



## **Bulloch County Board of Commissioners**

### **Request for Proposals**

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**To Provide**

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

**For**

**“Renovation and Addition North Main Annex”**

**Statesboro, Georgia**

**Solicitation Issue Date: May 31, 2022**  
**Request for proposals Due: July 01, 2022**

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# REQUEST FOR PROPOSALS

## Construction Management at-Risk (CM/GC) Services “Renovation and Addition North Main Annex” Statesboro, Georgia

The Bulloch County Board of Commissioners (BCBC) As (“Owner”), is soliciting Proposals from Firms interested in providing construction management at-risk services for the construction of a project known as “**Renovations and Additions North Main Annex**” at 115 North Main Street, Statesboro, Georgia. This Request for Proposals (RFP) seeks to identify potential providers of the above-mentioned services. This is a one step process and will not include an in-person interview. 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. BCBC 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 the project is to provide a renovation to the existing Bulloch County North Main Annex at 115 North Main Street in Statesboro, GA. The project includes interior renovations and two additions to the existing building. **The proposed building will be designed per the attached Construction Drawings and Written Specifications; as approved by the Bulloch County Board of Commissioners.**

#### Project Description

The project is roughly 7,550 s.f. of renovated space and 800 s.f. of new construction and will include an interior renovation of the main lobby (including a re-located war museum display), miscellaneous office renovations, renovated permit office, miscellaneous new finishes at existing corridors, new conference room (enclosed existing drive thru), renovations and addition to the existing Commissioner’s room, a new handicap ramp and the removal of an existing drive with minor site work.

#### Sustainable Approach

In the interest of creating an environment that is healthful and comfortable for its various occupants, reducing operating cost, and minimizing the impact on the site, which is grassed, the proposed Bulloch County Administrative Annex 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 at-Risk (CM/GC).

### **Project Budget**

The preliminary stated cost limitation (SCL) or construction cost of the Project is estimated at **\$1,500,000 to \$2,000,000**. The final SCL may be revised by the Owner due to final programmatic requirements, funding availability or other circumstances. There is also the possibility that portions of the project may be phased.

### **Design Professional**

The Design Professional Firm (DPR Architecture) will provide design and construction documents for the project. Construction Documents are currently completed and will be made available to all interested Firms. The start of construction is anticipated to begin in August 2022. (*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 recommendation to the Bulloch County Board of Commissioners will be made by the Selection Committee after a review of submissions from all responding Firms. The Selection Committee will consist of representatives of the User and representatives of the Bulloch County Board of Commissioners. 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.
- The Firm must submit with bidding documents, a Certificate of Insurance indicating required insurance coverages. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) Provide your current insurance certificate. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. The Firm shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Employer's Liability Insurance. The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:  
 Bodily Injury by Accident - \$1,000,000 each accident, and  
 Bodily Injury by Disease - \$1,000,000 each employee.
- C. Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as an additional insured**, The Commercial General Liability Insurance shall provide at minimum the following limits:
- | Coverage                          | Limit                      |
|-----------------------------------|----------------------------|
| Premises and Operations           | \$1,000,000 per Occurrence |
| Products and Completed Operations | \$1,000,000 per Occurrence |
| Personal Injury                   | \$1,000,000 per Occurrence |
| Contractual                       | \$1,000,000 per Occurrence |
| General Aggregate                 | \$2,000,000 per Project    |
- D. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.
- E. Builder's Risk Insurance. Contractor shall provide Builder's Risk Policy to be made payable to the Owner and Contractor, as their interests may appear. The policy amount should be equal to 100% of the contract sum, written on an all risk basis or its equivalent. All deductibles shall be the sole responsibility of the Contractor, and in no event shall the amount of any deductible exceed \$10,000.00.
- 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 regards 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 Firm’s 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 commitment 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. All responding Firms will be required to attend a mandatory pre-bid meeting on site, **to be held in the Commissioners Meeting Room**, (115 North Main St, Statesboro, GA 30458) to review the project and existing site conditions.

#### 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 Timeline</b>		
a. Owner issues public advertisement of <b>RFP</b>	05/31/22	-----
b. Mandatory Pre-Bid Meeting	06/09/22	1:00 pm
c. Deadline for submission of Questions and Requests for Clarification	06/16/22	2:00 pm
d. Responses for Questions and Requests for Clarification to be available	06/21/22	2:00 pm
e. Deadline for Submission of Written Proposals	07/01/22	3:00 pm
f. Owner makes selection and notifies winning Firm	TBD	-----

#### 5. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION

It is the responsibility of each Firm 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 Firm is selected and the selection is announced, respondents are not allowed to communicate for any reason with any members or employees of the BCBC 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 Firm

## 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 Architects 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 RFP submission). 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 insurance certificate with the limits as specified below. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) Provide your current insurance certificate. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. The Firm shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- 1. Statutorily required workers' compensation insurance.
- 2. Employer's Liability Insurance. The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:
  - Bodily Injury by Accident - \$1,000,000 each accident, and
  - Bodily Injury by Disease - \$1,000,000 each employee.
- 3. Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as an additional insured**, The Commercial General Liability Insurance shall provide at minimum the following limits:
 

Coverage	Limit
Premises and Operations	\$1,000,000 per Occurrence
Products and Completed Operations	\$1,000,000 per Occurrence
Personal Injury	\$1,000,000 per Occurrence
Contractual	\$1,000,000 per Occurrence
General Aggregate	\$2,000,000 per Project
- 4. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.
- 5. Builder's Risk Insurance. Contractor shall provide Builder's Risk Policy to be made payable to the Owner and Contractor, as their interests may appear. The policy amount should be equal to 100% of the contract sum, written on an all risk basis or



its equivalent. All deductibles shall be the sole responsibility of the Contractor, and in no event shall the amount of any deductible exceed \$10,000.00.

- d. We certify our Firm 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. We certify our Firm demonstrates a sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher.
- f. We certify our Firm demonstrates 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 our Firm, or its principals have not been terminated for cause or are not 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 4 projects (if available), 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 Fee Matrix – Exhibit G.

**E. Affidavits Required**

- E1- Contractor Affidavit – Exhibit B
- E2- Builder Declaration – Exhibit E
- E3- Non-Collusion Affidavit – Exhibit F

## 7. SUBMITTAL OF PROPOSALS

All responses must be sealed in an opaque envelope or box, and reference to the **Bulloch County Administrative Annex (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:

Firms shall deliver **five (5) hard copies and two (2) electronic copy** (.pdf format on a thumb drive) of their Proposal submittal to the Bulloch County Board of Commissioners to:

Bulloch County Board of Commissioners  
Attn. Ms. Faye Bragg  
Purchasing Manager  
115 North Main St.  
Statesboro, Georgia 30458

It is the sole responsibility of the Firms 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 Firms 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. PRE-PROPOSAL SITE VISIT

A pre-proposal site visit will be conducted by the Owner, and attendance of Firms is **mandatory**. The date for the conference and site visit will be as listed above. The site visitors will convene at a time and location as indicated above. ***The Owner reserves the right to disqualify a Firm from the selection process due to a failure by a Firm to arrive for the site visit by the scheduled time. Failure to attend a mandatory site visit will automatically result in disqualification from the selection process.***

## 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 4). 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 qualifying Firms via E-mail. Any Firm exceptions to the RFP requirements or requests for deadline extensions must also be communicated to the Architect 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 Firm is selected and the selection is announced, Firms are not allowed to communicate about this solicitation or this Project for any reason with any members of the Selection Committee, or BCBC, 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 Firm.

### **Submittal Costs and Confidentiality**

All expenses for preparing and submitting responses are the sole cost of the Firm submitting the response. The Owner is not obligated to any Firm 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 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 Firm 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 Firm 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 Firm(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 Firm(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 Bulloch County 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, Firms 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 Firm 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 Firm 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 Firm agrees that they have carefully examined the Request for Proposals (RFP), and the Firm agrees that it is the Firm’s responsibility to request clarification on any issues in any section of the RFP with which the Firm disagrees or needs clarified. The Firm also understands that failure to mention these items in the proposal will be interpreted to mean that the Firm is in full agreement with the terms, conditions, specifications and requirements therein.

### **Indemnification Clause**

The Firm agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively “the indemnitees”) from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney’s fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Firm will survive the expiration or termination of this Agreement.

**EXHIBIT A**  
**Renovations and Addition North Main Annex**

**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 – Exhibit G 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 60 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 E-Verify company ID no.

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**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 E-Verify company ID no.

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**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 E-Verify company ID no.

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_.

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

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



**Exhibit E**  
**BULLOCH COUNTY, GEORGIA**  
**BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to July 1, 2022, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this proposal.

BIDDER:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

**Exhibit F**

**BULLOCH COUNTY, GEORGIA  
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: \_\_\_\_\_

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

\_\_\_\_\_  
Owner, Partner or Officer of Firm:

\_\_\_\_\_  
Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

## Exhibit G

### Renovations and Additions North Main Annex: 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. 2163

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

**Exhibit G (Continued)**

**Renovations and Additions North Main Annex: 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. 2163

<b>Testing, Inspection &amp; Quality Control</b>	<b>Construction Management Services Within fee</b>	<b>Cost of Work</b>	<b>Owner</b>
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	

**Exhibit G (Continued)**

**Renovations and Additions North Main Annex: 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. 2163

<b>Taxes/Insurance/Fees</b>	<b>Construction Management Services Within fee</b>	<b>Cost of Work</b>	<b>Owner</b>
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		

**Exhibit G (Continued)**

**Renovations and Additions North Main Annex: 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. 2163

<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		

**Exhibit G (Continued)**

**Renovations and Additions North Main Annex: 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. 2163

<b>Fees</b>	<b>Construction Management Services within fee</b>	<b>Cost of Work</b>	<b>Owner</b>
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	

**Exhibit G (Continued)**

**Renovations and Additions North Main Annex: 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. 2163

Permanent Construction	Construction Management Services within fee	Cost of Work	Owner
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		