/GC waive all rights against each other and each of their subcontractors, sub-subcontractors, officers, directors, agents, and employees, for recovery of damages caused by fire and other perils to the extent covered by Builder's Risk Insurance purchased pursuant to the requirements of this subparagraph or any other property insurance applicable to the work.



ENDORSEMENT – BUILDER’S RISK

Attached to and forming part of Policy No. \_\_\_\_\_ of the \_\_\_\_\_ Insurance Company,

Date of Endorsement: \_\_\_\_\_ Name of Project: \_\_\_\_\_

In consideration of the premium for which the policy is written and proper rate adjustment when applicable, the insurance company agrees as follows:

Item (1) Furniture and equipment may be delivered to the insured premises and installed in place ready for use and the delivery and installation of furniture and equipment shall in no way diminish, change, alter or otherwise affect the coverage and protection afforded the insured under this insurance.

Item (2) Occupancy shall in no way diminish, change, alter or otherwise affect the coverage and protection afforded the insured under the policy. The insured shall give notice to insurance company of any occupancy or partial occupancy.

Item (3) The insurance company recognized the right of the Owner of the insured premises to perform other Work in connection with construction operations insured under this policy and agrees that performance of other Work by the Owner, by agents of the Owner, by contractors employed by the Owner shall in no way diminish, change, alter or otherwise affect protection afforded under this insurance.

Item (4) This policy of insurance shall not be canceled, changed (which includes renewal, allowed to lapse or allowed to expire until thirty (30) days after the Owner has received written notice addressed as follows:

City of Hogansville  
Attention: Planning and Development Director  
111 High Street  
Hogansville, GA 30320

As evidenced by certified mail, return receipt requested, or until such time as other valid and effective insurance coverage acceptable in every respect to the Owner and providing equal protection called for in the policy shown below shall have been received, accepted, and acknowledged by the Owner. It is also agreed that such notice shall be valid only as to such improvements or projects as shall have been designated by name in such notice and that as to any project not designated by name in the notice, coverage shall be continued in full force and effect.

Item (5) Any other provisions of the agreement to the contrary notwithstanding, coverage under this policy shall automatically terminate thirty-six (36) months from the date shown below.

The foregoing insurance provisions have been incorporated into by reference and are hereby made a part of insurance policy No. \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Insurance Company \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

**REQUEST FOR PROPOSAL  
EXHIBIT "A"  
ADDENDA ACKNOWLEDGEMENT FORM**

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

BID #: \_\_\_\_\_

**NAME OF OFFEROR:**

\_\_\_\_\_

City of Hogansville  
ATTN: Lynne S. Miller  
111 High Street  
Hogansville, GA 30320

Gentlemen:

We acknowledge Addendum(s) \_\_\_\_\_, issued in accordance with the Request for Proposal to provide Construction Management "at Risk" Services to the City of Hogansville for the Royal Theater Rehabilitation located at 400 E Main St, Hogansville, GA 30320.

**By:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

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

**EXHIBIT "B" PROPOSAL REVIEW RUBRIC**  
**Royal Theater Rehabilitation RFP**

<b>Major Category</b>	<b>Available Points</b>	<b>Criteria</b>
Firm's Ability	10	Overall strength relative to the proposed project
		Past ability to work as a team with Architects and Owners
		Firm's "management" philosophy plan for administering the work
		Firm's current and projected workload
		Financial Stability
Experience	20	Firm experience with similar project/construction types
		Experience with projects for county governments
		Experience with innovative budget control and value engineering
		Experience with innovative schedule control
		Quality of references
Management Plan	20	Firm's "management" philosophy
		Strength of team assigned relative to proposed project size
		Project Manager and superintendent ability to work as a team
		Firm's approach to quality assurance
		Approach to bonding subcontractors
		Communication Plan
Services	20	Ability of firm to implement services
		Preconstruction management plan
		Value engineering
		Ability to estimate accurately
		Local participation
		Construction management plan
		Ability to work with subcontractors
Schedule	10	Ability to provide schedule control for this project
Fees	20	Pre-Construction, CM, Other Fees

**EXHIBIT "C"**  
**S.A.V.E AFFIDAVIT VERIFY STATUS FOR BUSINESS TRANSACTION WITH**  
**THE CITY OF HOGANSVILLE**

By executing this affidavit under oath, as a vendor for the City of Hogansville for public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my "public benefit" for - \_\_\_\_\_ (Name of Natural Person Applying on behalf of) \_\_\_\_\_ (Name of Offeror)

1. \_\_\_\_\_ I am a United States Citizen
2. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.
3. \_\_\_\_\_ I am a qualified alien of non-immigrant under the Federal Immigration and Nationality Act, 18 years of age or older and lawfully present in the Unites States\*

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Alien Registration # for Non-Citizens

\_\_\_\_\_  
Vendor's E-Verify Number

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

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

**\*MUST BE NOTARIZED\***

**EXHIBIT "D"**  
**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)**

Project #: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

**STATE OF GEORGIA**

**COUNTY OF:** \_\_\_\_\_

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

\_\_\_\_\_ Federal Work Authorization Number (E-Verify Number)

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

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

Executed on this \_\_\_\_\_ Day of \_\_\_\_\_, 2022 in (City) (State).

\_\_\_\_\_ Signature of Applicant

\_\_\_\_\_ Date

\_\_\_\_\_ Print Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

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

**\*MUST BE NOTARIZED\***