

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

### **MORROW TOURIST CENTER RESTAURANT BUILDOUT**



The City of Morrow, GA invites proposals from qualified firms for the construction and buildout of Tourist Center Cafe located at 6475 Jonesboro Road, Morrow, GA

You are invited to submit a proposal for the above-referenced project to the City of Morrow “Owner” at 1500 Morrow Road, Morrow, GA 30260. **Please submit two (2) sealed copies of your proposal by mail or personal delivery to the address listed above no later than Friday November 4, 2022, at 2:00pm all bids will be opened on Tuesday November 8, at 2:00pm.** Any proposal received after the date and time may not be accepted.

#### **PROJECT INFORMATION**

The proposed Tourist Center Café is a Brazilian bakery concept with outdoor seating. The parcel is located at 6475 Jonesboro Road (@I-75 North).

. The plans for the site include a restaurant with outdoor seating.

- The Project site address is 6475 Jonesboro Road, Morrow, GA
- Zoned mixed-use
- Preliminary design and electrical plans are complete
- The Project Design Documents can be found at:
  - <https://3.basecamp.com/5299382/buckets/26166068/vaults/4662773170>
  - [www.cityofmorrow.com](http://www.cityofmorrow.com)
  - Georgia Construction Blue Book

#### **SCOPE OF SERVICES – CONSTRUCTION MANAGER’S RESPONSIBILITIES**

The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence before completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager concerning the Project. The Construction Manager will be required to hold a Construction Manager’s license (or applicable license) valid for the State of Georgia.

#### **Consultation**

The Construction Manager shall meet with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the work. The Construction Manager shall advise the Owner and the Architect on

proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to costs of alternative designs or materials, preliminary budgets, life-cycle data, and cost reductions.

The Construction Manager shall provide recommendations about accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **Guaranteed Maximum Price Proposal and Contract Time**

At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a detailed line item Guaranteed Maximum Price Proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee for the Construction Phase as quoted in the Proposer's response to this RFP.

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:  
A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract

- A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal,
- A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee,
- A schedule of milestones for the completion and the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based,
- A Schedule of Value for each component of work to be undertaken; and
- A date by which the Owner must accept the Guaranteed Maximum Price.

The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. Once a Guaranteed Maximum Price has been agreed upon by all parties, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment to the Contract. The Guaranteed Maximum Page 4 Price Amendment shall set forth the agreed-upon Guaranteed Maximum Price with the information and assumptions upon which it is based and shall include a Schedule of Values.

The Construction Manager shall guarantee that the Contract Sum shall not exceed the Guaranteed Maximum Price outlined in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs over the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. The Construction Manager will acknowledge that the Construction Manager is an experienced contractor and that (subject to Acts of God) the Project can be completed for Guaranteed Maximum Price.

## **CONSTRUCTION PHASE**

The Construction Phase shall commence upon the execution of the Guaranteed Maximum Price Amendment or the Owner's issuance of a Notice to Proceed, whichever occurs earlier. Changes in the Work the Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Architect shall issue such changes in writing and all change orders will be signed and acknowledged by the Owner and Construction Manager. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time because of changes in the Work.

Change orders issued by the Owner after the execution of the Guaranteed Maximum Price Amendment shall constitute adjustments to the Guaranteed Maximum Price.

## **ADMINISTRATION**

Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work.

The Construction Manager shall update the Owner in writing on the progress of the Project every month indicating the percentages of completion and other

information required by the Owner. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress (compared to the Schedule of Values) and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect.

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasigovernmental authorities for inclusion in the Contract Documents.

## **SCOPE OF SERVICES – OWNER’S RESPONSIBILITIES**

### **Architect**

The Owner shall retain an Architect to provide Program Verification, Criteria Design, Detailed Design, and Implementation Documents related to the Project. Architect and Engineering fees will be the responsibility of the Owner and not included in the Guaranteed Maximum Price.

### **Environmental Tests, Surveys, and Reports**

The Owner shall be responsible for costs related to environmental studies, surveys, and geotechnical services related to the Project. The Owner shall make all studies, survey data, and results available to the Construction Manager.

### **INSURANCE AND BONDS**

For all phases of the project, the Construction Manager shall purchase and maintain the insurance required by the Owner and be outlined in the Construction Contract.

## **PROPOSAL FORMAT**

The proposal shall include the following information in the order indicated:

- **Proposer Information:** Identify the firm’s name and the address of its principal office and any branch offices, as well as telephone number, e-mail address, and website. Identify the single contact who is the authorized representative of the Proposer. Include a brief history of the firm, the number of full-time and part-

time employees, and how you heard about/your interest in the Tourist Café Project.

- **Organization:** Provide an organizational chart graphically indicating how the firm would structure and staff the proposed team. Include delegation of responsibility and assignment of authority.
- **Personnel:** List specific management and supervisory personnel proposed for the project team. Indicate the project assignment and responsibilities of each of the management and supervisory individuals. Provide a resume for each proposed team member, specifically stating his or her experience and qualifications. State the current and anticipated work assignments for everyone. Include at least three client references, including contact information, for each listed.
- **Qualifications and Experience:** Provide summaries of three projects the Proposer has delivered. Include the name of the Owner or Developer of the project, its location, approximate budget, and the Proposer's specific role in the project. Also, provide the name and contact information of a representative of the Owner or Developer from whom a reference can be obtained.
- **Ability to Meet Timelines:** Provide a detailed summary of your current workload and future commitments over the proposed timeline assuming a two-week turnaround from the submission of this proposal to the commencement of services. Submit your expected duration in days for each phase of the project.
- **Tax-Exempt Status:** Describe how your firm will manage material purchases to take advantage of the tax-exempt status of the Owner.
- **Fees:**
  - **Pre-Construction Phase:** Provide the amount of, or basis for, compensation for the Pre-Construction Phase. Include a list of reimbursable cost items, as applicable.
  - **Construction Phase:** Provide the amount of, or basis for, compensation IN ADDITION to the cost listed in the Estimate of Probable Cost (Exhibit B). The Proposer will guarantee to construct the Project as described in the Project design documents for the amount specified in the Guaranteed Maximum Price Proposal and the fees quoted in this proposal are subject to change orders mutually agreed upon by the Proposer and the Owner.
- **Optional Additional Information:** Include additional information that may help the Owner more fully understand the qualifications.

## PROPOSAL SUBMITTAL

**Please submit two (2) sealed copies of your proposal by mail or personal delivery to the City of Morrow, 1500 Morrow Road, Morrow, GA 30260 no later than 2:00 p.m. EST on Thursday, September 15, 2022, at 1500 Morrow**



Road, Morrow, GA 30260. Any proposal received after the date and time may not be accepted.

**Jeff Baker**  
**City Manager**  
**City of Morrow**  
**1500 Morrow Road**  
**Morrow, GA 30260**

If only a hard copy is delivered, Proposer should secure a receipt signed and time stamped by a member of the City of Morrow staff.

## **MATERIALS TO INCLUDE:**

- The successful bidder will be required to furnish a Performance Bond, Letter of Credit or Cash Bond in the sum of fifty percent (50%) of the total amount bid and provide insurance coverage as required in the Contract Documents
- E Verify Affidavit or Statement (attached to this Bid)
- Certificate of Insurance
- Current Business License

## **PROPOSER'S SITE VISIT & Q&A SESSION**

There will be an opportunity for prospective Proposers to participate in a site visit and/or Q&A webinar. Please schedule your requests with the Morrow City Clerk.

**Markeeta Lee**  
**City Clerk**  
**City of Morrow**  
**1500 Morrow Road**  
**Morrow, GA 30260**  
[cityclerk@cityofmorrow.com](mailto:cityclerk@cityofmorrow.com)

## **FINAL SELECTION**

The contract award will be made to the Vendor considered most qualified who will act in the best interest of the City and whose approach and services meet the demands of the City's service level. This Request for Proposal does not commit the City of Morrow to award a contract, pay any costs incurred in the preparation of a proposal, or contract for the goods and/or services offered. The City of Morrow reserves the right to accept or reject any or all proposals received because of this request, negotiate with all qualified Proposers, or cancel this Request for Proposals if it is in the best interests of the City of Morrow to do so.



The schedule should include a period of collaboration between the City of Morrow and Construction to better define, elaborate upon and fix the Owner's exact and final scope of Work (the "Final Scope").

The successful Proposer should be available to begin work and should be prepared for project activities to commence, immediately upon selection. Non-selection as the Construction Company under this RFP does not impact the Proposer's opportunity to participate in the project as a sub-contractor.

## **ADDITIONAL INFORMATION REQUESTS**

Questions regarding the design elements of the Project should be directed to:

**Brian D. Jones**

**BDJ Consulting, LLC**

**404-435-7931**

**[bjones@sewasolutions.com](mailto:bjones@sewasolutions.com)**

Questions regarding the proposal or other questions about the Project should be directed to:

**Jeff Baker**

**City of Morrow**

**[jbaker@cityofmorrow.com](mailto:jbaker@cityofmorrow.com)**

**(404) 640-4865**

**E-Verify Affidavit  
Georgia Public Employer Contractor  
Or Provider of Services**

*By signature on this affidavit , the undersign states that this employer uses the Federal Employment Eligibility Verification System for all newly hired employees beginning with the date of authorization listed. Additionally, this employer agrees to continue to use this system of employment verification throughout the contract period with the City of Morrow, Georgia.*

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

*Company Address:* \_\_\_\_\_  
\_\_\_\_\_

*Company E-Verify Id Number:* \_\_\_\_\_

*Date of Authorization:* \_\_\_\_\_

*Signature of Authorized Agent:* \_\_\_\_\_

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

*Subscribed and sworn before  
me on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.*

*Notary Public  
My Commission Expires:*