



11/19/2026

TO: All Potential Proposers

**SUBJECT: Construction Manager at Risk Services for
Bill Miller/Kalmon Malone Park and Carver Gym**

RFP #26-025

Proposal Closing Date & Time: December 3, 2025 @ 5:00 p.m.

ADDENDUM NO. 1

The items contained in this addendum are added to and/or deleted from and become part of the Proposal Documents, Project Manual, Drawings and other proposal documents for the above-referenced Request for Proposal. Proposer **must acknowledge receipt** of the Addendum by placing a signed copy of the addendum in their proposal and listing the Addendum on their cover sheet.

RFP Proposal Due Date and Time

The Proposal Submittal Date and Time is December 3, 2025, at **5:00 p.m.**

Construction Document Status:

The Construction Document Phases are provided as follows:

1. Bill Miller Schematic
2. Bill Miller Layout Sketch
3. Carver Gym – 100% Construction Drawings

Questions and Answers

1. Regarding the grant funds,
 - a. Are environmental assessments of the sites required?
 - b. If so, has this been completed?

Response:

- a. Yes, Environmental Assessments are required.***
- b. No, the Environmental Assessments have not been completed but are currently in progress.***

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2. Are Davis-Bacon Wage Rates applicable to these projects?

Response:

Yes, David-Bacon Wage Rates are applicable to these projects. To provide additional clarification of the Certifications and Assurances, copies of the Terms and Conditions for each project are provided in Addendum 1.

3. Can you please confirm when the fees will be evaluated as part of the initial proposal review or after shortlisting?

Response:

The fees will be evaluated as part of the initial proposal review.

4. The RFP refers to "Fee proposals will be part of the original RFP submittal" and that a "detailed itemization of the fee proposal must be attached to the Fee Proposal form. Where is the form?

Response:

The Fee Worksheet exhibit was missing in the RFP and is provided in Addendum 1.

5. Can you please confirm when the fees will be evaluated?

Response:

The selection committee will evaluate the fees in the Financial Stability category.

6. Is the pre-proposal meeting only virtual?

Response:

The RFP states that the pre-proposal meeting is virtual.

7. Who are the design teams for each site?

Response:

a. Bill Miller / Kalmon Malone's Architect is SRJ Architects Inc.

b. Carver Gym Rehabilitation's Architect is Park + Higgins Design, LLC

8. Can the current design drawings for each site be provided?

Response:

The current projects are at distinct phases of deliverables and the design drawings for each project are provided in Addendum 1.

9. Will the Fee Proposal be part of the original RFP submittal?

Response:

Yes.

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10. Will the Fee Proposal be provided at the interview time for only the shortlisted firms?

Response:

No. Fee Proposals will be part of the original RFP submittal. Detailed itemization of the fee proposal must be attached to the Fee Proposal Form.

11. Will the Fee Proposal include General Conditions/Requirements?

Response:

Yes.

12. Will the Fee Proposal form be a lump sum, not to exceed costs?

Response:

Lump Sum.

13. The RFP states that the Bonds and Insurance shall be part of the General Conditions/Requirements cost.

Response:

Yes.

14. In lieu of Financial Statements (Income Statement and Balance Sheet), could a Debt/Equity and Current Ratio Statement (Assets/Liabilities) be provided?

Response:

Yes.

15. The Fact Sheet and Special Instructions note different quantities of the submittal to be provided. Is the Fact sheet correct?

Response:

Yes.

16. The RFP states that building permit fees will be waived. We have not seen that to be the case on other City of Albany projects.

Response:

No building Permit fees will be waived on this project.

Clarifications

1. The Construction Budget for each project is noted as follows:

- a. Bill Miller/Kalmon Malone: \$ 4,462,359
- b. Carver Gym: \$ 4,849,360
- \$ 9,311,719

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2. Correct Special Instructions, **Item 3 Delivery** as follows:
 - a. Renumber 3. DELIVERY to (10 DELIVERY)
 - b. Update Submittal requirement to read (1) original, (5) hard copies and (1) electronic PDF on a USB drive
 - c. Change the time proposals are due (page 4, 10) from 2 p.m. to 5 p.m. December 3, 2025

ATTACHMENTS

Bill Miller/Kalmon Malone – 100% Schematic Design

Bill Miller Terms and Conditions

Bill Miller Layout Sketch

Carver Gym – 100% GMP Set

Carver Gym Terms and Conditions

Fee Proposal Form

Fee Proposal Exhibit A

Attachments Link:

<https://www.dropbox.com/scl/fo/ljktichwv3pc5ss13cgia/AJFnfgMPtyW6W2DBDUzn5wY?rlkey=psk9uxaowfm5w8pzmjiif7pyz&st=v5p3vvey&dl=0>

End of Addendum 1

Ricky Gladney

Ricky Gladney, Buyer

CC: Steven Belk, City of Albany Parks and Recreation Director
Don Gray, City of Albany Facilities Director
Tripp Swilley, City of Albany Facilities Deputy Director
All Design Team Project Engineers
All Known Bidders

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October 29, 2025

**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER AT RISK SERVICES
FOR BILL MILLER/KALMON MALONE PARK AND CARVER GYM
RFP NO. 26-025**

The City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, GA, 31701 will receive sealed proposals from qualified individuals/firms, until **5:00 pm, December 03, 2025**. The Bill Miller/Kalmon Malone Park and Carver Gym projects will be delivered through the Construction Manager at Risk (CMAR) method to expedite schedules and ensure compliance with the Improving Neighborhood Outcomes in Disproportionally Impacted Communities (INODIC) grant requirements. The CMAR will provide preconstruction services such as cost estimating, constructability reviews, value engineering, and schedule optimization to align project design with available funding and compliance standards. Each project has been awarded \$2.2 million in INODIC grant funds, with a target expenditure date of August 31, 2026, allowing time for final certifications and assurances before the grant closeout deadline of October 31, 2026. During construction, the CMAR will serve as the general contractor under a Guaranteed Maximum Price (GMP), managing procurement, quality control, and scheduling to maintain efficiency and cost certainty. This approach enables early material procurement and phased construction starts, reducing overall project duration. By combining both projects under a single CMAR framework, the City of Albany will benefit from economies of scale, coordinated procurement, and consistent quality, ensuring timely, cost-effective delivery in full compliance with INODIC and SPLOST funding requirements.

A Pre-Proposal Conference will be held on **November 10, 2025, at 10:00 am** through Zoom:
<https://us06web.zoom.us/j/83187383079?pwd=J57bxQgfDSaFvbLrxJiYnTwOghDTTf.1>
Meeting ID: 831 8738 3079 Passcode: 179151

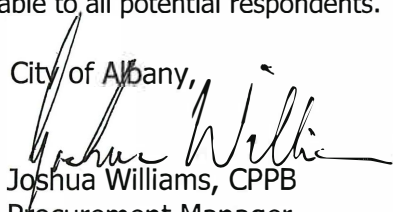
The City of Albany strongly encourages Small Business firms to participate in this RFP. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with their response.

Any interested and qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. No reimbursement will be made by the City of Albany for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation.

The City of Albany reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City of Albany reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

For additional information, contact Ricky Gladney, Buyer at (229) 302-1455 or email rgladney@albanyga.gov cc: jswilliams@albanyga.gov, kross@albanyga.gov. The deadline for questions is **5:00 p.m., November 17, 2025**. Replies of substance will be in the form of written addenda and made available to all potential respondents.

City of Albany,


Joshua Williams, CPPB
Procurement Manager

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**CITY OF ALBANY
FINANCE DEPARTMENT
PROCUREMENT DIVISION
ALBANY, GEORGIA
INSTRUCTIONS TO PROPOSERS**

These instructions will bind proposers to terms and conditions herein set forth,

1. The following criteria are used in determining which proposal is in the best interests of the city.
 - (a) The ability, capacity and skill of proposer to perform required service.
 - (b) Whether proposer can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of proposer.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City/County use.
 - (f) The ability of proposer to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining best proposer if they are deemed advantageous to the City.
3. All requested information should be included in submittal package. All desired information must be **signed** and included for your proposal to receive full consideration. **Failure to submit any required form will be cause for proposal to be rejected as non-responsive.**
4. All questions, inquiries and requests for clarification shall be directed to Procurement.
5. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of the City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by the City or County to terminate such contract, and the nature of such action shall be determined by the City or County and specified in the contract; (3) The contract shall state the total obligation of the City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the City or County.
6. Quote all prices F.O.B. Albany or our warehouse or as specified in proposal documents.
7. Each proposal shall be clearly marked on the outside of the package as a Sealed Proposal.
8. Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will attach to any City representative or employee for premature opening of proposal not properly addressed or identified.
9. Proposals received late will not be accepted, and the City will not be responsible for late mail delivery.
10. Should a proposal be misplaced by the City and found later it will be considered.
11. Proposals requiring bid security **will not** be read or considered if security is not enclosed. Security may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
12. All proposers must be recognized as authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A proposer at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
13. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or cost schedule are done at the risk of the proposer.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the City to do so for the purpose of testing.
15. City will reject any material, supplies or equipment that do not meet the specifications, even though proposal lists the trade name or names of such materials on the price quotation form.
16. The unauthorized use of patented articles is done entirely at the risk of the successful proposer.
17. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of seeking a proposal. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
18. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of

- Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
19. The successful proposer on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
 20. Proposers are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
 21. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment or supplies. The proposer agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by the City or County.
 22. Unless otherwise specified by the procurement officer all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on price quotation sheet.
 23. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City/County or who has failed in any former contract with the City/County to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
 24. Reasonable grounds for supposing that any proposer is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he/she is interested.
 25. Unless otherwise specified the City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the City/County.
 26. The City reserves the right to waive any minor discrepancies, reject any or all proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
 27. Failure of the proposer to sign the offer or have the signature of any authorized representative or agent on the proposal **will** be cause for rejection of the proposal. Signature must be written in ink.
 28. Any proposer may withdraw his proposal at any time before the time set for opening of proposals. No proposal may be withdrawn without cause in the 60-day period after proposals are opened.
 29. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the proposer is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid proposer of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said proposer, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the proposer, his executors, administrators, successors, or assigns, shall pay the amount of such excess to the City on notice by the Procurement Officer of the excess due.
 30. If the proposer proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on proposal.
 31. Any complaint from proposer relative to the Request for Proposals or any attached specifications should be made prior to the time of opening of proposals, otherwise such complaint cannot be properly considered.
 32. Contracts may be cancelled by the City/County with or without cause with 30-day written notice.
 33. **All Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid/proposal.**
 34. **All bidders/proposers should provide their tax identification number with the bid/proposal.**
 35. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis of award for projects that are federally funded.**
 36. The proposer shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Proposer as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
 37. **Prior to submitting proposal, check website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

FACT SHEET

Solicitation Number:	RFP # 26-025
Title of RFP:	Construction Manager At-Risk Services – City of Albany Bill Miller / Kalmon Malone Park and Carver Gym
Issue Date:	October 29, 2025
Preproposal Meeting	10am November 10, 2025
Last Day to Submit Questions:	2pm November 17, 2025
Date of Final Answers:	5pm November 21, 2025
Proposal Due Date:	2pm on December 3, 2025
Website for Addenda and Final Answers:	Georgia Procurement Registry
Copies of Proposal Required:	(1) original, (5) hard copies and (1) electronic PDF on a USB drive
Proposal Submission Location:	City of Albany Procurement Division, Attn: Ricky Gladney 222 Pine Avenue, Suite 260 Albany, GA 31701
Shortlist Notification	2pm December 08, 2025
Shortlist Site Visit Date:	10am December 15, 2025
Site Visit Location:	City of Albany Procurement Division, 222 Pine Avenue, Suite 260 Albany GA 31701
Interview Dates:	December 17 th and 18 th ,2025
Construction Budget:	\$ 7.8 million
Desired Project Schedule:	A. Early Site and Utility Work Start April 2026 B. Expenditure of \$4.4 million Grant Allocation (\$2.2 million) per project by August 31, 2026 C. Complete Construction by June 2027

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INTRODUCTION

The City of Albany is requesting Competitive Sealed Proposals for **Construction Management At-Risk Services for the Bill Miller Community Center/Kalmon Malone Park and Carver Gym**.

Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be printed in ink.

The City of Albany provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by the City of Albany.

The Owner has hired a Program Manager to facilitate the design and construction of the Project. The Owner has also hired Design Professionals, to provide design and construction administration services for the Projects. The Program Manager, Design Professionals and Construction Manager will be the nucleus of the Project Team. Design and construction cost estimation/scheduling will be happening simultaneously, so teamwork will be the fundamental ingredient in the relationships between the parties.

During Pre-Construction, the chosen CM At-Risk will be responsible for pricing and value management, logistics planning, as well as maintainability and constructability issues. The Project Team will develop a planning schedule that identifies early release construction packages to allow the site development and other elements of construction to take place as early as possible. This will also allow early procurement of long-lead materials and systems, such as steel, mechanical equipment, and furniture fixtures and equipment etc. Conforming with the owner's budget parameters, the CM At-Risk, with the support and assistance of the Owner's Representative and the Design Professional, will present a Guaranteed Maximum Price (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 submitted by the CM At-Risk and approved by the City of Albany. The schedule provides for Certificate of Occupancy to be obtained by mid-year 2027 for the Bill Miller Community Center/Kalmon Malone Park and Carver Gym. The Proposer should demonstrate 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, Program Manager, and Design Professionals.

The CM At-Risk will not self-perform work, unless specifically authorized by the Owner, and will competitively bid all Subcontracts and other appropriate work for competitive bidding through the Owner with assistance from the Program Manager and Architects. All Bid Package results will be reviewed by the entire team with a recommendation for award to be presented to the Owner by the Program Manager for approval. Upon approval, a Contract, will be issued between the CM At-Risk and each Subcontractor.

BACKGROUND

The City of Albany, Georgia is a full-service municipality governed by an elected Mayor and elected City Council Members. The day-to-day operations of the city are led by an appointed City Manager, who is supported by employees across several departments.

Located approximately 1.5 hours south of Macon, Georgia and approximately 1.5 hours north of Valdosta Georgia. The city has a strong cultural history located near the Flint River. Known to be the birthplace of the legendary performer Ray Charles. Albany is a hub for education, commerce, healthcare in Southwest Georgia.

Project Overview

Construction Manager at Risk (CMAR) Delivery Approach Applicable to Both Projects

The Bill Miller/Kalmon Malone Park and Carver Gym projects will be delivered using the Construction Manager at Risk (CMAR) method to accelerate project schedules and ensure compliance with the Improving Neighborhood Outcomes in Disproportionally Impacted Communities (INODIC) grant expenditure deadline.

Under the CMAR model, the Construction Manager will provide preconstruction services—including cost estimating, constructability reviews, value engineering, and schedule optimization—to align project design with available funding and compliance requirements. Each project has been awarded \$2.2 million in INODIC grant funds, with a goal to expend funds by August 31, 2026. This allows time to complete the certifications and assurances by the grant deadline of October 31, 2026.

During construction, the CMAR will act as the general contractor under a Guaranteed Maximum Price (GMP) contract, overseeing procurement, quality control, and schedule management. This approach enables early material procurement and phased construction starts while design development is still in progress, substantially reducing total project duration.

By managing both projects under a single CMAR framework, the City of Albany will benefit from economies of scale, coordinated procurement, and consistent quality standards. This strategy ensures that both projects are delivered on time, within budget, and in full compliance with INODIC and SPLOST funding requirements.

1. Bill Miller / Kalmon Malone Park Project (Albany, GA)

Located at 312 Vick Street, the Bill Miller / Kalmon Malone Park Project includes construction of a new community center and conversion of the existing gymnasium into an open-air pavilion to support outdoor recreation, community gatherings, and multipurpose activities. The 6.5-acre park will also feature a multi-purpose athletic field, walking trails, destination playground, community garden, group shelters, and enhanced parking and landscaping.

The architect of record has completed 100% schematic design. This project will significantly expand year-round, multi-generational recreational opportunities and support ongoing revitalization within the surrounding neighborhood. Funding includes \$2.2 million in INODIC grant funds, to be expended by August 31, 2026, supplemented by SPLOST allocations through construction completion for a total construction budget of \$ 2,982,175.

2. Carver Gym Rehabilitation Project (Albany, GA)

Located at 401 Mercer Avenue, the Carver Gym Rehabilitation Project involves the modernization and rehabilitation of a 1960s community gymnasium. Planned improvements include roof and ceiling replacement, HVAC installation, new gym flooring, LED lighting, storefront and window replacement, ADA-compliant restroom upgrades, painting, and mechanical and electrical enhancements. The scope also includes hazardous materials abatement and site upgrades such as redesigned parking and improved landscaping for accessibility and safety.

The architect of record has completed 100% construction drawings. This project also received \$2.2 million in INODIC grant funds to be expended by August 31, 2026, and is supported by additional SPLOST funding to complete the project for a total construction budget of \$ 4,849,360.

SCOPE OF WORK

It is anticipated that the Agreement between the Owner and the selected Firm (CM At-Risk) will contain the following scope of work. The full scope of services will be defined within the executed contract with the Owner.

I. Design and Pre-construction Phase

1. Develop a Critical Path Method (CPM) master schedule to include all pre-construction and construction-related activities required of the team for the CM At-Risk to meet the Project goals, as well as methods and sequencing of construction.
2. Provide an initial cost model for the Project based on the program.
3. Develop requirements for safety, quality assurance, and schedule adherence.
4. Perform a constructability review of the construction documents.
5. Perform maintainability review of the construction documents.
6. Provide detailed construction cost estimates at each design milestone. Advice on escalation forecasting.
7. Provide analysis of different construction methods in each major subcontracting trade group for potential quality, cost, and schedule enhancements.
8. Develop value engineering/management options.
9. CM At-Risk may be required to manage Design Assist Contractors and/or Design-Build Services as it relates to Specialty Systems, as well as Audio/Visual, Telecommunications, and Security Systems.
10. Advise on material availability and lead times, as well as sequencing of early release packages to maintain schedule.
11. Develop a logistics plan to ensure minimal impact to residents and City of Albany officials and staff.

II. Bidding and Award Phase

1. Arrange bid packages.
2. Bid out early release construction packages, as required to adhere to Owner's \$4.4 Million Improving Neighborhood Outcomes in Disproportionally Impacted Communities (INODIC) Grant fund prerequisites. In essence, expend these funds by August 31, 2026.
3. Provide (with team recommendations) bid packages for Owner review and approval. Develop a scope checklist to ensure clarity of scope for all packages.
4. Develop requirements to ensure time, cost and quality control during construction.
5. Provide a provisional CPM schedule for issuance with bid packages.
6. Determine bidders with input from Owner, Program Manager, and Architect.
7. Schedule and conduct pre-bid conferences in conjunction with the Program Manager and Design Professional.
8. Advertise and distribute bidding documents.
9. Monitor bidder activity.
10. Review and analyze bids. Conduct scoping meetings with bidders.
11. Issue Contracts and/or Purchase Orders with Subcontractors, Integrators, and Suppliers with respect to the approved bid packages.
12. Submit early construction package(s) and Guaranteed Maximum Price (GMP) with full scope checklists and bid information.
13. Develop a comprehensive Submittal Register, outlining required Submittals and planned schedule to ensure fabrication and delivery of materials and systems can be accomplished within the Project Schedule.

III. Construction Phase

1. Maintain on-site staff for construction management.
2. Establish and maintain coordination and communication procedures.
3. Develop and maintain a detailed CPM schedule including lead times, delivery, approvals, inspections, testing, construction, and occupancy.
4. Host Owner-Design Professional-Contractor meetings.
5. Prepare and submit change order documentation for review by the Program Manager and approval by the Design Professional and the Owner.
6. Maintain a system for review and approval of shop drawings.
7. Maintain records and submit weekly project reports and formal monthly reports to the Owner, Program Manager, and Design Professional.
8. Maintain quality control and ensure conformity with plans. Construct mockups, as required, including technology and hardware systems, to ensure quality standards prior to work commencement.
9. Provide cost control through progress payment review and verifications according to the approved schedule and Contract amounts.
10. Coordinate any owner-furnished, contractor-installed materials or systems, as required by the Contract Documents.
11. Develop as-built drawings and deliver to Design Professional for inclusion into a digital format to be submitted to the Owner for maintenance and operations use.
12. Coordinate project closeout activities, including the assembly of warranties/guarantees, operation & maintenance manuals, other closeout documents, transfer of keys and attic stock, training, and the Owner's final acceptance.
13. Develop an initial Punchlist prior to Substantial Completion. Participate in the Punchlist process with the Owner, Program Manager, and Design Professional.

IV. Warranty Phase

1. Coordinate and monitor the resolution of remaining Punchlist items.
2. Coordinate, monitor and resolve all warranty issues to the satisfaction of the Owner during the one- year general warranty period and as extended.
3. All warranties, warranty bonds and maintenance bonds must be assignable to the Owner.

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.

PURCHASING CONTACT AND QUESTIONS

All questions concerning this invitation and all questions arising subsequent to award must be in writing and are to be addressed to:

Ricky Gladney
Purchasing Coordinator
City of Albany
rgladney@albanyga.gov

AND

Joseph Threadcraft – **Program Manager**
Threadcraft Engineering, Inc.
joseph@tei-engineers.com

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer. Written responses to all written inquiries received on or before **5pm on November 21, 2025**, will be posted at the website indicated in [Georgia Procurement Registry](#).

Proposers should periodically check the website indicated in the Fact Sheet for addenda and updates.

ADDENDA

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

Proposers have the responsibility of making sure that they have received all issued addenda. Addenda are posted on the website at [Georgia Procurement Registry](#) under Finance Department, Purchasing, Current Bids and RFQ's.

PROPOSAL SUBMISSION AND DUE DATE

(1) original, (5) copy and (1) electronic PDF on a USB drive are to be submitted to:

City of Albany
Procurement Division
Attn: Ricky Gladney
222 Pine Avenue, Suite 260
Albany, GA 31701

Proposals **must** be submitted no later than **2:00pm EST on December 3, 2025**. Proposals must be received at the address indicated above in a sealed envelope or container marked **"RFP 26-025. Proposals for Construction Manager At-Risk Services – City of Albany Bill Miller /Kalmon Malone Park and Carver Gym"** and be delivered to the Owner by the stated deadline above. Include the Proposer's company name, contact name and phone number on the submitting envelope or container.

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 Proposer. Proposals submitted via facsimile or email shall be rejected.

Interviews will be conducted with those Firms deemed most qualified to provide the services outlined in this RFP. The City of Albany Evaluation Committee and City Manager make a recommendation for award. The City Council will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the City Manager and/or Evaluation Committee.

Issuance of this RFP does not constitute a commitment on the part of the Owner to award a Contract pursuant to this RFP. The Owner reserves the right to reject any and all Proposals submitted in response to this RFP, in whole or in part, for any reason, and to award a Contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interest of the Owner. The Owner reserves the right to make changes to this RFP at any time by issuance of written addendum/addenda, amendment(s) or clarification(s). Addenda will be posted on the website indicated in the Fact Sheet.

No Proposer may withdraw its Proposal and must honor its Proposal for 60 days after the actual date of the opening thereof or until the City executes a Contract, whichever is sooner.

PROPOSAL RESPONSE INFORMATION & FORMAT

Proposals must be on 8 ½" x 11" paper. Responses are limited to using a minimum of an 11-point font. Total page count of the submittal shall not exceed 40 single sided pages. All pages count, regardless of content. Submittals that include qualifications from more than one firm shall not exceed the page limit. Emphasis should be on completeness, relevance, and clarity of content; promotional materials are not desired or encouraged.

To expedite the review of Proposals, it is essential that respondents follow the format and instructions outlined below. The content of all Proposals must be categorized and numbered as outlined below and must address in a responsible and responsive manner all requested information.

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

A. Cover Letter/Firm Information

Provide a cover letter signed by an owner, officer, or authorized agent of the Firm, inclusive of the following information:

- i. Provide basic company information: company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). Identify office from which project will be managed and this office's proximity to the project site. If the Firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. If the project is a Joint Venture, include information about each company participating in the joint venture.
- ii. 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.
- iii. List the Firm's annual revenue, for the parent office and the local office separately, if applicable, for the past 5 years and supply main financial and banking references.
- iv. Has the Firm been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners and/or Design Professionals. List any active or pending litigation and explain. List any claims against your Firm or against Owners where your Firm is named.
- ii. 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.

B. Experience and Qualifications

- i. Provide a proposed Organizational Chart which identifies individual names and areas of responsibility. Identify the individual who, from project start to finish, will be the leader of your team and the principal point of contact between your firm and the Owner.
- ii. Designate the specific individuals to fill the following key roles on your team, inclusive of resumes listing relevant project experience and percentage of time commitment to this Project:
 - a) Project Director/Executive
 - b) Project Manager(s)
 - c) Superintendent(s)
 - d) Preconstruction Manager
 - e) Preconstruction Director/Estimator(s)
 - f) Other (please describe, if applicable)
- iii. Provide three to five examples of your team's recent experience in similar projects, especially related to City judicial and administrative complexes of similar sizes. Preference is for chosen projects to have been with proposed team members working together.

- a) Brief description of project (to include project delivery method, square footage, number of stories, whether there were early release construction packages, etc.).
 - b) Construction budget and final construction cost / description and cost of construction change orders.
 - c) Schedule Information, including number of months to construct project; summarize the actual schedule performance relative to the initial project schedule.
 - d) Key personnel from your Firm that provided services.
 - e) Any early release construction packages that were required on the project, and whether the GMP was able to be presented within the existing construction budget.
 - f) Special features (energy conservation, awards received, etc.).
 - g) Owner's current contact information.
 - h) Program Manager's current contact information, if applicable.
 - i) Design Professional's current contact information.
- iv. Provide three Owner references with current contact information, including phone number and e-mail. Include reference/recommendation letters, if applicable. ***It is the Proposer's responsibility to ensure that the listed contact and phone number are current.***

C. Services and Approach

- i. Provide a statement of your definition of your Firm's overall role in the Project. Describe your proposed methods and plans of communication, including your process for efficiently resolving issues and maintaining project commitments while working collaboratively with the Owner, Program Manager, Design Professional, and others as applicable. Provide detailed procedures for routine solving complex project issues without compromising your team commitments.
- ii. Describe your approach to pre-construction services, including constructability and maintainability input, cost estimating and value engineering/management, and logistics planning.
- iii. This project has a fixed budget that cannot be exceeded. Describe your approach to ensuring the city receives the greatest value and full program for the budget dollars allocated. Describe your experience utilizing the lean principal Target-Value-Design (TVD).
- iv. Explain your experience mitigating the recent escalation trends and supply chain issues seen in the construction industry. Provide specific examples.
- v. Describe your process to successfully manage early release construction packages. Specifically, describe how you will work with and lead the Project Team to minimize risk to the Owner once early construction packages are released by ensuring the GMP will be delivered within the construction budget.
- vi. Describe your approach to contingency management. How is the contingency value determined, how are the funds managed, and what is the expected approval process prior to allocation of funds?
- vii. Outline your schedule management plan for this project during construction. Describe systems and procedures your Firm uses to manage the project schedule. Describe your experience utilizing the lean principle pull-planning.
- viii. Outline your Subcontractor management plan, including Contract Document compliance procedures, project accounting procedures, and issue resolution. Describe your process to protect the Owner from Subcontractor or supplier bankruptcy during the course of a project. Describe your approach to management of Design Assist Subcontractors and/or Specialty Contractors in the judicial market.

- ix. Indicate whether you plan to use a Contractor Controlled Insurance Program (CCIP) and Subcontractor Default Insurance (SDI); if so, provide your Firm's experience with using these programs and explain in detail how they would benefit the Owner from both a liability and cost standpoint.
- x. At your option, you may provide any additional supporting documentation or information which would be helpful in evaluating your Firm's qualifications and commitment, such as Building Information Modeling experience, other lean construction methodologies not mentioned above and your plan to implement them on this project.
- xi. This project has a fixed grant expenditure deadline. Describe your approach to and experience with accelerated expenditure goals.

D. Affidavits and Forms

- i. Provide a letter of commitment from Surety or Sureties regarding bonding capacity and availability to bond this Project for \$10,000,000.
- ii. Provide your current insurance certificate.
- iii. Provide a completed Addenda Acknowledgement Form.
- iv. Provide a completed, notarized Non-Collusion Affidavit of Vendor.
- v. Provide a completed, notarized Contractor Affidavit.
- vi. Provide a valid and current Georgia General Contractor's License. A Residential Basic or Residential/Light Commercial Contractor's license will not be accepted.
- vii. Provide a copy of the most recent completed year's financial statements (Income Statement and Balance Sheet) for the Firm. One copy shall be submitted in a separate sealed envelope with RFP 26-025, the submitting Firm's name, and the words "Financial Statements" on the envelope.

PROPOSAL EVALUATION CRITERIA

The evaluation to determine the shortlist will be based on the Selection Criteria listed below.

1. Staffing and Availability – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications and overall experience on projects of similar nature and complexity to the proposed project. Evaluation of the workload of the Proposer and the staffing to be assigned to the proposed project; time schedule of the Proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the Owner. **Criterion Weight: 30 points**
2. Experience/Performance – Review of past performance on 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.
Criterion Weight: 25 points
3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy, and responsiveness to the required information of the RFP. 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.
Criterion Weight: 30 points
4. Financial Stability – Evaluation of the overall financial position of the Proposer as determined from financial information required by the RFP or other independent sources.
Criterion Weight: 15 points

The Evaluation Committee will review the responses to the RFPs and provide a score for each based on the Selection Criteria above. The Evaluation Committee will convene and summarize the points earned by each Firm, then establish a shortlist of Firms found to have submitted Proposals reasonably susceptible to being selected for award. The Evaluation Committee shall select Firms to be invited to participate in an interview and fee proposal process and provide notification to the shortlisted Firms within the time outlined in the Fact Sheet.

SHORTLIST SITE VISIT

A site visit for shortlisted firms will be conducted at the time and date shown in the schedule. The Owner encourages all interested proposers to arrive for the site visit by the scheduled time.

Shortlist Site Visit Location:

**City of Albany
Procurement Division
222 Pine Avenue, Suite 260
Albany, GA 31701**

INTERVIEW INFORMATION

The primary intent of the formal interview process is to provide the Evaluation Committee with in-depth and clarifying information about the Firm; information provided should assist the Evaluation Committee in making an informed decision as to the Proposer best suited for the work. The time allotted to each Firm for the interview will not exceed 90 minutes to include: 10 minutes for setup, 45 minutes for Proposer presentation, 30 minutes for Evaluation Committee questions, and 5 minutes for knockdown.

Firms should focus their presentations on:

- The detailed plan for involvement in preconstruction.
- Approach to compliance with grant expenditure timelines and construction schedule
- Managing the construction, cost, schedule, and quality on the project.
- Why is your team the best choice for the City of Albany, particularly from a scope, schedule and budget standpoint?

Firms are discouraged from reviewing general company history and past experience previously submitted in the Project Proposal unless this information is particularly relevant to the presentation.

A wireless internet connection and monitor will be available for interviewing firms; firms should be prepared for alternative setup in case of any unforeseen technical difficulties.

Location:

**City of Albany
Procurement Division
222 Pine Avenue, Suite 260
Albany, GA 31701**

FEE PROPOSAL

Fee proposals will be part of the original RFP submittal. Detailed itemization of the fee proposal must be attached to the Fee Proposal Form.

Fee Proposals shall be submitted at the conclusion of the interview session in a sealed opaque envelope. Reference to RFP 26-025, the words "SEALED FEE PROPOSAL" and the name of submitting Firm must be indicated on the outside of the envelope. The Fee Proposal must contain the Firm's following costs for this Project:

- Preconstruction Costs and Pre-Construction Fee.
- General Conditions Labor Costs for all personnel that will work on this Project. At no time will the CM At-Risk personnel costs be included within the General Requirements or Subcontractor cost of

the work.

- General Conditions Non-Labor Costs, including Payment and Performance Bond and Insurance as outlined above. Said policies shall provide for jurisdiction and venue in the City of Albany, Georgia, for resolution of any disputes.
- Contractor's Fee for Construction.

NOTE: The Firm selected shall provide full policy documentation, as well as updated continuation certificates for all bonds, certificates of liability naming the Owner as the obligee and copies of all bonds and policies on an annual basis through maturity of the project. Said documentation shall be delivered to and maintained by the Owner with assistance of the Program Manager.

FINAL EVALUATION & SELECTION

- a. Calculation of the Qualifications Score

Upon completion of the Interviews of the shortlisted Firms, each member of the Evaluation Committee will score the Firms out of 100 total points. The Procurement Office will then compile the Scores for each Firm and calculate the average Qualifications Score for each Firm.

- b. The Evaluation Committee is seeking to find the Construction Manager at Risk company that has the highest scoring team to lead the two concurrent construction projects that recognizes the priority to ensure that the (INODOC) Grant fund process is managed with early release packages. They will consider scoring the response packages to the RFP that best provides the Construction Management team with experience, understanding the schedule, cost and fees, good references and the interview confirmations.

The Evaluation Committee's recommendation will go to the City of Albany's City Council Board for approval.

GENERAL INFORMATION

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to the City of Albany for the premature opening of a proposal not properly addressed and identified.

Withdrawal of Proposal

A proposer may withdraw his proposal before the proposal due date, without prejudice against the proposer, by submitting a written request of withdrawal to the City of Albany Finance Department.

Rejection of Proposal

The City of Albany may reject any and all proposals and must reject the proposal of any party who has been delinquent or unfaithful in any formal contract with the City of Albany. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. The City of Albany shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

Statement of Experience and Qualifications

The proposer may be required, upon request, to prove to the satisfaction of the City of Albany, that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

Non-Collusion Affidavit

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the

proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

Interest of

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by the City of Albany has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

Proprietary Information

Careful consideration should be given before submitting confidential information to the City of Albany. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. The City of Albany does not guarantee the confidentiality of any information not clearly marked as a trade secret.

Documents deemed part of the Contract

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, Schematic Drawings, proposal, and addenda, if any, will be deemed part of the contract.

A sample contract will be provided to shortlisted Firms. An official contract will be negotiated following award recommendation.

Contract Term

The Contract Term will be 18 months.

Qualifications of Offerors

Proposers must provide a current business license from their home office jurisdiction with the submittal of their bid response. The City of Albany vendors doing business in the City of Albany must have a current Business License.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to the City of Albany will not be accepted.

In evaluating Proposals, the City may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

Insurance

The Company shall maintain in full force and effect the following insurance during the term of the Agreement.

Coverage	Limits of Liability
Commercial General	\$2,000,000 each occurrence \$4,000,000 aggregate
Workers' Compensation	\$1,000,000 each accident \$1,000,000 each employee \$1,000,000 policy limit
Professional Liability	\$2,000,000 per claim \$2,000,000 aggregate
Automobile Liability	\$2,000,000 combined single limit
Excess Umbrella Liability	\$10,000,000 each occurrence \$10,000,000 aggregate

All insurance shall be provided by an insurer(s) acceptable to the City and shall provide for thirty (30) days prior notice of cancellation to the City. Upon contract award, Contractor shall deliver to the City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Bonds

Payment and Performance Bonds in the amount of 100% of the GMP contract will be required at the time of GMP award and before notice to proceed for construction is given.

All sureties of bonds for the City of Albany must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

Permits

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. The City of Albany will waive fees on all permits issued by the City of Albany (excluding fees related to construction such as tap fees or sub-contractor permit fees).

Award of Contract

The Purchasing Agent will make a recommendation for award. The City Council will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Agent.

STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by the City of Albany and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from the City of Albany. Failure to comply with the written specifications for this proposal may result in disqualification by the City of Albany.
3. All goods and materials shall be F.O.B. Destination Albany Georgia, and no freight or postage charges will be paid by the City of Albany unless such charges are included in the proposal price.
4. The following number, 26-025 must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. The City of Albany accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 60 days from the due date.
7. Each proposal submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to City of Albany the first page of your proposal package should be the proposal form listing the price, delivery date, etc., unless the proposal form is requested to be in a separate envelope.
8. City of Albany reserves the right to accept a proposal that is not the lowest price if, in the

City's judgment, such proposal is in the best interest of the City and the public. The City reserves the right to reject any and all proposals.

9. Telephone, Telegraphic, email, or Facsimile proposals will not be accepted.
10. If applicable, complete questionnaires must be signed manually. City of Albany reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
11. If applicable, warranty information shall be provided.
12. Proposers shall state delivery time after receiving order.
13. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

****COMPLETE AND SUBMIT****

ADDENDA ACKNOWLEDGEMENT FORM
Instructions: Complete BOTH parts of this form.

PART I: Addenda Acknowledgements (if applicable)
Each vendor is responsible for determining that all addenda issued by the City of Albany Finance Department – Purchasing Division have been received before submitting a Statement of Qualifications.

Addenda	Date Vendor Received	Initials
#1		
#2		
#3		
#4		
#5		
#6		

PART II: Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

****COMPLETE AND SUBMIT****

**CITY OF ALBANY CITY COUNCIL
NON-COLLUSION AFFIDAVIT OF VENDOR**

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFP.

(2) He/She is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP.

(3) Such RFP is genuine and is not a collusive or sham RFP.

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Albany or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2025.

Name _____

Title _____

My commission expires (Date)

SPECIAL INSTRUCTIONS
CONSTRUCTION MANAGER AT RISK SERVICES FOR
BILL MILLER/KALMON MALONE PARK AND CARVER GYM
RFP NO. 26-025

1. The City of Albany strongly encourages Disadvantaged Business Enterprises to participate in this RFP and further urges that all design teams reflect the inclusion of women and minorities.
2. **WITHDRAWAL:** The respondent may withdraw his/her submitted response by providing a written request to the Procurement Division before the stipulated closing date and time. Withdrawal of your response will not cause prejudice or interfere with the right of the respondent to submit a new response, provided the latter is received by the predetermined date and time provided herein. No submittal may be withdrawn for a period of **sixty (60)** days following the closing date.
3. **TIME EXTENSION:** The City of Albany for good and sufficient reason, may extend the response deadline, in which case all potential respondents will receive an addendum setting forth the new date and time.
4. **GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT:** The successful respondent will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. **Complete and submit a copy of the form, applicable to your company, and applicable Subcontractor Affidavits, with your response.**
5. **FORMS:** Submit with proposal an executed copy of Governing Law & Venue, Certificate of Non-Collusion, Drug- Free workplace and Debarred Bidders Certification Form (attached).
6. **INSURANCE:** Consultant shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by consultant, whether arising from the acts or omission, negligence or otherwise of consultant or any of its agents, employees, patrons, or other persons, and growing out of work being done by Consultant on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Consultant shall also carry product liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Consultant shall maintain a combined single liability limit of One Million (\$1,000,000) Dollars, covering owned, non-owned, leased, and hired vehicles and name the City of Albany as an additional insured. Consultant shall maintain professional liability covering errors and omissions of not less than One Million (\$1,000,000) Dollars, per claim covering itself and all of its employees and agents and shall indemnify and hold harmless the City of Albany and their representatives and employees, from any claims, demands, actions, and causes for actions arising from any negligent act or omission under the terms of the contract. Consultant shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than One Hundred Thousand (\$100,000) Dollars of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. The City's sole judgment shall control as to the sufficiency of the coverage.

Consultant shall furnish evidence of the continuance in force of said policies by providing copies of timely declaration page(s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsements (a Certificate of Insurance by itself is not acceptable) or

(ii) Declaration Pages of the insurance policies which show the City of Albany as additional insured. The Certificate of Insurance must provide the project name and our project number on all certificates; where the Project requires Contractor's Pollution Legal Liability coverage or Contractor's Professional E & O coverage, per project coverage would be allowed. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation.

SUBMIT WITH RESPONSE, specimen copy of Certificate of Insurance. Upon award of contract and prior to commencement of work under this contract, the selected consultant(s) shall provide the City of Albany with acceptable proofs of insurance coverage.

7. **INDEMNIFICATION:** Respondent agrees to indemnify and hold harmless the City of Albany, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of consultant or based on alleged negligence of consultant, its officers, agents, or employees and consultant shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of the City of Albany.
8. **TERMINATION FOR CONVENIENCE:** This contract may be terminated in whole or in part by the City of Albany with the consent of the vendor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, and the portion to be terminated; or by the vendor upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.
9. **TERMINATION FOR CAUSE:** In the event that the vendor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City of Albany may give the vendor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The City of Albany may, in its discretion, provide the vendor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the vendor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the vendor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the vendor to cure the default the City of Albany may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City of Albany terminates the contract, the vendor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City of Albany shall not constitute a waiver by the City of Albany of any other rights or remedies available to the City of Albany by law or contract.
3. **DELIVERY: Submit one (1) original hard copy with pricing (labeled), one (1) electronic copy with pricing (PDF), and seven (7) complete hard copies less pricing on or before 5:00 pm February 18, 2025, to: City of Albany, Finance Department, Procurement Division, 222 Pine Avenue Suite 260 Albany, GA 31701.**

Sealed responses may be hand delivered or mailed to the above listed address. Sealed responses must be delivered in writing. Verbal responses are not acceptable. The City of Albany assumes no responsibility for responses received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If responses are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

The response should be sealed and clearly marked:

"Bill Miller / Kalmon Malone Park and Carver Gym RFP 26-025"

With Your Company Name Clearly Visible on the OUTSIDE of Your Submittal

****COMPLETE AND SUBMIT****

CERTIFICATION OF NON-COLLUSION

The respondent being sworn, disposes and says, _____

The Vendor submitting this certification and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this submittal.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

GOVERNING LAW AND VENUE

Consultant agrees that as to any actions or proceedings arising out of or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Consultant further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by _____.

WHEREAS _____ has submitted a bid to ALBANY so as to provide _____.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to _____.

_____ agrees to indemnify and hold harmless ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of _____, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful misconduct of ALBANY. _____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority ____ day of _____, 20____.

[CORPORATE NAME]

By: _____
Title _____

Attest: _____
Title _____

[Affix Corporate Seal]

****COMPLETE AND SUBMIT****

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	26-025
Solicitation /Contract Name:	Construction Manager At-Risk Services – City of Albany Bill Miller / Kalmon Malone Park and Carver Gym

CONTRACTOR AFFIDAVIT

I understand that the City of Albany may not enter into a contract with _____ (Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the **City of Albany** 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 sub-Contractors 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 No.
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent Contractor)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

Date

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

****COMPLETE AND SUBMIT****

Advertisement Form

For All Firms Participating in the bid please answer questions below:

Please let us know how you heard about the BID/RFP advertisement by selecting one of the following.

- | | |
|---|----------------|
| 1. Internet/Social Media to include Facebook, etc. | Yes____ No____ |
| 2. City of Albany website | Yes____ No____ |
| 3. City of Albany local access channel (channel 16) | Yes____ No____ |
| 4. Georgia Procurement Registry | Yes____ No____ |
| 5. Other: _____ | |

Please indicate if you are a DBE: Yes_____ No_____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

CONTRACT
Construction Manager At-Risk Services – City of Albany
Bill Miller/Kalmon Malone Park and Carver Gym
RFP No. 26-025

THIS AGREEMENT, made as of the _____ day of _____ 20____, by and between The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and _____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said Owner, for the consideration herein mentioned in his bid and under the penalty expressed in bid document, hereto attached, to furnish all equipment, tools, and materials, skill and labor of every description necessary to carry out and complete in good, firm, and substantial workmanlike manner, the specified work in strict conformity with the drawings and specifications hereinafter set forth which together with the foregoing bid made by the Contractor, the Notice to Contractors, Instructions to Bidders, General Conditions, Addenda, Supplementary Conditions and this Agreement, shall all form essential parts of the Agreement. The work covered by this Agreement includes all work shown on drawings and specifications and listed in the attached bid.

The Owner shall pay, and the Contractor shall receive the Sums of Unit Prices in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract as stipulated in the Bid for **Construction Manager At-Risk Services – City of Albany Bill Miller / Kalmon Malone Park and Carver Gym** as full compensation for everything furnished and done by the Contractor under this Contract. The full lump sum of \$_____ shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

Contractor is required to provide acceptable proof of insurance coverage. Acceptable proofs are a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or Declaration Pages of the insurance policies listed which show the City of Albany as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia. Required Insurance Policies and Endorsements are: Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Albany as additional insured, Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Albany as additional insured and Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions and/or cancellation. If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim. Proof of insurance must be submitted to the Procurement Division and approved by Risk Management prior to performance of any work.

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of contractor or based on alleged negligence of contractor, its officers, agents, or employees and contractor shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the sole negligence or willful injury of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate
this _____ day of _____, 20____.

CITY OF ALBANY, GA.
(Owner)

BY: _____
AUTHORIZED SIGNATURE

(Title)

(SEAL)

(Contractor)

By: _____

(Title)