

**City of Atlanta**  
**Martin Luther King Jr. Recreation and Aquatic Center Project**



**CRI** CARR  
RIGGS &  
INGRAM

CPAs and Advisors

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November 13, 2019

City of Atlanta, Georgia  
68 Mitchell Street, SW  
Suite 12100  
Atlanta, GA 30303

Pursuant to our contract dated July 11, 2018, we were engaged to provide consulting services to assist the City of Atlanta, Georgia with analysis of the Martin Luther King Jr. Recreation and Aquatic Center Project (the "Project"). Upon your request, we are providing the services performed and results thereof as of the date of this report.

These services were performed in conformity with the *Statements on Standards for Consulting Services* of the American Institute of Certified Public Accountants. The scope of work performed was in accordance with Request for Proposal FC-10163, and further refined by input from Owner personnel. The services performed did not constitute a financial audit in accordance with generally accepted auditing standards. Deliverables presented as part of this engagement are for the information and use of the management of the City of Atlanta. The findings and conclusions are based on our analysis of the documents, records, and information provided to us by the Owner and the Design Builder.

Our recommendations are not intended as legal advice or legal counsel; therefore we recommend that you consult with legal counsel before incorporating any of our recommended changes to your contract documents or to construction controls/processes. Management is solely responsible for determining what recommendations to implement.

Respectfully submitted,

*Carr, Riggs & Ingram, LLC*

Carr, Riggs & Ingram, LLC  
Orlando, Florida

The procedures applied and the related results are below. Procedures #3-5, #6, #8, #11, and #14-17 were performed by our subconsultant, Vanir Construction Management, Inc., at our direction.

PROCEDURES	RESULTS
<p>1. Read the Project's contract documents and make recommendations regarding financial terms and policies, if necessary.</p>	<ul style="list-style-type: none"> <li>○ Section 4.8.7, #3 states "The total price paid for mobilization shall be approved by the City's Representative, but in no case shall it exceed two percent (2%) of the lump sum amount and shall be substantiated with invoices and other backup documentation."</li> </ul> <p>Carr, Riggs, and Ingram LLC ("CRI") noted the following regarding mobilization costs, which was confirmed by Winter Johnson (the "Design Builder"):</p> <ul style="list-style-type: none"> <li>▪ The original Schedule of Values did not separately identify mobilization costs.</li> <li>▪ As a result of the above, there was no noted approval of mobilization by the City's Representative.</li> <li>▪ Finally, as a result of the above two items, the Design Builder was not required to substantiate the mobilization costs with invoices and other backup documentation.</li> </ul> <p>CRI recommends the mobilization either be separately identified and approved as part of the original Schedule of Values, and subsequently substantiated by invoice and other backup documentation, or this language be removed from the contract documents.</p>
<p>2. Sample three full pay applications from throughout the Project, along with all supporting documentation, and examine the supporting documentation, approvals, and adherence to contractual requirements.</p>	<ul style="list-style-type: none"> <li>○ CRI selected pay applications 18, 19, and 21 for this Project and obtained the complete pay application with supporting documentation from the Owner. We noted the following:</li> </ul> <p><b>Pay application 18</b></p> <p>CRI noted proper signed approvals of the pay application details and an executed partial lien release. CRI also verified the mathematical accuracy of the supporting schedules. Finally, CRI verified the pay application's "Current Payment Due" of \$1,593,544 was paid within 45 days of the "Owner's receipt and approval of each properly submitted and accurate Application for Payment", as required by the contract documents.</p>

PROCEDURES	RESULTS
<p>2. Sample three full pay applications from throughout the Project, along with all supporting documentation, and examine the supporting documentation, approvals, and adherence to contractual requirements. (Continued)</p>	<p><b>Pay application 19</b></p> <p>CRI noted proper signed approvals of the pay application details and an executed partial lien release. CRI also verified the mathematical accuracy of the supporting schedules. Finally, CRI verified the pay application's "Current Payment Due" of \$497,589 was paid within 45 days of the "Owner's receipt and approval of each properly submitted and accurate Application for Payment", as required by the contract documents.</p> <p>This pay application contained a manual adjustment of the contract value to reduce the "Net change by Change Orders" from \$1,372,119 to \$0. This amount (ultimately owner change order #1) was added back to pay application #21. CRI inquired regarding the reason for the addition and then reduction of these amounts from the pay application. Per the Owner's representative, the change directives (which ultimately were accumulated into owner change order #1) were added to the contract value as they were approved and executed by the Department of Parks &amp; Recreation. Renew Atlanta did not approve of this addition of the change directives and had the amounts removed from pay application 19. The change directives were accumulated and became owner change order #1, which was approved in February 2018 and then added to pay application 21.</p> <p>Pay application 19, covering Project costs through September 30, 2017, was not submitted to the Owner until December 4, 2017. Per the Owner's representative, the delay to the official submittal was a result of the modifications to the change directives/owner change order #1 detailed above.</p> <p>CRI recommends the process be formalized whereby a change directive becomes an addition or reduction to the contract value and is reflected as such on the pay application.</p>

PROCEDURES	RESULTS
<p>2. Sample three full pay applications from throughout the Project, along with all supporting documentation, and examine the supporting documentation, approvals, and adherence to contractual requirements. (Continued)</p>	<p><b>Pay application 21</b></p> <p>CRI noted proper signed approvals of the pay application details and an executed partial lien release. CRI also verified the mathematical accuracy of the supporting schedules. Finally, CRI verified the pay application's "Current Payment Due" of \$1,372,119 was paid within 45 days of the "Owner's receipt and approval of each properly submitted and accurate Application for Payment", as required by the contract documents.</p> <p>CRI noted this pay application, covering Project costs through December 31, 2017, was not submitted to the Owner until April 4, 2018. Per the Owner's representative, the delay to the official submittal was a result of a lengthy administrative change order approval process.</p>
<p>3. Review Design/Builder's Quality Control (QC) Plan for compliance with procedures and processes.</p>	<ul style="list-style-type: none"> <li>○ Winter Johnson and FS360's Quality Control Plan included pre-installation meetings and mock-up meetings. A document was provided for the Project's pre-construction, pre-installation meeting to establish expectations concerning safety, site logistics, schedule, etc.</li> <li>○ Regular weekly and bi-weekly scheduled Owner-Architect-Contractor ("OAC") meetings contributed to the success of the Project. The meeting minutes received met or exceeded the Owner's requirements.</li> <li>○ Stating "Upcoming Events" at OAC Meetings and documenting them in the meeting minutes is a best-practices item that was accomplished in this Project.</li> </ul>
<p>4. Review of published or established Technical Design Guidelines that formed the basis of design to determine compliance.</p>	<ul style="list-style-type: none"> <li>○ COA Design Criteria Package was provided. In reviewing the Submittals and RFIs received, technical adherence was achieved and/or agreed upon regarding any questionable items. Please see the attached Space Program Analysis (Exhibit A), which demonstrates the square footage adherence.</li> </ul>
<p>5. Determine adherence to control methods (i.e. cost controls, schedule controls, or procedural controls).</p>	<ul style="list-style-type: none"> <li>○ Standard Operating Procedures Manual and Design Criteria Package were properly provided. Control Methods on site met or exceeded the Owner's requirements.</li> </ul>

PROCEDURES	RESULTS
<p>6. Compliance with the contracts for signature and financial responsibility</p>	<ul style="list-style-type: none"> <li>○ The Joint Venture Contract was properly signed, as required by the Owner.</li> <li>○ Insurance and bonding requirements by COA have been provided and met or exceeded the Owner's requirements including amounts, coverage, time duration, and approval signatures.</li> <li>○ The IIREA forms were properly signed, as required by the Owner.</li> </ul>
<p>7. Review change orders for proper justification and supporting documentation, including markup percentages that comply with contract documents.</p>	<ul style="list-style-type: none"> <li>○ The Project had one owner change order for a total of \$1,372,119. That change order was comprised of eighteen change directives, with one voided (number ten). Of these seventeen change directives, three of the directives (#1, #7, and #12) contained pricing detail for the labor, materials, equipment and markups to support the underlying subcontract costs and did not include any Design Builder markups (thus, there was no detail necessary). The remaining fourteen change directives had the following supporting documentation missing: <ul style="list-style-type: none"> <li>▪ Change directives #2 and #13 – the subcontractor support was a lump sum total with no detail for labor, materials, equipment, and markups. There was also no detail of the markups taken by the Design Builder for fee, insurances, and bond.</li> <li>▪ Change directives #3, #4, #8, #9 – the support for these directives did not include any documentation from the subcontractors providing the work and did not contain detail of the Design Builder's markups.</li> <li>▪ Change directive #5 – the subcontractor support was a lump sum total with no detail for labor, materials, equipment, and markups. The Design Builder did not take any markups for fee, insurances, or bond.</li> <li>▪ Change directive #6 – the subcontractor support was complete with detail of labor, materials, equipment, and markup. The Design Builder did not provide documentation of its markups for fee, insurances, or bond.</li> </ul> </li> </ul>

PROCEDURES	RESULTS
<p>7. Review change orders for proper justification and supporting documentation, including markup percentages that comply with contract documents. (Continued)</p>	<ul style="list-style-type: none"> <li>▪ Change directive #11 – the subcontractor support was complete with detail of labor, materials, equipment, and markup for the additive portion of the directive (\$2,604), but the deductive portion (\$5,990) was a lump sum amount from the subcontractor. The Design Builder provided documentation of its markups for fee, insurances, and bond.</li> <li>▪ Change directives #14-18 – the subcontractor support was a lump sum total with no detail for labor, materials, equipment, or markups. The Design Builder provided documentation of its markups for fee, insurances, and bond.</li> </ul> <p>CRI recommends the Owner consider the adoption of contract language requiring the Design Builder to provide the following support for all line items of a change order:</p> <ul style="list-style-type: none"> <li>▪ Itemized detail from the subcontractor performing the work, to include labor, materials, equipment, sub-subcontractor costs, and all markups.</li> <li>▪ Itemized detail from the Design Builder showing all markups and charges associated with the change orders. On this Project, those would include fee, insurances, and bond.</li> </ul> <p>CRI recommends the above documentation be required for analysis by City representatives and, if necessary, post-Project third parties. As this is a lump sum agreement, properly approved change order amounts become a part of the lump sum total of the Project. However, the change orders, unlike the original subcontract values, are not competitively bid, and thus, should be subject to review by the Owner for proper pricing and adherence to any applicable contractual requirements for markups relative to fee, insurances, and bond.</p>

PROCEDURES	RESULTS
8. Review and analysis of change orders to determine if planning and design development procedures should be modified earlier in the process	<ul style="list-style-type: none"> <li>○ The majority of the Project's change orders were related to the design of the building. It is recommended that a thorough review of the drawings and specifications occur at 25%, 50% and 75% design completion to prevent or limit design change orders on future projects.</li> </ul>
9. Reconciliation of allowance amounts	<ul style="list-style-type: none"> <li>○ This Project did not contain a contingency fund, and had only one allowance fund – the FF&amp;E allowance. The FF&amp;E allowance contained a total of \$315,000, which was completely utilized during the Project. It appears the eleven usages of this allowance were preceded by written authorization from the Owner. All but three of these usages were ultimately included in the only Owner change order on this Project.</li> </ul> <p>Additionally, CRI noted the Design Builder did not include any project management, general conditions, or overhead and fee in the allowance costs, in accordance with Section 6.3.4 of the contract documents.</p>
10. Testing of allowance amounts by sampling the underlying costs to source documents, as applicable	<ul style="list-style-type: none"> <li>○ CRI examined the supporting documents for the allowance usages. Our comments on the supporting documentation provided are included in 7. above. Change directives #2, #5, #6, #7, #11, #12, and #13 were all FF&amp;E allowance usages.</li> </ul> <p>The recommendations in 7. regarding the requirement of detailed supporting documentation are applicable particularly to the allowance usages. Section 4 of the Design Criteria Package states, "The Allowance shall be adjusted to the actual amount paid for such services, and adjusted by Change Order either at the end of that phase of the Work or at the completion of the Work."</p> <p>Therefore, we recommend that accurate and detailed supporting documentation, including evidence of payment to the subcontractors, should be required for all allowance usages.</p>



PROCEDURES	RESULTS
11. Comparison of approved monthly payment applications to monthly schedule	<ul style="list-style-type: none"> <li>○ The payment applications received contained revisions done by hand on the document. It is recommended payment applications be updated in the source software and re-submitted with all corrections properly reflected. Additionally, the Design Builder should include updated schedules and a list of changed activities, as applicable, when modifications are made to the payment application.</li> <li>○ Results from the payment applications sampled: <ul style="list-style-type: none"> <li>▪ Application #18 – no exceptions</li> <li>▪ Application #19 – did not contain a Master schedule, and had been manually revised</li> <li>▪ Application #20 – did not contain a Master schedule, and had been manually revised</li> <li>▪ Application #21 – did not contain a Master schedule</li> </ul> </li> </ul>
12. Analysis of invoices provided in support of mobilization costs	<ul style="list-style-type: none"> <li>○ As was noted in 1. above, the mobilization costs were not separately identified and itemized detail supporting the mobilization costs was not required by the Owner. The contract language surrounding the mobilization costs should be adhered to or removed from the Owner's contract.</li> </ul>
13. Analysis of Design Builder's certificate of insurance, for the time period of the Project, against contract requirements	<ul style="list-style-type: none"> <li>○ CRI obtained the Design Builder's certificate of insurance for the time period of the Project. We verified the coverages for the following insurances met the minimum requirements of the contract documents: <ul style="list-style-type: none"> <li>▪ commercial general liability</li> <li>▪ automobile</li> <li>▪ umbrella</li> <li>▪ pollution</li> </ul> </li> </ul>

PROCEDURES	RESULTS
<p>13. Analysis of Design Builder's certificate of insurance, for the time period of the Project, against contract requirements (Continued)</p>	<p>CRI noted the builder's risk certificate of insurance contained a limit of \$23,100,000. Per the Agreement, Appendix B, letter F., the builder's risk coverage must be "in an amount equal to 100 percent of the value of the contract." As the final contract value was \$24,472,119, CRI inquired of the Design Builder regarding any applicable adjustment to the certificate of insurance for the builder's risk. The Design Builder did not provide an updated certificate, but stated in an emailed statement, "the policy automatically increases to reflect any changes to the contract value".</p> <p>CRI recommends the Owner obtain updated certificates of insurance for all insurances to demonstrate contractual compliance with insurance limits throughout the life of a given Project.</p>
<p>14. Review of designer's observation reports for compliance to contract documents. Content, frequency, follow up actions taken, etc.</p>	<ul style="list-style-type: none"> <li>○ A total of 66 Weekly Reports were provided which ranged from 7/29/2016 through 10/20/2017. A sampling of the "Designer's Observation Reports" provided evidence these reports met or exceeded the Owner's requirements.</li> </ul>
<p>15. Analysis of non-conforming work and actions taken by Design Builder to address non-conforming work.</p>	<ul style="list-style-type: none"> <li>○ A "PlanGrid Issue Report" was maintained for all such items and, per the documentation provided, all such items were addressed and properly resolved. This document should properly be included with the Project's close-out package.</li> </ul>
<p>16. Analysis of submittals and submittal logs for eventual approval of rejected submittals, products and materials.</p>	<ul style="list-style-type: none"> <li>○ A "Submittal/Material Status Log" was provided by the Owner which summarized the individual Project submittals. Individual submittals were also provided, and this documentation met or exceeded the Owner's requirements.</li> </ul>
<p>17. Review of meeting minutes and other project documentation for proper closeout and resolution of project issues (random analysis of issues will be performed)</p>	<ul style="list-style-type: none"> <li>○ Safety Reports – while reviewing these reports, noted the report dated 2/17/2017 did not have the Design Builder's signed approval. Additionally, the report dated 7/14/2017 had an item corrected one day over the allotted time. This item was subsequently accepted. All other safety report issues were noted as being resolved.</li> </ul>

PROCEDURES	RESULTS
<p>17. Review of meeting minutes and other project documentation for proper closeout and resolution of project issues (random analysis of issues will be performed) (Continued)</p>	<ul style="list-style-type: none"> <li>○ Meeting minutes – a total of 28 OAC meeting minute reports were provided with a date range of 7/6/2016 through 10/24/2017. The sampling of these reports provided evidence the documentation met or exceeded the Owner requirements.</li> <li>○ Pre-installation meetings – no documentation was provided relative to this request.</li> <li>○ Requests for information (“RFI”) – the Project’s individual RFIs were provided and the documentation met or exceeded the Owner’s requirements. However, there was no log of RFIs provided. It is recommended such a log of RFIs be maintained and updated by the Owner to more effectively track RFIs.</li> <li>○ Attic stock – the provided “Attic Stock Turnover Log” met or exceeded the Owner’s requirements.</li> </ul>
<p>18. Analysis of the Project’s Certificate of Substantial and Final Completion for compliance with Project timelines. Evaluation of liquidated damages, if applicable.</p>	<ul style="list-style-type: none"> <li>○ The contract stated the date of substantial completion was to be no later than 613 days after the date of commencement. The date of commencement was determined to be the date of the contract between the Owner and Winter Johnson – May 28, 2016. This date, plus 613 days, is December 1, 2017. The Certificate of Substantial Completion was dated October 20, 2017, which is prior to the contractual date of substantial completion.</li> </ul> <p>The date of Final Completion, noted on the Project schedule, was December 30, 2017. The date of the project’s final acceptance letter was September 17, 2018. The delay was due to a water intrusion issue, for which the Owner withheld \$75,000 of retainage until the issue was resolved. No liquidated damages were assessed or are being pursued by the Owner.</p>

Please see Appendix A for management responses to the above results, as applicable.

This report is intended solely for the information and use of the City of Atlanta, Georgia, and is not intended to be and should not be used by anyone other than the City of Atlanta, Georgia.



## **EXHIBIT A: SPACE PROGRAM ANALYSIS**



Construction Management, Inc.

# SPACE PROGRAM ANALYSIS

Martin Luther King Jr. Recreation and Aquatic Center

110 Hilliard Street, S.E.

Atlanta, GA 30312

Area included in the City of Atlanta's Space Program, but either not-included or included-within-other-areas in the Architect's Space Program.

CITY OF ATLANTA						ARCHITECT					
Unit No.	Unit	AREA	QTY	SF	Space Program	Rm. No.	QTY	SF	Space Program	Note	(SF) Area Difference
GENERAL BUILDING AREA											
1	GB	Vestibule	1	525	525	102	1	348.17	348.17	Vestibule	
						103	1	191.91	191.91	Vestibule	
2	GB	Lobby/Lounge	1	2400	2400	101	1	1870.63	1870.63	Lobby	
						116	1	242.08	242.08	Party Room	
						200	1	735	735	Upper Balcony	
3	GB	Restrooms	2	198	396	108	1	229.49	229.49	Women's Restroom	
						109	1	0	0	Men's Restroom - NOT ENCLOSED	
						203	1	230.31	230.31	Women's Restroom	
						204	1	230.07	230.07	Men's Restroom	
4	GB	Vending	1	180	180				0		
5	GB	Exhibit/Display	2	6	12				0		
6	GB	Computer Lab	1	1200	1200	209	1	1532.38	1532.38	Computer Lab	
7	GB	Multipurpose Rooms	3	1000	3000	104	1	3173.84	3173.84	Multipurpose	
8	GB	Multipurpose Storage	3	120	360	105	1	176.77	176.77	Storage	
9	GB	Classroom	1	560	560	210	1	1047.52	1047.52	Classroom	
10	GB	Classroom Storage	1	150	150	212	1	132.17	132.17	Classroom Storage	
11	GB	Catering Kitchen/Storage	1	320	320	106	1	83.88	83.88	Warming Kitchen Storage	
						107	1	301.86	301.86	Warming Kitchen	
12	GB	Senior Center	1	2200	2200	121	1	1415.88	1415.88	Senior Center	
13	GB	Police Substation	1	150	150	136	1	171.98	171.98	Police Substation	
14	GB	Corridors & Walls	16%		1832.48	100	1	3216.81	3216.81	Corridor	
		General Building Area SUBTOTAL			13,285.48				15,330.75		(2,045.27)
FACILITY ADMINISTRATION											
15	FA	Control Desk	1	360	360				0		
16	FA	Control Desk Storage	1	40	40				0		
17	FA	Reception	1	120	120				0		
18	FA	Lounge/Kitchen/Workroom	1	450	450	120	1	567.04	567.04	Lounge + Workroom	
19	FA	Staff Office (Director)	1	150	150	114	1	175.09	175.09	Director's Office	
20	FA	Staff Office (Supervisor)	3	120	360				0		
21	FA	Staff Office Area (3 workstations)	1	500	500	118	1	403.72	403.72	Staff	
22	FA	Storage	1	40	40	117	1	106.55	106.55	Storage	
						119	1	108.87	108.87	Storage	
						209A	1	518	518	Storage	
						211	1	81.58	81.58	Climbing Storage	
23	FA	Corridors & Walls	16%		323.2				0		
		Facility Administration SUBTOTAL			2,343.20				1,960.85		382.35



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CITY OF ATLANTA						ARCHITECT					
Unit No.	Unit	AREA	QTY	SF	Space Program	Rm. No.	QTY	SF	Space Program	Note	(SF) Area Difference
INDOOR AQUATIC CENTER											
24	AC	Leisure Pool/Family Fun Zone	1	8000	8000	138	1	5856.01	5856.01	Pool	
						138A	1	0	0	Pool Deck - NOT ENCLOSED	
25	AC	Life Guard Room	1	200	200	129	1	235.14	235.14	Lifeguard Pool	
26	AC	Pool Staff Room	1	180	180	130	1	198.57	198.57	Pool Staff	
27	AC	First Aid	1	120	120				0		
28	AC	Pool Storage	1	680	680	128	1	615.36	615.36	Pool Storage	
29	AC	Pool Equipment Room	1	1000	1000	127	1	731.7	731.7	Pool Equipment Room	
30	AC	Therapy Pool	1	400	400				0		
31	AC	25 Yard Lap Swim Pool (4 lanes)	1	4000	4000				0		
32	AC	Corridors & Walls	16%		2332.8	131	1	359.89	359.89	Pool Circulation	
		Indoor Aquatic Center SUBTOTAL			16,912.80				7,996.67		8,916.13
ATHLETICS & FITNESS											
33	AF	Multi-Purpose Gymnasium	1	10000	10000	122	1	8688	8688	Gym	
						122A	1	313.39	313.39	Bleachers	
						201	1	2760.67	2760.67	Outdoor Fitness Area	
						213	1	646.5	646.5	Climbing Wall	
34	AF	Gym Storage	1	800	800	124	1	548.35	548.35	Gym Storage	
						124A	1	206.76	206.76	Gym Equipment Desk	
35	AF	Indoor Walking/Jogging Track (2 lanes)	1	2364	2364	216	1	0	0	Track	
36	AF	Fitness/Wellness	1	3000	3000	215	1	13646.3	13646.3	Fitness	
37	AF	Multi-Purpose fitness (Aerobics, etc.)	1	1800	1800	202	1	1200.57	1200.57	Multipurpose Fitness	
38	AF	Stretching	1	1200	1200	219	1	1277.89	1277.89	Stretching	
39	AF	Unisex Toilet	1	64	64	134A	1	60.49	60.49	Toilet	
						134B	1	60.49	60.49	Toilet	
40	AF	Locker Rooms	2	2080	4160	132	1	1496.52	1496.52	Men's Locker Room	
						133	1	1437.94	1437.94	Women's Locker Room	
41	AF	Family Locker Rooms	1	576	576	134	1	591.24	591.24	Family Locker Room	
42	AF	Corridors & Walls	16%		3834.24				0		
		Athletics & Fitness SUBTOTAL			27,798.24				32,935.11		(5,136.87)
TECHNICAL SUPPORT											
43	TS	Telecom Room	1	6	6	113	1	183.12	183.12	Telecom/MDF	
						208	1	183.77	183.77	Telecom/MDF	
44	TS	Mechanical Room	1	600	600	126	1	254.05	254.05	Mechanical Room	
45	TS	Pool Mechanical Room	1	600	600	127A	1	104.42	104.42	Pool Chemical Room	
						127B	1	36	36	Pool Filter Room	
						127C	1	141.07	141.07	Pool Room Pit	
46	TS	Elevator	1	64	64	111	1	57.64	57.64	Elevator	
						206	1	57.64	57.64	Elevator	



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CITY OF ATLANTA						ARCHITECT					(SF) Area Difference
Unit No.	Unit	AREA	QTY	SF	Space Program	Rm. No.	QTY	SF	Space Program	Note	
47	TS	Elevator Equipment Room	1	64	64				0		
48	TS	Building Maintenance Workroom	1	150	150				0		
49	TS	Janitor Closet	2	50	100	112	1	80.93	80.93	Custodial	
						207	1	82.4	82.4	Custodial	
50	TS	Electrical Room	2	170	340	125	1	124.91	124.91	Electrical Room	
						125A	1	100.36	100.36	Emergency Power	
51	TS	Stair	3	160	480	121A	1	234.22	234.22	Stair A	
						123	1	228.87	228.87	Stair B	
						213A	1	127.34	127.34	Stair A	
						214	1	226.87	226.87	Stair B	
52	TS	Corridors & Walls	16%		384.64				0		
		Technical Support SUBTOTAL			2,788.64				2,223.61		565.03
PARKING											
53		Assume 85 spots total									
TOTAL											
					63,128.36				60,446.99		2,681.37



## **APPENDIX: MANAGEMENT RESPONSE**



## APPENDIX: MANAGEMENT RESPONSE

<b>Report # 18.01</b>	<b>Martin Luther King Jr. Recreation &amp; Aquatic Center Project</b>	<b>Date: October 31, 2019</b>
<b>Recommendation 1:</b> The Department of Parks and Recreation should either require mobilization to be separately identified and approved as part of the original Schedule of Values, and subsequently substantiated by invoice and other backup documentation, or request the Law Department remove the language from contract documents.		
<b>Proposed Action:</b> The Department of Parks and Recreation (DPR) has subsequently required a separate line item for mobilization on other projects. The total amount not to exceed 2% of the total lump sum amount as indicated in the Design Criteria Package.		<b>Response:</b> Agree
<b>Person Responsible:</b> DPR Project Manager		<b>Implementation Date:</b> January 2018
<b>Recommendation 2:</b> The Department of Parks and Recreation should formalize the process by which a change directive becomes an addition or reduction to the contract value and is reflected as such on the pay application.		
<b>Proposed Action:</b> DPR will formalize the process on current and future projects.		<b>Response:</b> Agree
<b>Person Responsible:</b> DPR Project Manager		<b>Implementation Date:</b> October 2019
<b>Recommendation 3:</b> The Law Department should consider adopting contract language requiring the Design Builder to provide the following support for all line items of a change order: <ul style="list-style-type: none"> <li>Itemized detail from the subcontractor performing the work, to include labor, materials, equipment, subcontractor costs, and all markups</li> <li>Itemized detail from the Design Builder showing all markups and changes associated with the change orders (e.g. fee, insurances and bonds).</li> </ul>		
<b>Proposed Action:</b> DPR supports this recommendation as listed. This language should be added to Section 9.4, Contract Price Adjustments in the Standard Form of the General Conditions of the Contract.		<b>Response:</b> Agree
<b>Person Responsible:</b> DPR Project Manager		<b>Implementation Date:</b> October 2019

## APPENDIX: MANAGEMENT RESPONSE

### Recommendation 4:

The Department of Parks and Recreation should analyze documentation submitted to support change order costs.

**Proposed Action:** DPR will analyze documentation submitted to support change order costs, if any, on current and future projects.

**Response:**

Agree

**Person Responsible:** DPR Project Manager

**Implementation Date:**

October 2019

### Recommendation 5:

The Department of Parks and Recreation should thoroughly review drawings and specifications at 25%, 50% and 75% of design completion to prevent or limit design change orders on future projects.

**Proposed Action:** DPR thoroughly reviewed the drawings and specifications at the preliminary design, detailed design and final design phases. However, several design elements were requested after permitting. DPR will strive to control such requests on current and future projects.

**Response:**

Agree

**Person Responsible:** DPR Project Manager

**Implementation Date:**

October 2019

### Recommendation 6:

The Department of Parks and Recreation should require accurate and detailed supporting documentation, including evidence of payment to the subcontractors, for all allowance usages.

**Proposed Action:** DPR has and will require accurate and detailed supporting documentation for all Allowance usages on current and future projects.

**Response:**

Agree

**Person Responsible:** DPR Project Manager

**Implementation Date:**

October 2019

### Recommendation 7:

The Department of Parks and Recreation should require the Design Builder to update payment applications in the source software and resubmit with all corrections properly reflected. Additionally, the department should require the Design Builder to include updated schedules and a list of changed activities, as applicable when modifications are made to the payment application.


## APPENDIX: MANAGEMENT RESPONSE

<b>Proposed Action:</b> DPR will required the future Design Builders (DB) to update payment applications in the source software and resubmit with all corrections properly reflected. DPR will require the DB to include updated schedules and a list of changed activities as applicable when modifications are made to the payment application.	<b>Response:</b> Agree
<b>Person Responsible:</b> DPR Project Manager	<b>Implementation Date:</b> October 2019
<b>Recommendation 8:</b> The Department of Parks and Recreation should obtain updated certificates of insurance for all insurances to demonstrate contractual compliance with the insurance limits throughout the life of a given project.	
<b>Proposed Action:</b> DPR will obtain updated certificates of insurance for all insurance limits throughout the life of current and future projects.	<b>Response:</b> Agree
<b>Person Responsible:</b> DPR Project Manager	<b>Implementation Date:</b> October 2019
<b>Recommendation 9:</b> The Department of Parks and Recreation should include analysis of non-conforming work and actions to address non-conforming work with the project close-out package.	
<b>Proposed Action:</b> DPR will ensure the DB includes analysis of non-conforming work and actions to address non-conforming work with the project close-out package on current and future projects.	<b>Response:</b> Agree
<b>Person Responsible:</b> DPR Project Manager	<b>Implementation Date:</b> October 2019
<b>Recommendation 10</b> The Department of Parks and Recreation should maintain a log of RFIs.	
<b>Proposed Action:</b> DPR will request a log of RFIs from the DB on current and future projects.	<b>Response:</b> Agree
<b>Person Responsible:</b> DPR Project Manager	<b>Implementation Date:</b> October 2019



## APPENDIX: MANAGEMENT RESPONSE

Additionally, the Law Department had the following response to the contents of the report:



The City's standard construction agreement, as well as City Code 2-1201 among others, contains requirements regarding the required level of contractor detail. The standard agreement also allows using agencies to require additional information from the contractor, as required. The Law Department remains available to review this issue and suggest further language to be included in the City's construction agreements. Ultimately, however, the inclusion of these terms would be a policy/business decision.