



*Flowery Branch*

## **City of Flowery Branch, Georgia**

### **Request for Competitive Sealed Proposals for Construction Manager-at-Risk Services City Hall, Extension of Pine Street and City Hall Plaza**

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**Issue Date:** Friday, December 4, 2015

**Issued By:** City of Flowery Branch  
Office of City Manager  
P.O. Box 757  
Flowery Branch, GA 30542

Melissa McCain, City Clerk – 770-967-6371 – [melissa@flowerybranchga.org](mailto:melissa@flowerybranchga.org)

**Last Day to Register:** Friday, December 18, 2015 by 4:00 PM

**Proposals Due and  
Bid Opening:** Thursday, January 7, 2016 by 3:00 PM

**Potential Finalists'  
Interview Dates:** January 13 and/or 14, 2016\*

**Bid Award Date:** January 21, 2016\*

\*Interview and Bid Award Dates are subject to change.

CITY OF FLOWERY BRANCH, GEORGIA  
[CM@Risk – City Hall, Extension of Pine Street, and City Plaza]

**A. PURPOSE**

The **City of Flowery Branch**, Georgia, located 45 miles northeast of downtown Atlanta, off Interstate 985, is seeking Competitive Sealed Proposals from qualified vendors to furnish Construction Manager-at-Risk Services for the construction of a City Hall, the extension of Pine Street, and the construction of a new city plaza per attached specifications. The City of Flowery Branch will hire a Design Professional, to facilitate the design and construction of the City Hall, the extension of Pine Street, and the construction of a new city plaza located in the 1.96 acre area of 5318 Railroad Avenue, Flowery Branch, Georgia, 30542.

**B. GENERAL INFORMATION AND SCHEDULE**

This RFP has been issued on December 4, 2015. All Firms interested in submitting a proposal **MUST REGISTER** the Firm's name and appropriate contact information **on or before Friday, December 18, 2015**. Registration must be submitted to Melissa McCain, City Clerk, at melissa@flowerybranchga.org.

City staff will determine the Firms believed to be most qualified to provide Full Construction Manager-at-Risk Services for the construction of the City Hall, the extension of Pine Street, and the construction of a new city plaza from Pre-Construction services through acceptance and start-up of the installations within the facilities. Additionally, this Firm should provide all necessary staff and support through the One-Year Warranty Period as part of their Basic Services.

If necessary, interviews will be conducted on January 13 and/or 14, 2016. Those Firms then deemed most qualified will be recommended by the City staff to the City Council for approval.

Each firm is to prepare their response according to the RFP format, i.e., by section and paragraph of this RFP. The City of Flowery Branch reserves the right to reject any RFP not submitted within the required time frame; reject any incomplete RFP submitted; contact client references; require further information; and/or require interviews with any responding firm. All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the respondent and will not be assumed in full or in part by the City of Flowery Branch.

All inquiries regarding this RFP **Must** be submitted to Melissa McCain, City Clerk, via email at: melissa@flowerybranchga.org.

**Written responses to all written inquiries received by 2:00 PM, December 23, 2015 will be e-mailed** to all firms on record with the City of Flowery Branch as having been issued the RFP on or before December 4, 2015. **No other City staff or officials associated with the Project should be contacted regarding this RFP.** Doing so may result in disqualification.

An original, five (5) copies and one (1) digital copy of this RFP are to be submitted to: Melissa McCain, City Clerk, 5517 Main Street, P.O. Box 757, Flowery Branch, Georgia 30542.

Proposals **must** be submitted no later than **3:00 PM, January 7, 2016**. Proposals must be received in a sealed envelope or container marked “Competitive Sealed Proposals for Construction Manager-at-Risk Services – City Hall Project.” Place the Project name, and opening date on the submitting envelope or container.

We appreciate your submittal and interest in assisting the City of Flowery Branch with this endeavor.

**No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent.**

An order will be awarded to the vendor whose bid is determined to be the most advantageous for the City of Flowery Branch, considering all the conditions set forth in this RFP. While price will be an important factor, it alone will not be the deciding factor in the selection process. Issuance of this RFP does not constitute a commitment on the part of the City of Flowery Branch to award a contract pursuant to this RFP. The City of Flowery Branch reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interests of the City of Flowery Branch. The City of Flowery Branch further reserves the right to make changes to this RFP at any time by issuance of written addendum/addenda, amendment(s) or clarification(s).

The successful Proposer will be required to furnish a satisfactory performance bond, labor and materials payment bond, and maintenance bond as provided herein. The performance bond (PB) and labor and materials bond (LMB) shall each be in the amount of one hundred (100%) percent of the Guaranteed Maximum Price (GMP) upon approval of the GMP by the Flowery Branch City Council. Prior to approval of GMP by the Flowery Branch City Council, the PB and LMB shall be in the amount set by the City Manager, which shall be no less than one-hundred (100%) percent of the City of Flowery Branch’s exposure under the contract; and thereafter, in an amount increased to cover GMP as provided above.

The City of Flowery Branch will be the Owner of the Project. The Design Professional and Construction Manager ( C M ) will each contract separately with the Owner, and these parties will be the nucleus of the Project Team. *Design and construction will be happening simultaneously, so teamwork will be the fundamental ingredient in the relationships between the parties.* Operational efficiency for the City Hall Facility is of extreme importance.

The CM will function as a CM-At-Risk. During Pre-Construction, the CM will be responsible for pricing and value management as well as maintainability and constructability issues. Upon 75% completion of the Construction Documents, the CM, with the support and assistance of the Design Professional, will commit to a GMP for all construction and site development. Construction will commence with the release of distinct work packages while the total design documents are being finalized. No work will commence until a GMP has been committed by the CM-at-Risk and approved by the Flowery Branch City Council. **The Proposer should demonstrate within their Proposal their experience in dealing with this type of Project under this schedule requirement including the specific tasks with dates as requested within this RFP. This also should take into account the role of the Owner and the Design Professional.**

The CM will competitively bid all construction (Sub) Contracts and other work appropriate for competitive bidding through the City of Flowery Branch Procurement with the assistance of the

Design Professional. All Bid Package results will be reviewed by the entire Team with a recommendation for award to be presented to the City Manager for approval.

No Proposer may withdraw its proposal and must honor its proposal within 90 days after the actual date of the opening thereof.

### **C. BACKGROUND**

In January 2014, the City of Flowery Branch finalized its Old Town Redevelopment Plan which featured the need for a City Hall. Subsequently, the citizens of Flowery Branch/Hall County approved an extension of the Special Purpose Local Option Sales Tax (SPLOST) to fund specific capital improvement projects. A City Hall for the City of Flowery Branch was included in that list of projects and the total construction budget has been established at \$4,900,000 with a portion being funded by SPLOST and remaining through other local funding sources.

The site work will include road construction with sidewalks, storm water control, and a city plaza. The building will feature a large flexible space to serve as a community meeting room, a municipal court, and the city council meeting room. The building will also house the police department and administrative space.

The City desires to complete construction of the facility prior to April of 2017.

### **D. SCOPE OF SERVICES**

It is anticipated that the Agreement between the City of Flowery Branch and the selected firm (Construction Manager-at-Risk) will contain the following scope of work. The full scope of services will be defined within the contract executed with the City of Flowery Branch.

#### ***1 Design and Pre-construction Phase***

- a) Develop a major task based bar schedule.
- b) Develop a provisional construction **CPM** schedule indicating methods and sequencing of construction.
- c) Develop requirements for safety, quality assurance, and schedule adherence.
- d) Perform a “constructability” review of all design documents.
- e) Perform maintainability review of all design documents.
- f) Provide detailed construction cost estimates to achieve Owner’s budget.
- g) Provide analysis of different construction methods in each major trade group for potential quality, cost, and schedule enhancements.
- h) Develop cost model for facility to be utilized during design.
- i) Develop budget to be maintained throughout construction.
- j) Develop value management options.

#### ***2 Bidding and Award Phase***

- a) Arrange bid packages to include sample contract.
- b) Provide (with Team recommendations) Bid Packages for City Council approval.
- c) Accept the assignment of all Purchase Orders and Contract from The City of Flowery Branch with respect to the approved Bid Packages.
- d) Develop requirements to assure time, cost and quality control during construction.

- e) Provide a provisional construction schedule (CPM) for issuance with bid packages.
- f) Identify bidders and generate bidder documents.
- g) Schedule and conduct pre-bid conferences in conjunction with the Architect.
- h) Advertise and distribute bidding documents.
- i) Monitor bidder activity.
- j) Review and analyze bids.
- k) Update schedule.

### **3 Construction Phase**

- a) Maintain on-site staff for construction management.
- b) Establish and maintain coordinating procedures.
- c) Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction and occupancy.
- d) Conduct and record job meetings.
- e) Prepare and submit change order documentation for approval of the Architect and the City of Flowery Branch.
- f) Maintain a system for review and approval of shop drawings.
- g) Maintain records and submit bi-weekly reports and formal monthly reports to Architect and the City of Flowery Branch.
- h) Maintain quality control and ensure conformity to plans.
- i) Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
- j) Develop as-built drawings and deliver to Architect for inclusion into a CADD disk to be submitted to The City of Flowery Branch for maintenance and operations use.
- k) Coordinate post-completion activities, including the assembly of guarantees, manuals, close-out documents, training, and the Owner's final acceptance.

### **4 Warranty Phase**

- a) Coordinate and monitor the resolution of remaining "punch-list" items.
- b) Coordinate, monitor and resolve all warranty issues to the satisfaction of the City of Flowery Branch during the one-year general warranty period and as extended.

All Local, County, State, and Federal codes and regulations must be followed, with particular emphasis on Building Codes, Life Safety Codes, and the Americans with Disabilities Act.

Once a contract is executed between the City of Flowery Branch and the successful Proposer, the successful Proposer will be required to deliver the services required by this RFP by the members of the proposed project team. The City of Flowery Branch must first approve any change in or substitution of project team members, including any consultant, in writing.

### **E. PROPOSAL RESPONSE INFORMATION & FORMAT**

Responses to the RFP should be prepared per below as well as a one-page letter of transmittal signed by an owner, officer, or authorized agent of the firm acknowledging and accepting the terms and conditions of this RFP and an executed Conflict of Interest Statement. An executed "Officer's Oath" on the form provided will be required of the successful Proposer prior to commencing work. The oath shall be filed by the officer whose duty it is to make the payment. If the contractor is a partnership,

all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the City of Flowery Branch on the contract may be recovered by appropriate action, along with recovery of attorney's fees, costs, and legal interest on sums subject to recovery.

Provide the following Qualifications and Information within the Sections of the RFP below:

**A. Firm or Firm's Information**

- 1) Firm local name, address, and telephone number
- 2) Primary local contact person(s) and telephone number(s)
- 3) Total number of firm's local full-time employees
- 4) Year firm established
- 5) Local firm's billings for the last three fiscal years
- 6) Local firm's billing for the current fiscal year
- 7) Listing and description of all current litigation involving the local firm
- 8) Listing and description of all litigation history for the local firm since and including 2006
- 9) Copy of the most recent completed years audited financial Statements (Income Statement and Balance Sheet) for the local firm
- 10) Letter of commitment from Surety or sureties regarding bonding capacity and availability.

**B. Experience**

- 1) List of full service Construction Manager-at-Risk projects completed in the last five years. Include: size, cost, total fee, time to complete design services, scope of design services, time to construct facility, description and cost of contractor change orders, special features (energy conservation, etc.), awards received, and type of project (be sure to specify which projects were similar to facilities of this size and type).
- 2) Provide no more than five examples of your experience as prime contractor in renovation projects similar to this project (OR other public and private projects that indicate similar experience). For each of these projects:
- 3) Provide photographs
- 4) Provide an owner reference familiar with your performance on the project. ***It is the Proposer's responsibility to ensure that the listed contact and phone number are current.***
- 5) Provide an architect reference (with current phone number) familiar with your performance on each project.
- 6) Provide an Owner's Representative reference (if applicable).
- 7) List the individual who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator. Please note whether or not this individual is still employed with your firm.
- 8) Provide the two most recent projects your firm has completed. Include the total % change orders and performance relative to the initial project schedule. For each project, provide the name of an owner's representative (with a current phone number) who is familiar with your performance on the project.

**C. *Statement of Firm's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.***

**D. *Staffing Management***

- 1) Provide a proposed Owner/Design Professional Organizational Chart which identifies individual names and areas of responsibility.
- 2) Please designate the specific individuals to fill the following key roles on your team:
  - a) Project Executive
  - b) Project Manager
  - c) Superintendent
  - d) Preconstruction Manager
  - e) Cost Estimator
  - f) Other (please describe, if applicable.)
  - g) Please provide for each of the above personnel:
    - (1) Current resumes listing relevant project experience.
    - (2) Percent of time to be committed to this Project.
- 3) Please identify the individual who, *from project start to finish*, will be the leader of your construction team and the principal point of contact between your firm and the Owner, Owner's Design Professional, and other consultants. This individual's competence, leadership, and ability to achieve *customer satisfaction* will be heavily considered in the selection of a CM.

**E. *Services***

- 1) Provide a comprehensive outline of the steps you propose in order to meet the services required in this RFP. This detail should indicate what is to be done, who individually, and by name is responsible to do it, and when it is to be completed.
- 2) Please answer the following questions and/or provide adequate responses:
  - a) Provide one page overview of services typically performed for similar projects using Construction Management At-Risk.
  - b) How would you implement these services to ensure the success of this project?
  - c) How does your firm implement cost control and scheduling activities during preconstruction?
  - d) Explain your approach to value management, citing relevant, specific examples.
  - e) Occasionally, subcontractors and suppliers go bankrupt during the course of a project. What would you do to protect the City of Flowery Branch from being adversely affected by such an occurrence?
  - f) Describe how your firm would assist the City of Flowery Branch in assuring participation by local contractors. Include examples of other projects where you have been successful in meeting similar goals.
  - g) Describe your approach to working with the City's Design Professional.
  - h) Describe your approach to team work.
  - i) Describe how your firm intends to arrange the construction into bid packages in order to reach the City of Flowery Branch's schedule and budget objectives.

**F. *Other***

At your option, you may provide any additional supporting documentation or information which would be helpful in evaluating your firm's qualifications and commitment.

**G. *Fee, Bond and Insurance Requirements***

- 1) General Conditions Costs for all personnel that will work on this Project. These costs should be detailed by either the specific personnel proposed for this project (i.e. Project Executive) or by the position (i.e. Field Engineer). At no time will the CM-at-Risk personnel costs be included within the subcontractor cost of the work.
- 2) General Requirements Costs to include Payment and Performance Bond; Labor and Materials Bond; General Liability Insurance with limits of no less than \$1 million per occurrence and \$2 million aggregate, and a general liability umbrella policy with a limit of no less than \$10 million aggregate; Worker's Compensation coverage as provided by Georgia law; Temporary Facilities and Equipment, and Builder's Risk Insurance. All bonds and insurance policies shall be written by surety companies with an overall A.M. Best rating of A- (Excellent) or better, and which is listed in the U.S. Treasury Circular 570, and also which are licensed to do business in the State of Georgia. Said policies shall provide for jurisdiction and venue in Hall County, Georgia, for resolution of any disputes.
- 3) Contractor's Fee for Construction – Please insert Attachment A & B immediately after the transmittal letter for the convenience of the bid openers - See Attachment A & B.

City staff may enter negotiations with the top ranked Firm. If these negotiations are not successful, the City staff will have the ability to negotiate with the next highest ranked Firm. If negotiations are unsuccessful with the Firms on the list, then the RFP effort may be terminated and a new procurement process may be initiated. During the negotiation process, proposals received will be opened in a manner so as to avoid disclosure of contents to competing Firms and during any process of discussion, negotiation, and revision, the City of Flowery Branch will not disclose the contents of proposals to competing Firms, pursuant to O.C.G.A. 36-91-21(c)(2).

NOTE: The firm selected shall provide full policy documentation, as well as updated continuation certificates for all bonds, certificates of liability naming the City of Flowery Branch as the obligee and copies of all bond and policies on an annual basis through maturity of the project. Said documentation shall be delivered to and maintained by the Flowery Branch City Manager's Office.

**F. RESERVED RIGHTS**

Issuance of this RFP does not constitute a commitment on the part of the City of Flowery Branch to award a contract pursuant to this RFP. The City of Flowery Branch reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interests of the City of Flowery Branch. The City of Flowery Branch further reserves the right to make changes to this RFP at any time by issuance of written addendum/addenda, amendments(s) or clarification(s).



## **G. EVALUATION OF PROPOSALS AND ORAL PRESENTATIONS**

The evaluation by the City staff will be based on the Selection Criteria listed below.

- 1) Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project.
- 2) Experience/Performance – Review of past performance on City of Flowery Branch projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to Owner’s needs.
- 3) Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. This should include a preliminary Project schedule by task and milestones that will be used to procure the Project. Provide in detail the services your firm will be providing.
- 4) Financial Stability – Evaluation of the overall financial position of the Proposer as determined from financial information required by the Request for Proposal or from other independent sources.

The City staff will each review the responses to the RFP’s based on the Selection Criteria above. The City staff may select Firms to be invited to provide a presentation of their proposal(s).

## **H. OWNER QUESTIONS**

Any vendor that submits a proposal may be requested to provide additional information to the City of Flowery Branch. Such information is only for the purpose of clarification and in no way changes the vendor’s proposal as originally submitted. The City of Flowery Branch reserves the right to ask any or all vendors to clarify any portion of their proposals after submission.

## **I. COSTS OF PROPOSALS**

The City of Flowery Branch is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this RFP.

## **J. EQUAL OPPORTUNITY**

The City of Flowery Branch prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. The City of Flowery Branch will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any bank doing business with the corporation provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to the Corporation.

## **K. ACCESS TO PUBLIC RECORDS ACT NOTICE**

Each vendor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

**L. GENERAL CONDITIONS**

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

- 1) This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
- 2) This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- 3) The Firm has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
- 4) The Firm has not solicited or induced any person, firm or corporation to refrain from bidding.
- 5) The Firm has not sought by collusion to obtain for itself any advantages over any other bidder or over the City of Flowery Branch.

**M. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM**

The City of Flowery Branch participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. The Act is explained in detail in this document. *Additionally, there are four documents included that must be completed and returned to the City of Flowery Branch with your bid package, as applicable.* These are:

1. Georgia Security and Immigration Compliance Act of 2006
2. Contractor Affidavit and Agreement
3. Subcontractor Affidavit
4. Sub-subcontractor Affidavit

Failure to return the completed documents, if required, shall result in disqualification of the bid in its entirety.



**Georgia Security and Immigration Compliance Act of 2006**

The City of Flowerly Branch complies with the requirements of O.C.G.A. 13-10-19 and requires that all contractors and subcontractors comply with Rule 300-10-1-.02 as a condition of awarding contracts.

The contractor certifies that the following employee-number category is applicable to the contractor: (initial one only)

\_\_\_\_\_ 10 or more employees

\_\_\_\_\_ fewer than 10 employees

The contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor.

In the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from such subcontractor(s) attestation of the subcontractor(s) compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit and will maintain records of such attestation for inspection by the public employer at an time. Such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

\_\_\_\_\_  
By: Authorized Officer or Agent (Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

**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 The City of Flowery Branch has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number/E-Verify #

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

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

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

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

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

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

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

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

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

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

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

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of \_\_\_\_\_ (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_, 2014 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 \_\_\_\_\_, 2014.

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

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

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

Executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91 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 subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has entered into, 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 set forth 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 not enter into any 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 the contractor for (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 subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 2014 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 \_\_\_\_\_, 2014.

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

## Conflict of Interest Statement

As a duly authorized representative of the firm \_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for The City of Flowery Branch Government, that no employee of The City of Flowery Branch, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for The City of Flowery Branch Government.

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

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

Authorized Representative Name: \_\_\_\_\_

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

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

## Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract \_\_\_\_\_ I, \_\_\_\_\_ with the title \_\_\_\_\_ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

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

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

Authorized Representative Name: \_\_\_\_\_

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

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



# Flowery Branch City Hall Project

## CM-at Risk Cost Proposal Attachment A

### **CM/GC FEE PROPOSAL – Insert immediately after transmittal letter.**

1. CM/GC's Fee (Profit Only):

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 and 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 (Profit Only):

Pre-Construction Fee: For the pre-construction consulting services provided by CM/GC, Owner shall pay to CM/GC a:

Pre-Construction Fee: \_\_\_\_\_

B. CONSTRUCTION FEE (Profit Only):

Construction Fee: For the construction services provided by CM/GC, Owner shall pay to CM/GC a:

Construction Fee: \_\_\_\_\_

2. CM/GC's EXPENSES AND OVERHEAD COSTS: (Preconstruction and Construction)

CM/GC's Overhead Costs: The maximum amount for the CM/GC's Pre-Construction Costs and Expenses and Construction Overhead Costs are inclusive of all direct and incidental expenses per Attachment B:

Maximum Construction Overhead Cost \$ \_\_\_\_\_ Attach the "Project Cost Matrix-Attachment B" to this Fee Proposal.

Proposer: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

