



**WAYNE COUNTY BOARD OF COMMISSIONERS**

**REQUEST FOR PROPOSAL**

**To Provide**

**CONSTRUCTION MANAGEMENT “at RISK” SERVICES**

**For**

**ADDITIONS & RENOVATIONS TO WAYNE COUNTY COURTHOUSE**

**JESUP, GEORGIA**

**Wayne County Board of Commissioners  
ATTN: Ed Jeffords, County Administrator  
341 E. Walnut St  
Jesup, Georgia 31546  
912-427-5900**

THE OFFEROR IS RESPONSIBLE FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR PROPOSALS (RFP) TO WAYNE COUNTY ON OR BEFORE THE STATED DATE AND TIME.

**ISSUE DATE: February 1, 2022**

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**ADVERTISEMENT for REQUEST FOR PROPOSAL for  
Construction Management “at Risk” Services**

**WAYNE COUNTY BOARD OF COMMISSIONERS**

The Wayne County Board of Commissioners (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 Additions & Renovations to Wayne County Courthouse, Jesup, GA (Project). 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 Wayne County Board of Commissioners 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. A budget estimate of cost of construction based on concept design shall be required 30 days after selection.

Sealed Proposals for Construction Management “at Risk” Services for **Additions & Renovations to Wayne County Courthouse** will be received by the Wayne County Board of Commissioners at the Wayne County Administrator offices located at 341 E. Walnut Street, Jesup, Georgia 31546 until **March 3rd, 2022, @ 3:00 pm**.

**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 Selection Committee, the Wayne County Board of Commissioners, the End-Users of the proposed facility, except for submission of questions as instructed in this RFP, or during the proposer’s conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision the Owner reserves the right to reject the proposal of the 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 considering specific evaluation factors, listed in their order of relative importance, as set forth in the Request for Proposals. Wayne County 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 Wayne County Administrator Offices, 341 E. Walnut Street, Jesup, Georgia 31546, Telephone 912-427-5900; or through the County’s Website [www.waynecountyga.us](http://www.waynecountyga.us). The complete response to this RFP must be received by **March 3rd, 2022 @ 3:00 pm** at the Wayne County Administrator Offices. The Owner reserves the right to reject any and all Request for Proposal responses and to waive technicalities and informalities.

A **mandatory Pre-Proposal** meeting shall be held at Wayne County Commissioners Meeting Room located at 341 East Walnut Street, Jesup, GA on **February 17<sup>th</sup> 2022 at 2pm**.

**Wayne County Board of Commissioners  
Administrator Offices  
ATTN: Ed Jeffords  
341 E. Walnut Street  
Jesup, Georgia 31546  
Telephone: 912-427-5900**

## **Section I – Request for Proposals Overview & Procedures**

### **1. PURPOSE**

The Wayne County Board of Commissioners 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 New Wayne County Justice Center, Jesup, GA. 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. Acquire and submit a budget estimate based on schematic plan.
- ii. Develop requirements for safety, quality assurance and schedule adherence.
- iii. Perform Constructability Reviews of the Construction Documents at 30%, 50%, 75%, & 95% completed contract documents.
- iv. Provide multiple Cost Analysis and Value Engineering Recommendations.
- v. CM shall provide budget review at 50%, 75% & 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 Wayne County Board of Commissioners.
- 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 Wayne County Board of Commissioners.
- viii. Maintain quality control and ensure conformity to construction contract documents to include Quality Control reports submitted to the Wayne County Board of Commissioners.
- 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 Wayne County Board of Commissioners 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 Wayne County Board of Commissioners.

**2. PROJECT DESCRIPTION**

The proposed project is a 87,000 sq ft two story facility with a program focus on office and storage space for the Wayne County Court Houses and Related Services. The facility will include site grading, storm drainage, excavation, paving and concrete walks.

Project includes structural cast-in-place concrete foundation, structural steel frame, bar joist, metal deck, and light-gauge metal framing systems. The building envelope and exterior of facility includes storefront framing/glazing system, brick veneer, single-ply roofing system, and EIFS.

Project includes multiple elevators, extensive technology and security.

Interior finishes for this project include carpet and LVT flooring, painted gypsum wallboard, acoustical ceilings, plastic laminate covered cabinets, hard tile, and exposed painted structure, custom premium wood trim & cabinetry.

**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 \$30,000,000. 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 Spring 2022 with Construction Documents anticipated for completion in Spring 2023. The selected CM/GC will immediately commence Pre-Construction Services upon execution of a Construction Management Contract. Construction is expected to start in the Spring of 2023 with completion no later than 30 months after Construction Start. The start of the construction is contingent on the availability of funding. *(All of the above dates 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	<u>Feb 1 -March 3<sup>rd</sup> 2022</u>	-
Mandatory Pre-Proposal Meeting	<u>Feb 17<sup>th</sup> 2022</u>	2:00pm
Deadline for Written Questions & Clarifications of RFP	<u>February 24<sup>th</sup> 2022</u>	4:00PM
Deadline for Submission of RFP	<u>March 3<sup>rd</sup> 2022</u>	3:00PM
Selection Committee Notifies Selected Firm (Week of)	_____	TBD

**8. SUBMISSION REQUIREMENTS**

Offerors must submit one (1) original Proposal, 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 March 3rd, 2022 by 3:00 pm 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: Additions & Renovations to Wayne County Courthouse, Jesup, GA, and addressed to:

**Wayne County Board of Commissioners**  
**Administrator Offices**  
**ATTN: Ed Jeffords**  
341 E. Walnut Street  
Jesup, Georgia 31546  
Telephone: 912-427-5900

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 March 2nd, 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 February 24th 2022, to:

Wayne County Administrator Office, Attn: Ed Jeffords, 341 E. Walnut Street, Jesup, Georgia 31546 or e-mail: [ejeffords@waynecountyga.us](mailto:ejeffords@waynecountyga.us)

Questions can be submitted at the mandatory Pre-Submission Conference Questions will be answered (if warranted) in writing by addendum and posted to advertisement. Questions received after time indicated in this document 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 County Administrator, Ed Jeffords 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 Wayne County Board of Commissioners website (<https://www.waynecountyga.us/>). 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. Wayne County **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 Ed Jeffords, C/O Wayne County Commissioners

### **12. REJECTION OF SUBMISSIONS**

The Wayne County Board of Commissioners 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 Wayne County Board of Commissioners. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. The Wayne County Board of Commissioners 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 Wayne County Board of Commissioners with E-Verify documentation for any and all non-citizen immigrants that will be performing work covered by the contract. The Wayne County Board of Commissioners may at any time during the contract ask personnel on-site for identification credentials for verification purposes.

### **15. EQUAL OPPORTUNITY**

Wayne County 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 Wayne County.

## 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 Wayne County Board of Commissioners 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 \$40,000,000.

- C2.** Certify your firm has Commercial General Liability Insurance coverage with minimum limits of \$2,000,000 per occurrence and \$5,000,000 general aggregate for premises and operations coverage, \$1,000,000 per occurrence and \$5,000,000 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 \$10,000,000 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) (The listed lead superintendent shall complete the project)
- 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 three (3) 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 firms 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  
EXHIBIT "A"  
FEE PROPOSAL FORM**

**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 \$35,000,000**

**Name of Submitting Firm:** \_\_\_\_\_

**Pre-Construction Fee (Lump Sum Amount):** \_\_\_\_\_

**Construction Management Fee %:** \_\_\_\_\_

**CM Payment & Performance Bond/\$ per \$1,000:** \_\_\_\_\_  
*(Do not include subcontractor/trade contractor costs)*

**General & Excess Liability Insurance/\$ per \$1,000:** \_\_\_\_\_

**Professional Liability Insurance/\$ per \$1,000:** \_\_\_\_\_

**Field Staff Burden Rate (DPE)%:** \_\_\_\_\_  
*(Base percentage mark-up on 2,080 hours per year)*

**EMR (Experience Modification Rate):** \_\_\_\_\_

**Proposal Submitted By:**

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

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

**B. Pre-Construction Services**

Offeror shall provide a detailed breakdown of the proposed lump sum for Pre-Construction Services as indicated in the following table:

Fill-in all applicable costs, any attempts to re-categorize any of these items as "Fee", "Cost of Work", or "By Others" will be treated as a non-responsive proposal. Compensation for the Pre-Construction Phase Services will be in the amount shown as "Sum Total of Items 1 through 23" below but in no event shall Owner be obligated to pay more than this amount. Line Items shown in the "Cost" column as \$0.00 does not relieve the Offeror of providing the Pre-Construction Services, at a minimum, as required for Items 1 through 23 below or as required by "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" or as required by this Request for Proposal.

<b>PRE-CONSTRUCTION PHASE SERVICES BREAK DOWN</b>		
<b>Design Phase Services</b>		
<b>Item</b>	<b>Description</b>	<b>Cost (\$)</b>
1	Cost Estimating (minimum of 3 required)	
2	Constructability/Plan Reviews (minimum of 3 required)	
3	Value Engineering/Cost Savings (at Schematic & Design Development Phases)	
4	Cost Analysis (at Schematic & Design Development Phases)	
5	Develop & Manage Overall Project Schedule including Solicitation requirements	
6	Develop and Implement Safety and Quality Assurance Plan	
7	Office Supplies/Postage/Shipping	
8	Document Reproduction Costs	
9	Phone Charges	
10	Courier Service	
11	Travel Expenses	
12	Consultant(s)	
13	Other: (Describe)*	
<b>Solicitation/Award Phase Services</b>		
<b>Item</b>	<b>Description</b>	<b>Cost (\$)</b>
14	Development of Subcontractor/Vendor Bid Packages	
15	Development Time, Cost & Quality Control Requirements	
16	Develop CPM Construction Schedule to be issued with Solicitation Package	
17	Solicit & Encourage Subcontractor & Vendor Participation	
18	Schedule & Conduct Pre-Bid Conference(s)	
19	Advertise and Distribute Bid Packages & Contract Documents	
20	Monitor & Document Subcontractor/Vendor Bid Activity	
21	Review/Analyze Bids; Submit GMP for approval	
22	Update & Finalize Detailed Construction Schedule	
23	Other: (Describe)*	
<b>Total Pre-Construction Phase Services: (Lump Sum Amount)</b>		<b>\$</b>
<b>Sum Total of Items 1 through 23</b>		

\*All costs listed as "Other" (Items 13 and 23 above) are to be provided on separate attachment with an itemized breakdown of each of the costs.

**Proposal Submitted By:**

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

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

**C. Anticipated General Conditions**

Proposers shall use the construction estimate shown in Section “A” of the Fee Proposal Form as the basis for providing a detailed breakdown of anticipated general conditions for this project. (Although the anticipated general conditions are not required to be guaranteed at this time, the information provided here will be used as a basis of evaluation of the Offeror in the selection process. The successful firm will be required to submit a fixed lump sum amount for general conditions at the time that a guaranteed maximum price proposal is submitted for the project. In submitting this lump sum amount, the above referenced breakdown will become a basis for evaluation of the proposed lump sum.) Proposal shall fully complete the prescribed form and shall express each line item amount in dollars and as a percentage of the estimated GMP. If Offeror does not anticipate costs for items shown below that are part of the General Conditions the figures \$0.00 & 0.00% shall be indicated for such items.

Fill-in all applicable costs, any attempts to recategorize any of these items as "Fee", "Cost of Work", or "By Others" or rename any of the items will be treated as a non-responsive proposal. Line Items shown in the “Cost” column as \$0.00 does not relieve the Offeror of providing those Construction Services, at a minimum, as required for Items 1 through 68 below. However, those costs may not be included in Bid Packages or added back after submission of this Request for Proposal.

<b>CONSTRUCTION PHASE SERVICES</b>			
<b>General Conditions</b>			
<b>Item</b>	<b>Description</b>	<b>Cost (\$)</b>	<b>% of GMP</b>
<b>Project Staffing</b>			
1	Project Executive/Director		
2	Project Manager		
3	Assistant Project Manager		
4	Project Superintendent		
5	Assistant Project Superintendent		
6	Project Engineer		
7	Scheduling Manager		
8	Project Administrator		
9	Safety Manager		
10	Foreman and/or General Labor		
11	Other (Describe)*		
	<i>Note: Items 1-11 shall be inclusive Labor Burden. (Payroll Taxes, Insurance, Employee Benefits, etc.)</i>		
<b>Project Transportation/Travel Expenses</b>			
12	Project Manager Vehicle/Truck Expense		
13	Project Superintendent Vehicle/Truck Expense		
14	Vehicle/Truck Maintenance Expense		
15	Fuel for Project Vehicles		
16	Project Related Travel/Subsistence Expense		
17	Relocation/Temporary Living/Lodging Expenses		
18	Other (Describe)*		
<b>Project Administrative Expenses</b>			
19	Daily/Monthly Reports to document Project Status/Conditions		
20	Jobsite Progress Meeting Documentation		
21	Submittals & Shop Drawings		
22	Extra Plans & Specifications		
23	Document Reproduction Costs		
24	Construction Photographs		
25	Aerial Photographs		
26	Eye Wash Station & First Aid Supplies		
27	Safety Supplies including MSDS Documentation		
28	Electronic Archiving of all Closeout Documents		
29	OSHA & Related Jobsite Postings/Information		

<b>CONSTRUCTION PHASE SERVICES</b>			
<b>General Conditions</b>			
<b>Item</b>	<b>Description</b>	<b>Cost (\$)</b>	<b>% of GMP</b>
30	Water Coolers, Ice, Water & Cups		
31	Job Site Signage		
32	Groundbreaking Expense		
33	Jobsite Communication Expense (radios, cell phones, etc.)		
34	Other (Describe)*		
<b>Field Office Expenses</b>			
35	Office Trailer Setup & Takedown Expense		
36	Office Trailer Rental Expense		
37	Office Trailer Electrical Service (including setup & disconnect)		
38	Office Trailer Water Service (including setup & disconnect)		
39	Office Trailer Holding Tank/Sewer Service		
40	Jobsite Office Furniture		
41	Jobsite Office Supplies		
42	Jobsite Office Equipment		
43	Jobsite Computers & Software		
44	Other (Describe)*		
<b>Temporary Utilities</b>			
45	Temporary Telephone Setup Expense		
46	Temporary Telephone Monthly Service		
47	Temporary Water Setup Expense		
48	Temporary Water Monthly Service		
49	Temporary Heating/Ventilation		
50	Temporary Fire Protection		
51	Temporary Toilets		
52	Temporary Power Setup Expense		
53	Temporary Power Monthly Service		
54	Other (Describe)*		
<b>Bonds &amp; Insurance</b>			
55	Performance & Payment Bonds for CM/GC		
56	Worker's Compensation Insurance		
57	Employer's Liability Insurance		
58	Commercial General Liability & Umbrella Liability Insurance		
59	Business Auto & Umbrella Liability Insurance		
60	Professional Liability Insurance		
61	Builder's Risk Insurance		
<b>Other Project Related Expenses</b>			
62	Survey/Layout Expense including Supplies		
63	Storage Containers/Sheds		
64	Daily Cleanup Labor, Tools & Supplies		
65	Small Tool Purchase/Rental		
66	Equipment Rental		
67	Tool & Equipment Maintenance Expense		
68	Other (Describe)*		
<b>Post-Occupancy Phase Services</b>			
<b>Total General Conditions</b> (Lump Sum Amount)			
Sum Total of items 1 through 68:			

\*All costs listed as "Other" (Items 11, 18, 34, 44, 54 & 68 above) are to be provided on separate attachment with an itemized breakdown of each of the costs.

**Proposal Submitted By:**

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

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

### **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 Wayne County Administrator, Ed Jeffords

The Selection Committee, at the sole discretion of the Owner, may consist of representatives of the Wayne County Board of Commissioners, Using Agency, Administrator, Wayne County, 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 “C”) 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 Administrator. The Administrator will use the tabulated scoring summary and submit a recommendation to the Wayne County Board of Commissioners (Board) for the firm, at the sole discretion of the Selection Committee judgement, which 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 Wayne County Board of Commissioners 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 Wayne County Purchasing Agent). Unless specifically deleted in writing by Addendum or Amendment to the aforementioned document of the contract by the Wayne County Board of Commissioner’s Administrator all terms and conditions of the Wayne County Board of Commissioner’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 Wayne County Board of Commissioners.

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 Wayne County Board of Commissioners, 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 Exhibit A, 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 Wayne County Board of Commissioners. 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, Wayne County Board of Commissioners 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 Wayne County Board of Commissioners Administrator.

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

The CM/GC shall invoice the Wayne County Board of Commissioners 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 Wayne County Board of Commissioners 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 Wayne County Board of Commissioners (WCBC). 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 an 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 WCBC 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 WCBC shall be given no less than thirty (30) days notice of cancellation. The WCBC 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, WCBC 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 \$1,000,000 each occurrence, 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 \$1,000,000 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 WCBC 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:

Wayne County Board of Commissioners  
Attention: Ed Jeffords  
341 E. Walnut Street  
Jesup, GA 31546

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 plus \$ \_\_\_\_\_, 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:

Wayne County Board of Commissioners  
Attention: Ed Jeffords  
341 E. Walnut Street  
Jesup, GA 31546

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 "B"  
ADDENDA ACKNOWLEDGEMENT FORM**

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

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

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

**NAME OF OFFEROR:**

\_\_\_\_\_

Wayne County Board of Commissioners  
Administrator  
ATTN: Ed Jeffords  
341 W. Walnut Street  
Jesup, Georgia 31546

Gentlemen:

We acknowledge Addendum(s) \_\_\_\_\_, issued in accordance with the Request for Proposal to provide Construction Management "at Risk" Services to the Wayne County Board of Commissioners for New Wayne County Justice Center, Jesup, GA.

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

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

**EXHIBIT "C"**

**Scoring Rubric  
THE WAYNE COUNTY BOARD OF COMMISSIONERS**

<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 "D"**  
**S.A.V.E AFFIDAVIT VERIFY STATUS FOR BUSINESS TRANSACTION WITH  
THE WAYNE COUNTY BOARD OF COMMISSIONERS**

By executing this affidavit under oath, as a vendor for the Wayne County Board of Commissioners 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 \_\_\_\_\_, 2020.

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

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

**\*MUST BE NOTARIZED\***

