

**ARENA CONSTRUCTION MANAGER AT RISK SERVICES  
EVENT NO. 6096**

**SECTION II  
SCOPE OF WORK**

**Broad Description of Project:** The purpose of this event is to receive proposals from qualified contractors for Construction Manager at Risk services. Electronic submissions will not be accepted for this proposal.

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## **I. INTRODUCTION**

The City of Savannah is seeking proposals for a construction manager at risk for the proposed arena. The project is expected to enhance the quality of life for the citizens of Savannah by:

- Attracting new events and entertainment
- Retain and better accommodate current events that are outgrowing existing venues
- Act as a catalyst for new development in the Canal District

Jones Lang LaSalle (JLL) has been retained by the City for Project Management Services. JLL shall act as the primary coordinator for procurement of all services. It is in this capacity that JLL solicits proposals for the project and services herein. Proposals may be all-inclusive or indicate a firm as the lead proposer with associated contractors for specific portions of the project. In such case, a clear management and project delivery plan will have enhanced importance in evaluation of the proposals.

The CMAR is expected to work closely with the architectural team during the design and construction phases of the arena project to help create a first-class facility to bring the project in on schedule and within budget. The City is looking to maximize Disadvantaged Business Enterprise (DBE) participation and Small Business Enterprise (SBE) participation through the City's Sheltered Market and Workforce Development programs further described in Attachment F.

## **II. PROJECT DESCRIPTION**

The City of Savannah proposes development of a state-of-the-art multipurpose arena. The new arena and surrounding canal district on Savannah's Westside is one of the largest projects to ever be undertaken by the City of Savannah. This proposal is specifically for the arena and its footprint and not for the surrounding development. The new arena site presents the opportunity to redevelop the Canal District to the west of West Boundary Street, creating a vibrant new center of activity in Savannah's core.

The arena should have state-of-the-art technology and be designed to maximize the fan experience with a focus on creating an intimate setting where all seating is close to the action. The types of finishes, the event facilities, premium seating opportunities, and the fan amenities must have signature elements that are innovative and remembered as Savannah. The City's ultimate objective is to build a first-class, sustainable arena that provides a flexible and usable sports and entertainment venue to the public. It is important that the uniqueness and functional appropriateness of these elements be of primary importance in the design effort.

The purpose of this solicitation is to receive proposals from qualified construction management firms who will provide the City with construction management at risk services for the development of an approximately 269,000 square foot arena. To minimize project risks and maximize this opportunity, the City is seeking a firm or team with demonstrated arena CMAR experience and expertise in the development of sports venues and specifically mid-sized, multipurpose civic arenas.

The proposed arena will contain approximately 9,000 seats, twelve (12) luxury suites, and 450 club seats in some form that responds to the Savannah market. Parking for the arena will be a combination of surface and structure parking totaling approximately 3,000 spaces. Structured parking will be a separate project and will consist of three (3) or more garages adjacent to and in the general vicinity of the arena.

## **III. PROJECT SCHEDULE**

The project schedule is included herein as Attachment C. The City will be seeking additional input from the selected design team and Construction Manager (CM) to refine the schedule.

The City anticipates that the design phase will take approximately one (1) year to complete and the construction

phase will take approximately two (2) years to complete. The City is interested in fast-tracking the project to the extent possible and would like to see early-release bid packages for a phased construction approach.

#### IV. ABBREVIATED SCOPE OF SERVICES

Refer to Attachment A, Basic Services Overview for additional information.

The selected CMAR firm will be responsible for providing the following services at a minimum:

1. Preconstruction services (review of design documents, cost and feasibility analyses, scheduling)
2. Bid and award services (recommend subcontract bidders for approval, bid package preparation and issuance, bid solicitation, subcontract awards)
3. Construction services (contract with subcontractors and suppliers, prepare and maintain schedules, supervise all work, conduct regular meetings, administer pay applications, obtain permits, coordinate and take responsibility for owner furnished materials)
4. Close-out services (transmit field changes for record documents, provide documentation for warranties and operations)

#### V. SELECTION PROCESS AND SCHEDULE

The City anticipates the following phases and activities associated with the selection process for the project team:

- |  |   |
|--|---|
| • Release of Request for Proposals       | April 27 <sup>th</sup> , 2018           |
| • Non-Mandatory Pre-Proposal Conference  | May 15 <sup>th</sup> , 2018 at 10:00 AM |
| • Deadline for Questions and/or Comments | May 21 <sup>st</sup> , 2018 at 12:00 PM |
| • Proposal Due Date/Public Opening       | May 29 <sup>th</sup> , 2018 at 1:30 PM  |
| • Shortlist established                  | Approx. June 12 <sup>th</sup> , 2018    |
| • Interviews with Shortlisted Companies  | Approx. July 10 <sup>th</sup> , 2018    |
| • Contract Award Date                    | Approx. August 2 <sup>nd</sup> , 2018   |

\*\*The City reserves the right to adjust this schedule of events as it deems necessary.

Proposals shall be evaluated by a selection committee. A short list may be developed and interviews conducted with those proposers deemed to be most qualified. The City reserves the right to conduct interviews of any or all proposers at the City's discretion. The City also reserves the right to request a best and final offer (BFO) and to re-score evaluations based on the best and final offer. Proposers may be required to provide clarification of their proposal as part of the BFO response.

Interviews:

Each interview will last approximately one (1) hour and fifteen (15) minutes. Further instructions and clarifications for interview will be issued to short listed companies. The project team, especially the proposed superintendent is strongly encouraged to attend the interview and be part of the interview process.

During the interview, the construction manager will need to convey why and how they feel their firm/team is the most qualified to deliver a state-of-the-art facility the City is seeking, how their firm/team will work with the architect to deliver the project within budget/schedule and how their team will maximize participation by qualified DBE and SBE companies.

## VI. EVALUATION CRITERIA

The primary criteria for the selection of the design firm/team will be as follows:

### General Requirements

- a. Current workload and ability to proceed promptly will be a factor in that this is a fast-track project and must proceed quickly.
- b. Willingness to abide by the City's Standard Form Agreement with few or no objections/changes.
- c. Provide statement regarding your firm's assurance that this engagement will not result in a conflict of interest.
- d. Other relevant factors impacting the quality and value of work.

### Basis of Award

- a. Relevant Firm Experience (20 points)
- b. Experience and Qualifications (20 points)
- c. Project Understanding (15 points)
- d. Approach to Project Management (10 points)
- e. DBE Vendor Participation (15 points)
- f. Local Vendor Participation (5 points)

### Relevant Firm Experience (20 points)

- a. Proposer's overall reputation, service capabilities, and quality as it relates to this project type. This includes the proposed project manager's and superintendent's experience in arena projects.
- b. List and briefly describe three (3) to five (5) comparable projects completed by your firm within the last ten (10) years or currently in progress. Include your firm's role and discuss contract amendment history, if applicable. At least three (3) of these projects must be ground up mid-sized civic arenas (7,000-12,000 seats) with at least one (1) having an ice sheet. For each project, include contract value and construction value (original value plus contract amendments, if applicable), project owner, project location, contact name and title, address, current/accurate telephone number, fax number, and email address.
- c. Experience with CM at Risk delivery on similar projects.
- d. Companies having experience with "destination developments" having mixed use components that may support an entertainment venue. Projects of similar scale and complexity is highly desired.
- e. A minimum of three (3) referrals and references from other projects and owners. If possible, references should be from the projects listed above and include at least one (1) owner and one (1) architect for those projects.
- f. List and describe any litigation, arbitration, and/or claims filed by your firm against any project owner or architect because of a contract dispute, any claim filed against your firm, termination from a project.
- g. Proposer's capacity and intent to proceed without delay if selected for this work.

### Experience and Qualifications (20 points)

- a. Describe each team member's position within the firm. Provide resumes of each proposed team member. Describe key team member's role in similar projects as described above.
- b. Briefly describe each team member's role on this project and experience in a similar role.
- c. Provide team experience working together on similar projects.
- d. Identify proposed partners. Describe their role in the project and key members of their team's experience in similar projects.
- e. Team members having experience with Civic Arena projects of a similar scale and complexity is highly desired.

### Project Understanding (15 points)

- a. Describe your understanding of the mission of this project. Describe both constraints and opportunities you see in this project and how you will address them.
- b. Identify and discuss any potential problems during design and construction relative to schedule, budget, and process. Discuss methods to mitigate those problems.

#### Approach to Project Management (10 points)

- a. Describe your firm's management approach and team organization during program verification, design and construction phases.
- b. Describe systems used for planning, scheduling, estimating, and managing construction services.
- c. Describe the firm's experience on quality assurance and dispute resolution.

#### Disadvantaged Business Enterprise – DBE (15 points)

- a. Disadvantaged Business Enterprise (DBE) Goals. See Attachment F.
- b. Participation of Disadvantaged Business Enterprises (DBE's) and local companies to Savannah is of importance to the City and should be addressed accordingly.
- c. No proposals will be deemed non-responsive due to this factor.

#### Local Vendor Participation (5 points)

A proposer or firm shall be considered a local vendor if it meets all the following requirements:

- a. The proposer or firm must operate and maintain a regular place of business with a physical address within the corporate limits of the City, and
- b. The proposer or firm must at the time of bid or quotation submission, have a current city business tax certificate issued by the City for at least one (1) year prior to the issuance of the requested competitive quote, bid, or proposal by the City (a post office box or temporary office shall not be considered a place of business), and
- c. The proposer or firm performs quantifiable services in the ordinary course and scope of its business with the skills, qualifications, and expertise necessary to execute its contractual obligations to the City.

#### Fee Proposal (15 points)

- a. Fee Proposal. See Attachment B.

## **VII. Proposal Submittal Instructions**

Proposer shall include the following at minimum:

1. Cover letter stating the intent of the proposer for this event. Cover letter must include acknowledgement of all addenda issued for this proposal. If addenda are not acknowledged in the cover letter, proposals will not be considered further.
2. Description of firm/team.
3. Legal company name, organization chart with names of key personnel, roles and companies.
4. Responsibility matrix for each firm.
5. Project Approach, including plans for:
  - Overall management, addressing all evaluation criteria. Organize this section based on the headings of each criteria item.
  - DBE participation.
  - SBE participation.
  - Workforce development.

6. Experience of firm(s) on similar projects within the past ten (10) years, especially experience with mid-sized arenas (7,000 to 12,000) with an ice sheet, built from the ground up.
7. One-page resumes for each key team member to include:
  - Indicate tenure with the company
  - Time commitment being proposed for the project
  - Proposed scope of work for the project
  - Highlight any experience related to similar projects
  - Current workload and any completion dates for these assignments
  - Provide references and telephone numbers
  - Identify which team members are LEED AP
8. Provide a fee proposal form using Attachment B
9. If there are any exceptions to the contract, those exceptions must be delineated in detail referencing specific articles.

Submission Instructions:

1. All proposals are due no later than 1:30pm EST on date referenced on the event summary page.
2. Proposals must be submitted manually to the Purchasing Division at 1375 Chatham Parkway, second floor, Savannah, Georgia, 31405.
3. Questions regarding this RFP are due in writing by 12:00pm EST on date referenced on the event summary page. All questions must be submitted in writing to the contact indicated on the event summary page. All questions and answers will be distributed in the form of addenda posted to the City's supplier portal.
4. Copies: One (1) unbound, printed and signed original, six (6) identical, printed copies, and one (1) electronic copy on a flashdrive of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.
5. Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package.

## VIII. PROPOSAL TERMS

1. The City reserves the right to cancel or modify the selection process at any time, to waive technicalities, to accept or reject any portion of proposals to create a complete package, and to not proceed with the project. The City further reserves the right to make reasonable modifications to the selected architect team or proposed consultants and to modify the range and scope of basic services.
2. Proposers' costs incurred in responding to this Request for Proposal are theirs alone and neither the City, nor JLL accept liability for any such costs.
3. The City supports the principles of equal opportunity and will not discriminate based on gender, race, color, national origin, religion, sexual orientation, age or disability in the selection of companies.

## **ATTACHMENT A**

### **BASIC SERVICES**

The following is the scope of services which will be required of the Construction Manager at a minimum. The following list of services is not intended to be exhaustive, and the Construction Manager is in all instances to provide professional support to the Owner and its consultants and agents according to the best and highest industry standard practices to help the Owner achieve its objectives in this project.

Each of the services listed below are to be provided as appropriate to the situation and as required by the Owner for any part of the project.

#### **1. PRE-CONSTRUCTION SERVICES DURING SCHEMATICS, DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS:**

- a. Review design during all phases of development. Advise on construction feasibility and cost, availability of materials, and time requirements.
- b. Recommend in writing alternative methods/materials to enhance the schedule, reduce cost, and facilitate construction.
- c. Prepare and present updated schedules.
- d. Provide quantity take-offs of Schematic, Design Development and Construction Documents and detailed line item estimated pricing as required by JLL and the Owner.
- e. Prepare and present updated detailed estimates of construction costs and anticipated draw schedule as required by JLL and the Owner.

#### **2. BID AND AWARD SERVICES:**

- a. Prepare a schedule of unit prices that may be required in the performance of work. These will include: detailed descriptions, unit of measurement, and unit price.
- b. Finalize list of recommended subcontract bidders for JLL's and the Owner's approval. Assist in preparing bid packages and issue bid packages to subcontractors/suppliers.
- c. Solicit at least three (3) bids per trade/supplier that is over \$5,000 in estimated value. Prepare a comprehensive analysis of bids, delineating areas and specific items of qualification or exclusion. Discuss recommendations of bids with JLL and upon receiving approval, award subcontracts

#### **3. CONSTRUCTION SERVICES:**

- a. Hire and contract directly with subcontractors and suppliers as required to perform and complete the work in the contract documents.
- b. Prepare and maintain complete schedule of construction updated for each weekly progress meeting. A final detailed, critical path methodology (CPM) schedule shall be submitted no later than 10 days to JLL following the award of the contract.
- c. Closely supervise all work, ensuring adherence to contract documents, specifications, quality standards, schedule and costs. The Construction Manager shall be solely and directly responsible for the establishment, implementation and management of all safety programs, on-site and off-site, related to this project. The Construction Manager shall provide the Owner, for information only and for no action on the part of the Owner, with a copy of its Safety Manual of Policies and Procedures. The Construction Manager shall immediately provide the Owner with copies of all safety reports, and copies of all safety violation notices from any governmental authority having competent jurisdiction.

- d. Conduct weekly or bi-weekly progress meetings with subcontractors, the Owner, JLL and the Architect. Create agendas, take minutes, highlight problems or required decisions, and administer corrections as specified by the project team.
  - 1. **Every weekly construction meeting must, at minimum, include the following: updated meeting minutes, listing of any critical items, current project budget summary, updated project schedule, updated RFI log, updated submittal log, updated potential change order log, updated change order log, and weekly progress photos.**
- e. Prepare and administer subcontractor payment application requests/invoices.
- f. Obtain all building permits and sub-trade permits and coordinate and manage all inspections.
- g. Coordinate with the Owner's forces, furniture installers, subcontractors, and vendors as well as contractors or designers who may be employed by tenants.
- h. Provide detailed pricing with detailed back-up documentation, as may be requested for changes to the Scope of Work, in a timely manner.
- i. Manage all aspects of approved changes to the scope of work. Construction Manager shall provide a rough order of magnitude (ROM) on all changes within three (3) days of receipt of same.
- j. In conjunction with the architect, create a comprehensive punch list and cause the resolution of each deficiency within fourteen (14) days after identification.

#### **4. CLOSE-OUT SERVICES:**

- a. Provide all documentation of guarantees, warranties, and manuals to the Owner within 30 days of substantial completion of the project. On behalf of the Owner and subject to the Owner's final review and approval, the Construction Manager shall accurately and correctly fill-out and complete all applications for manufacturer warranties, bonds and guarantees.
- b. Transmit all field changes on plans to the architect for inclusion in record set drawings in no more than three (3) month increments.
- c. Contractor shall coordinate receipt of and become solely responsible for any materials furnished by the Owner, as directed by the Owner.
- d. Coordinate all construction activities with the landlord. Hold a preconstruction meeting with the landlord before the commencement of any work.
- e. Agree to and abide by the landlord's building rules and regulations.
- f. **PREPARE A COMPREHENSIVE SUBMITTAL LOG ONE WEEK FOLLOWING CONTRACT AWARD AND SUBMIT TO JONES LANG LASALLE AND DESIGN TEAM FOR APPROVAL.**



**ATTACHMENT B**

**FEE PROPOSAL**

**ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV. ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ON THIS FORM.**

**Fee proposals shall be submitted on this form in a separate sealed envelope clearly marked Fee Proposal for Arena Construction Manager at Risk, RFP Event # 6096 and include the name of the proposer. Fee proposals will only be opened if after the initial evaluation, proposer is deemed to be qualified. Fee proposals will then be considered in relation to the qualification points awarded to determine the overall best proposal in terms of fees and qualifications.**

**All addenda must be acknowledged in the cover letter according to the terms set forth in Section VII of this RFP.**

Pursuant to and in compliance with the RFP, the undersigned, having become thoroughly familiar with the RFP and with the local conditions affecting the performance and costs of the work, and having inspected the site, hereby proposes and agrees to perform the work in accordance with the contract documents, including furnishing any and all labor, supervision, equipment, materials, transportation, and services to perform all operations required to complete the work and submit all reports in accordance with the contract documents:

The total compensation shall apply to all portions of the work, whether initially a part of the contract or added to the contract at the election of the Owner if additional renovation projects are undertaken.

**TOTAL PROPOSAL COST (the sum of the values set forth below): \$ \_\_\_\_\_**

**1. CONSTRUCTION FEE AND GENERAL CONDITIONS**

Construction Manager's Fee (including Overhead and Profit)  
\*\*expressed as a percentage of all subcontracted and self-performed costs

\_\_\_\_\_ %

Construction Manager's General Conditions – Management (Attachment B1)

\$ \_\_\_\_\_

Construction Manager's General Conditions – Non-Management (Attachment B2)

\$ \_\_\_\_\_

For all Change Orders - Construction Manager's Fee (including Overhead & Profit)  
\*\*expressed as a percentage of all subcontracted and self-performed costs

\_\_\_\_\_ %

For all Change Orders - Construction Manager's General Conditions-Management and Non-Management (fixed rate on all change orders expressed as a percentage of all subcontracted and self-performed costs)

\_\_\_\_\_ %

Please state the limitation on mark-ups that you would contractually impose upon the subcontractor/supplier communities for their overhead and profit:

For base contract work: \_\_\_\_\_ %

For all change order work: \_\_\_\_\_ %

**2. PRE-CONSTRUCTION FEE**

*Rates quoted below must include all payroll taxes, insurance and benefits – i.e., fully loaded except for fee.*

	<b>RATE</b>	<b><u>% OF TIME</u></b>	<b><u>TIME</u></b>	<b><u>TOTAL VALUE</u></b>
Project Executive	\$ _____/wk x	_____ % x	_____ wks	= \$ _____
Senior Project Manager	\$ _____/wk x	_____ % x	_____ wks	= \$ _____
Project Administrator	\$ _____/wk x	_____ % x	_____ wks	= \$ _____
Others; Define	\$ _____/wk x	_____ % x	_____ wks	= \$ _____
MEP Coordinator	\$ _____/wk x	_____ % x	_____ wks	= \$ _____
Site Civil Coordinator	\$ _____/wk x	_____ % x	_____ wks	= \$ _____
			<b>TOTAL</b>	\$ _____

**3. CLARIFICATIONS**

Offeror represents that: (check one)

- Offeror has no clarifications.
- Offeror has clarifications which are a part of this RFP and are explained in full detail under an attachment made hereto entitled "Clarifications."

#### **4. EXCEPTIONS/EXCLUSIONS**

Exceptions to this RFP, if any, must be declared in writing and submitted with the proposal.

Offeror represents that: (check one)

- Offeror has no exceptions.
- Offeror has exceptions which are a part of this proposal and are explained in full detail under an attachment made hereto entitled "Exceptions/Exclusions."

**Attachment B1**

**GENERAL CONDITIONS – MANAGEMENT COSTS (Not to Exceed Amount)**

*Note – this attachment is provided in a Microsoft Excel format. Please return this Excel document completed.*

	<u>Rate</u>	<u>% of Time</u>	<u>Time</u>	<u>Total Value</u>
Project Executive	\$ _____/wk	x _____%	x _____wks	= \$ _____
Senior Project Manager	\$ _____/wk	x _____%	x _____wks	= \$ _____
Assistant PM	\$ _____/wk	x _____%	x _____wks	= \$ _____
Superintendent	\$ _____/wk	x _____%	x _____wks	= \$ _____
Asst. Superintendent	\$ _____/wk	x _____%	x _____wks	= \$ _____
Other	\$ _____/wk	x _____%	x _____wks	= \$ _____
Other	\$ _____/wk	x _____%	x _____wks	= \$ _____
Other	\$ _____/wk	x _____%	x _____wks	= \$ _____
<b>Total Maximum Management General Conditions</b>				<b>\$ _____</b>

Please confirm the date through which the above rates are valid: \_\_\_\_\_

Are the rates quoted above fixed weekly amounts irrespective of any time actually required and spent in excess of 40 hours? \_\_\_\_\_

*Note: Please indicate with a N/A the items above that, in your opinion, do not apply to this project. Please indicate with an "incl" the items above that are included in your fee.*

**Attachment B2**

**GENERAL CONDITIONS – NON-MANAGEMENT COSTS (Not to Exceed Amount)**

*Note – this attachment is provided in a Microsoft Excel format. Please return this Excel document completed.*

- 1) Field Engineering Labor = \_\_\_\_\_
- 2) Field Engineering Equipment and Supplies = \_\_\_\_\_
- 3) Field Project Office = \_\_\_\_\_
- 4) Safety Supervisor Inspections = \_\_\_\_\_
- 5) Fire Extinguishers and Safety Equipment and Labor = \_\_\_\_\_
- 6) Office Furniture = \_\_\_\_\_
- 7) Office Supplies = \_\_\_\_\_
- 8) Postage = \_\_\_\_\_
- 9) Federal Express/Courier Service = \_\_\_\_\_
- 10) Miscellaneous Printing = \_\_\_\_\_
- 11) Copy Machine and Paper = \_\_\_\_\_
- 12) Office Equipment = \_\_\_\_\_
- 13) Telephone and Fax Services = \_\_\_\_\_
- 14) Computer Charges = \_\_\_\_\_
- 15) Personal Computers = \_\_\_\_\_
- 16) Janitorial Services = \_\_\_\_\_
- 17) Miscellaneous Small Tools and Consumables = \_\_\_\_\_
- 18) Dumpster Rental = \_\_\_\_\_
- 19) Dumpster Pulls = \_\_\_\_\_
- 20) Vehicle Rental = \_\_\_\_\_
- 21) Vehicle Fuel, Maintenance and Repair = \_\_\_\_\_
- 22) Vehicle Insurance = \_\_\_\_\_
- 23) All Risk Builder’s Risk Insurance (Add-Alternate) = \_\_\_\_\_
- 24) Excess Liability Insurance = \_\_\_\_\_
- 25) AGC Fees = \_\_\_\_\_
- 26) Construction Equipment Freight and Insurance Charges = \_\_\_\_\_
- 27) Independent Testing, Inspection, and/or Special Inspections = \_\_\_\_\_
- 28) Project Scheduling Services = \_\_\_\_\_
- 29) Project Accounting Services = \_\_\_\_\_
- 30) Construction Clean-up = \_\_\_\_\_
- 31) Final Clean-up = \_\_\_\_\_
- 32) Other = \_\_\_\_\_

**Total Maximum Non-Management General Conditions** \$ \_\_\_\_\_

*Note: Please indicate with a N/A the items above that, in your opinion, do not apply to this project. Please indicate with an “incl” the items above that are included in your fee.*

# ATTACHMENT C

## PROJECT SCHEDULE

### SCHEDULE MILESTONES

The included project schedule is a list of milestone dates and targeted durations for each task. The City will be seeking additional input from the selected design team and CM to refine the schedule. The City is interested in fast tracking the project to the extent possible and would like to see the development of early-release bid packages for a phased construction approach.

- RFP Process – CMAR firm / team April 27<sup>th</sup>, 2018
- Award and City Council Approval (*2-month duration*) on or around August 2<sup>nd</sup>, 2018
- Design Kick-off Meeting on or around July 3, 2018
- Demolition Package (*4-month duration*) on or around November 1, 2018
- Early Release Package – Site work (*6-month duration*) on or around January 1, 2019
- Material Completion on or around on or around March 1, 2021

\*\*The City reserves the right to adjust this schedule of events as it deems necessary.

## ATTACHMENT D

### AGREEMENT

#### I. GENERAL TERMS

1. Construction Manager shall be completely responsible for the construction of the Project in accordance with the construction documents which will be included under the Contract.
2. Construction Manager must be licensed to do business in the State of Georgia.
3. Construction Manager will be responsible for all Federal, State, Local or other taxes associated with this project other than Owner-supplied equipment and shall submit a statement upon the conclusion of the project certifying that such payments have been made.
4. The Construction Manager will be required to solicit competitive bids for each subcontract trade, or material supplier where no subcontractor is involved in the procurement of materials that is over \$5,000 in value. All subcontractor selections require the review and approval of JLL.
5. The subcontractor selection and negotiation process may be conducted jointly with the Construction Manager, JLL and the respective subcontractor and will be documented by the Construction Manager.
6. All OSHA required equipment must be supplied in the Construction Manager's field office. Equipment rentals made through the Construction Manager's home office (equipment owned by the Construction Manager) will not be reimbursed by the Owner.
7. Construction Manager must supply waivers-of-lien in language and form acceptable to the Owner for all payment applications, and commencing with Construction Manager's second application partial waivers-of-lien from all subcontractors and suppliers.
8. The Construction Manager will be responsible for maintaining an accurate working set of drawings and specifications on the job site at all times and will be responsible for ensuring all subcontractors maintain and build by the most current and accurate set of documents.
9. The Construction Manager will be responsible for verifying the accuracy of all record as-built drawings. Construction Manager will be required to maintain dimensional accuracy of these drawings. Any changes made by the Construction Manager or subcontractor whether in the field or on shop drawings must be shown on these drawings. The A&E will be responsible to update CAD drawings based on modifications/substitutions submitted in shop drawings/submittals.
10. The Construction Manager shall turnover such as-built drawings to the Architect at 3-month intervals. Notwithstanding outstanding incomplete or corrective work, retainage will be held until the as-built drawings are accurate and accepted by the Architect and Jones Lang LaSalle. As-built drawings must be complete and ready for record-set submission no later than four (4) weeks after beneficial occupancy by the Owner for each space delivered.
11. The Construction Manager will be responsible for the distribution and tracking of all shop drawings/submittals. The Construction Manager will be required to overnight or courier packages to the Architect, Engineers and Development Manager, and remaining distribution will be sent via regular mail and or electronically where applicable. Packages to the subcontractors/suppliers cannot be released without prior approval of the Architect and Engineers. **Following the award of the contract, the Construction Manager will have one week to prepare and submit a procurement, buy-out and submittal schedules, to JLL and other persons designated by the Owner, delineating the timeframe for subcontractor buy-out, submission of shop**

**drawings, cut sheets, samples and identify the dates by which all long-lead items are expected to arrive on site for installations.** The Construction Manager will be expected to track the individual submittal schedules to ensure submissions are made according to the schedules. Prior to distributing each submittal, the Construction Manager shall review each submittal for accuracy.

12. The cost for additional shop drawing review(s) required by the Architect and Engineers resulting from shortcomings and/or errors by sub-trade and/or Construction Manager will be back-charged to the Construction Manager.
13. Construction Manager will be responsible for recording and providing all progress meeting minutes, and progress reports including all appropriate tracking logs (Buy-Out Logs, Submittal Logs, Long-Lead Tracking, RFI's, Potential Change Orders, Change Orders, etc.) in a timely manner.
14. Construction Manager is required to have the ability to communicate from the site via electronic e-mail with all members of JLL's and the Owner's project team.

## II. COMPENSATION PROVISIONS

### 1. **GMP**

In consideration of the performance of the Construction Manager's work, the Owner agrees to pay the Construction Manager as compensation for its services, a Fixed Percentage Fee (Overhead and Profit) of the subcontracted cost under a (GMP) Guaranteed Maximum Price format, which shall be paid proportionately in accordance with the approved schedule of values, subject to retention, on a monthly basis. Any remaining balance of the fee shall be paid at the time of final payment. Items included in this Fixed Percentage Fee are as follows:

- a. Salaries (burdened) or other compensation of Construction Manager's employees at the main office and branch offices, except employees approved to be covered under the General Conditions cost of the work.
- b. Operating expenses of Construction Manager's main and branch offices, other than the project field office.
- c. Any part of Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Project.
- d. Overhead or general expenses and taxes of any kind and insurance, for the home office(s).
- e. Profit.

### 2. **GENERAL CONDITIONS**

The Owner further agrees to pay the Construction Manager for its General Conditions a **not-to-exceed amount** which shall be paid at actual cost, subject to retention, on a monthly basis.

The Construction Manager shall specify in its response to this RFP when General Conditions charges begin and end for this project, and the total number of weeks that General Conditions will be charged.

### 3. **COST OF THE WORK**

The term Cost of the Work shall mean costs necessarily incurred in the Project, approved by the JLL and the Owner and paid by the Construction Manager in accordance with the Guaranteed Maximum Price. Such costs shall include the items set forth below:

- a. JLL and Owner approved actual lowest qualified bid of subcontracted work
- b. JLL and Owner approved actual lowest qualified bid of self-performed work
- c. All materials and equipment



- d. All sales, use, gross receipts or similar taxes explicitly related to the Project imposed by any governmental authority.
- e. Permit costs

4. **SELF-PERFORMED WORK**

The Construction Manager may elect to propose self-performed work. In this instance, the Construction Manager must describe, as part of its response to this RFP, all portions of the work it proposes to perform directly with its own forces.

However, the Construction Manager will still be required to competitively bid such work to independent subcontractors, and the Construction Manager agrees to submit its own sealed competitive bid for any such work it proposes to self-perform.

The Owner, in its sole and absolute discretion, is not bound to use the Construction Manager's own forces for any reason, and may require the Construction Manager to hire and engage a subcontractor(s) to perform the work.

Any and all labor rates for self-performed work shall always include full fringe benefit burden, and all taxes, overhead and profit.

Please confirm on a percentage basis how much work your firm may or would expect to self-perform at the trade level.

## **ATTACHMENT E**

### **MASTER PLAN DRAWINGS AND PRELIMINARY PROGRAM**

The included Master Plan Drawings & Preliminary Program are for reference only. A Feasibility Study was conducted by Barrett Sports Group (BSG) for the City of Savannah, which included a proposed layout for the site as well as a building program and an overall project budget. The BSG Study contained an old version of the site design which is no longer valid. The new site design and updated Master Plan (dated November 12, 2017) show the revised and currently proposed building location per the Owner's desires. This new building location will have impacts on the overall site work, storm drainage, flood plain mitigation, etc. as included in the BSG Study and will need to be addressed accordingly.

A portion of the BSG Feasibility Study showing the proposed building program and updated Master Plan are included herein as Attachment G. The full BSG Feasibility Study (Volumes 1 & 2) can be downloaded on the City of Savannah website per the below instructions.

A final building program will be provided by the Owner and JLL, either as an addendum during the RFP process or prior to final negotiation with the selected firm or team. Buy-in to the final program once completed, will be necessary and expected of the Architect prior to reaching a final agreement.

## ATTACHMENT F

### PARTICIPATION GOALS (DBE, HIRE SAVANNAH)

The City of Savannah desires that this project have the strongest possible participation of Disadvantaged Business Enterprises (DBEs). DBE companies must have a current certification with the Georgia Department of Transportation (GDOT) or an approved certifying agency. Proposers should embrace this goal and demonstrate meaningful DBE participation in the project as follows:

#### I. Prime Contractor Level DBE Participation

Meaningful DBE participation may take the form of a teaming agreement, partnership, mentor-protégé relationship, joint venture, or similar relationship wherein the DBE partner shares in a significant portion of management responsibility and profit-making potential. The proposer shall:

- a. Provide names of DBE companies that are part of prime contractor bid team.
- b. Provide a copy of teaming, joint venture or other equivalent agreement(s) between parties on prime contractor bid team setting forth roles and responsibilities and profit-sharing arrangements.
- c. Describe roles and responsibilities of each company and its employees.
- d. Provide anticipated percentage of DBE participation for each participant on the team.
- e. Provide letter of commitment from lead firm, addressed to the City of Savannah, regarding association with each participant on the prime contractor level team.
- f. Provide letters of commitment from each DBE firm, addressed to the City of Savannah regarding association with lead firm.

#### II. Prime Contractor Level DBE Participation

The proposer shall provide a written plan for how it will ensure that DBE companies have the maximum possible opportunity to participate in prime and second tier sub-contracts that will be available for this project.

- a. The plan should include the proposer's best estimate of the percentage of DBE participation (based on subcontract values) it expects to be able to achieve in this project from subcontractors.
- b. The plan shall include estimated dollar amounts of subcontract values that are used to estimate an overall proposal from the proposer.

Points will be allocated based on each respondent's proposed DBE goal, with the maximum points of four (4) being awarded to the respondent who submits the highest proposed DBE goal at the prime contractor level, and six (6) being awarded to the respondent who submits the highest proposed DBE goal at the sub-contractor level.

Points will be allocated to each respondent by using the following mathematical calculation:

In the case of the award based on the prime contractor level:

$$\frac{\text{Respondent's Proposed DBE Goal}}{\text{Highest Proposed DBE Goal}} \times 6 = \text{Weighted Score}$$

In the case of the award based on the sub-contractor level:

$$\frac{\text{Respondent's Proposed DBE Goal}}{\text{Highest Proposed DBE Goal}} \times 9 = \text{Weighted Score}$$

### III. Satisfaction of DBE Goals; Good Faith Effort

The process by which the City determines whether an Offeror has met the City's DBE goal is set forth in the guidelines below:

- a. A bid shall be considered non-responsive unless a bidder meets either the DBE goal established for the contract or demonstrates good faith effort to meet the DBE goal.
- b. In order to meet the DBE goal of a solicitation, a bidder entity must submit the following information:
  - i. The names and addresses of each DBE that will participate in the contract;
  - ii. A description of the work that each DBE will perform;
  - iii. The percentage of the contract value that each DBE will receive.
  - iv. Written documentation, in a form acceptable to the City's Office of Business Opportunity ("OBO"), of the bidder's commitment to use each DBE whose participation the bidder submits to meet the contract goal; and
  - v. Written confirmation, in a form acceptable to OBO, from each DBE that it will participate in the contract as indicated by the bidder.
- c. The bidder should submit the above information as follows:
  - i. Under sealed bid procedures, the information should be provided with the sealed bid response; or
  - ii. Under requests for letters of interest or requests for proposals, the information should be provided with the initial letter of interest or proposal.
- d. If the information required by section (b) above is not provided in accordance with section (c) above, the information must be provided to the City of Savannah within three (3) business days after OBO notifies the bidder that it has not provided all the required information with its response. Failure to provide the City of Savannah with this information within such three (3) business days may be cause for the response to the solicitation to be deemed non-responsive.
- e. Determination of Good Faith Effort.
  - i. A bidder shall not be denied award of a contract due to failure to meet the assigned contract goal if the bidder timely (within the timeframes provided in paragraphs (c) and (d) above, as applicable) provides documentation demonstrating the bidder's good faith effort to meet the goal, as determined by the Program Coordinator. In making such determination, the Program Coordinator shall consider the quality, quantity, and extent of the various efforts that the bidder has made to meet the goal.
  - ii. The efforts that may be considered by the Program Coordinator include, but are not limited to:
    1. Soliciting through activities such as attendance at pre-bid meetings, advertising, or written notices, the interest of certified DBEs (or DBEs eligible for certification) that have the ability and capacity to perform the contract work. The bidder must solicit this interest in a timely manner to allow the DBEs to respond to the solicitation. The bidder must take appropriate steps to follow up initial solicitations of DBEs.
    2. Identifying the portions of the contract that could reasonably be performed by a DBE in order to increase the likelihood that the DBE goals will be achieved. This may include, where appropriate and commercially practicable, separating contract work items into segments more appropriate for participation by DBEs.
    3. Providing each interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner.
    4. Negotiating in good faith with each interested DBE. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and explaining why an agreement could not be reached with an interested DBE to perform the work. The fact that there may be some additional costs involved in subcontracting with DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such additional costs are reasonable, as determined by the Program Coordinator in his or her sole discretion.
  - iii. In determining whether a bidder has made a good faith effort, the Program Coordinator may also consider the level of participation proposed by the bidder and the level of participation

proposed by other bidders. The closer the bidder's proposed participation is to the goal or to the proposed participation by other bidders, the greater the indication of good faith by the bidder.

#### **IV. Hire Savannah Program Participation**

- a. The City of Savannah seeks to increase the utilization of the local workforce to the greatest extent possible on City contracts. To achieve this priority, the City of Savannah Mayor and Aldermen endorse efforts to establish hiring agreements with businesses benefitting from municipal contracts with the City to hire local workers residing in the city of Savannah, Georgia.
- b. To the extent otherwise permitted by law, the requirements of the Hire Savannah Program shall be included in all bid awards of \$100,000 or more for covered services and \$250,000 or more for construction-related services as a method of inducing contractors to hire qualified workers who reside in Savannah, Georgia.
- c. To assist contractors in maximizing local labor use, the City of Savannah has partnered with WorkSource Coastal (WSC). WSC assists employers and job seekers in meeting job training and employment needs throughout the ten-county coastal region including Savannah and Chatham County. WSC will post contractor job openings, coordinate recruitment among partner agencies, and refer qualified candidates to contractors for hiring consideration. Additional employer services are also available through WSC, including federally-subsidized training and/or wages for eligible activities.
- d. The Contractor is fully responsible for the work performed under the contract, and this responsibility is not in any way diminished by the use of labor supplied by WSC, nor is the City of Savannah or WSC accepting any responsibility for non-compliance with the contract due to the performance, or lack thereof, on part of labor supplied by WSC.
- e. The Contractor is responsible for the compliance of all contractors providing services under the Covered Contract, including subcontractors and lower-tier subcontractors but excluding material manufacturers and suppliers, with the requirements of the Hire Savannah Policy.
- f. In responding to this solicitation, the bidder/proposer shall complete a Hire Savannah Agreement, indicating that it agrees to be bound to contractual obligations to use good faith efforts to meet Hire Savannah Program requirements and hire Qualifying Workers residing in Savannah, Georgia.
- g. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

## SECTION 01310

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS

The City of Savannah actively encourages employment and participation of small and disadvantaged businesses in all City contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontracts, and opportunities for project area residents.

It is the policy of the City of Savannah that disadvantaged business enterprises (DBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize DBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has established an XX% DBE goal for this project.

In order to determine compliance, bidders shall **submit the following completed documents in a separate sealed envelope** clearly marked with the bid number, project name and number and **marked (Section 1310 Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 01310-3) and;
2. Proposed schedule of disadvantaged business enterprise participation (Sec. 01310-4) and;
3. Documentation of Good Faith Efforts [**Submit only if the goals are not met.**]

**Failure to submit the required documents shall result in the bid not being read or considered.**

Suggestions to help meet the goal:

- ✓ Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of DBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from DBE subcontractors or suppliers. [**Advertisement should appear at least 10 days prior to bid due date, unless the City's solicitation period is shortened.**]
- ✓ Designating portions of the work for DBE subcontracting in trades with established availability of DBE subcontractors.
- ✓ Providing a minimum of 10 days' notice prior to the Bid due date to DBEs when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

Any attempt to submit false information, will result in a recommendation that the bidder be debarred from participating in future City contracts.

The contractor is required to fulfill any DBE utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. **Written approval is required prior to any substitution.**

The contractor will maintain records and information necessary to document compliance with Good Faith Effort requirements, and the City shall have the right to inspect such records.

Any DBE listed in the completed form entitled “Proposed Schedule of DBE Participation” (Section 01310-4) must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of DBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City’s evaluation process.

No bidder shall enter into an agreement with any DBE that would in any way limit the DBE’s opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the bidder non-responsive to this bid solicitation.

The following resources are available to aid bidders in complying with this section:

**The State of Georgia Department of Transportation** maintains a website listing of Disadvantaged Business Enterprises located at [www.dot.ga.gov/PS/Business/DBE](http://www.dot.ga.gov/PS/Business/DBE)

**Chatham County** Purchasing Department maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 652-7860.

**GA Tech Procurement Assistance Center** maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 963-2524.

**Savannah/Hilton Head International Airport Commission** maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 964-0514 or visit the website at [www.savannahairport.com](http://www.savannahairport.com)

**Small Business Assistance Corporation** maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 232-4700 or visit the website at [www.sbacsav.com](http://www.sbacsav.com).

## NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, women, and individuals belonging to other socially and economically disadvantaged groups;
- (3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

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Signature

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Title



**PROPOSED SCHEDULE OF DBE PARTICIPATION**

Any DBE listed in this completed form must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of DBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

Name of Bidder/Proposer: \_\_\_\_\_ Bid No. \_\_\_\_\_

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

**NOTE: Proof of DBE certification must be attached to this completed form for all companies listed in the table below.**

Name of DBE Participant	Telephone	Email	Address (City, State)	DBE? (Y/N)	Type of Work Sub-Contracted	Sub-contract Value (%)	Sub-contract Value (\$)
						%	
						%	
						%	
						%	
						%	
						%	
Total Base Bid							\$
Total Proposed DBE Subcontracts							\$
Bidder's Proposed DBE Participation							%

The undersigned will enter into a formal agreement with the DBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah. The Prime's subcontractors' subcontractors must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. It is the responsibility of the Prime contractor to ensure compliance by all subcontractors.

**Joint Venture Disclosure**

If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the disadvantaged joint venture firm.

Joint Venture Companies	Level of Work	Financial Participation

Printed name (company officer or representative): \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Disadvantaged Business Enterprise

**GOOD FAITH EFFORT**

\_\_\_\_\_  
Prime Company Name

\_\_\_\_\_  
Bid Date

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

\_\_\_\_\_  
Event Number

**If you have failed to secure DBE participation or if your DBE participation is less than the City's project goal, you MUST complete this form.**

If the bidder's method of compliance with the DBE goal is based upon demonstration of a good faith effort, the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City. Compliance with each item, 1 through 4 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the bidder.

**This form must be submitted in its entirety with supporting documentation in a separate sealed envelope with your bid prior to the time of bid opening. Failure to comply will result in the bid being considered non-responsive and the bid will not be read or considered.**

- 1.) Please list each and every subcontracting and/or supplier opportunity (DO NOT LIST NAMES OF COMPANIES) which will be used in completion of this project, regardless of whether it is to be provided by a DBE or non DBE.

(Use additional sheets, if necessary)

List of:  
Subcontracting Opportunities

List of:  
Supplier Opportunities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.) Did you obtain a current list of DBE companies?

\_\_\_\_\_ Yes

Date of Listing \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_ No

Source \_\_\_\_\_

3.) Please indicate subcontract or supplier list categories for which potential DBE bidder lists were provided? Provide detail of how these DBEs were solicited.

_____	_____
_____	_____
_____	_____

4.) **Please attach the following:**

(1) Completed Good Faith Effort Log see: 1310-7 Log

(2) Evidence of solicitation to prospective DBE companies, such as advertisements, copies of solicitation letters, faxes, emails and other to substantiate efforts.

***DEMONSTRATION OF GOOD FAITH EFFORTS MUST INCLUDE ALL ITEMS OUTLINED IN THIS SECTION.***

SECTION 01437  
DBE PARTICIPATION REPORT

**IMPORTANT NOTICES**

- The DBE Participation Report (Form 01437) must be submitted to the City of Savannah **Contract Analyst** and the **Office of Business Opportunity** with each pay request. Failure to submit this form can result in no credit toward contracted DBE requirements and a possible delay in monthly progress payments.
- The Prime Contractor/Consultant **may not change DBE companies without prior written approval of the City.** Contractors/Consultants may use the Add/Change of DBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of DBE Participation (Section 01310). Any unauthorized substitution of DBE subcontractors can result in withholding of payments for up to 30 days until compliance is reestablished.
- Documentation providing proof of payments to DBEs for work on this project shall be kept on file and available for inspection by City staff.

PROJECT NAME & NUMBER: \_\_\_\_\_ DATE \_\_\_\_\_ REPORT NO. \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT \_\_\_\_\_ CONTRACT AMOUNT (\$) \_\_\_\_\_

DBE GOAL 18%  This is the final project report. End Date: \_\_\_\_\_

DBE INFORMATION					DBE PAYMENTS			
APPROVED DBEs	DESCRIPTION OF WORK or SUPPLIES	DBE CONTACT PERSON	DBE CONTACT PHONE #	DBE CONTACT EMAIL	ORIGINAL SUBCONTRACT AMOUNT	PAYMENT DATE(S)	TOTAL PAID THIS PERIOD	TOTAL PAID TO-DATE

Total DBE Paid To Date: \$ \_\_\_\_\_ %

**CONTRACTOR:** I hereby certify this information is true and correct; and supporting documentation is on file and available for inspection by the City at any time.

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CITY OF SAVANNAH

This report has been reviewed for DBE contract compliance.

SBO Compliance Coordinator \_\_\_\_\_ DATE \_\_\_\_\_

## INSTRUCTIONS TO CONTRACTOR/CONSULTANT

To receive credit toward contracted DBE goals, the Prime Contractor/Consultant must complete and submit this form with each Request for Periodic Payment, beginning with the first payment request. An additional copy of this section must be submitted **to the SBO Compliance Coordinator**. The Office of Business Opportunity may be contacted by phone at (912) 652-3582 or by fax at (912) 651-3175. **Failure to submit this form may result in no credit toward the contract DBE requirements and a delay in monthly progress payment.**

1. Project Name: The official name of the project as stated on the contract
2. Date: Date Report is being submitted
3. Report Number: Reports must be consecutively numbered.
4. Contract Amount: Total amount of the contract to be paid to the Prime Contractor/Consultant by the City of Savannah for completion of the project.
5. DBE Goals: Enter the contracted DBE Goals per the signed agreement.
6. Final Project Report: Place an "X" or checkmark in this box when the project has been completed and the report submitted is the final payment report. Enter the date of project completion.
7. DBE Information: ONLY DBEs that have been verified and approved by the City of Savannah DBE Office, from the Prime Contractor's/Consultant's "Proposed Schedule of DBE Participation" may be included on the payment report. NO SUBSTITUTIONS OR CHANGES IN GOALS MAY BE MADE without prior written approval by the City.
8. DBE Payments: Enter the actual amount of the subcontract agreement for each approved DBE, the date of any payments occurring within the report period, the amount of the payments to each DBE during this period and the total each DBE has been paid-to-date.
9. Earnings-to-date: Enter the total amount paid to date to all DBE subcontractors.
10. Contractor Certification: The contractor or his authorized representative must sign this form prior to submittal. Signature indicates that all information is true and correct and documented proof of all information is on file and available for City of Savannah review at any time.

## GENERAL INFORMATION

**The prime contractor/consultant may not change DBE companies without prior written approval of the City of Savannah Office of Business Opportunity. Approval cannot be obtained from the City's Project Manager, Contract Analyst or other City of Savannah employees. Contractors/Consultants must use the Add/Change of DBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of DBE Participation (Section 01310). **Any proposed changes must meet established DBE goals and conform to contract regulations and DBE Program Requirements.****

If the prime contractor/consultant in its bid/proposal included any second or lower tier subcontractor/sub-consultant/supplier towards meeting the goal, it is the sole responsibility of the prime contractor/consultant to ensure all DBE companies have been reviewed and approved by the City of Savannah and to document all subcontracting/sub-consulting and/or supplier participation dollars counted towards the goal, irrespective of tier level. Upon completion of the work, a final "DBE Participation Report" will be required and submitted with the final pay request.

As per the City's contract, the City's SBO policy, and signed participation reports: the prime contractor/consultant certifies all DBE payment information to be true and correct, to have all supporting documentation on file and to make copies of this documentation available to the City of Savannah. **Prime contractors/consultants will periodically be required to provide copies of payment documentation** for DBEs being counted toward the DBE goal (including the prime contractor/consultant, if it is a DBE and being counted toward the goal). Failure to comply with the City's request to provide the required documentation may cause the City to withhold payments due the prime contractor/consultant until compliance is attained. Payment documentation includes but is not limited to:

- signed sub-contracts with DBEs being utilized in meeting the project's DBE goals
- DBE invoices for payment related to the project
- proof of payment of DBE invoices related to the project

## HIRE SAVANNAH AGREEMENT

<b>Event #:</b> 6096	<b>Event Name:</b> Arena Construction Manager at Risk
<b>Bidder/Proposer Name:</b>	

The City of Savannah Mayor and Aldermen have established a priority to increase the utilization of the local workforce to the greatest extent possible on City contracts. To achieve this goal, the City has established the Hire Savannah Policy and Program which shall be included in all eligible bid awards of \$100,000 or more for covered services and \$250,000 or more for construction-related services as a method of inducing contractors to hire qualified workers who reside in Savannah, Georgia.

Contractors responding to this solicitation are required, as an issue of responsibility, to indicate that it agrees, if awarded a Covered Contract, to be bound to contractual obligations requiring it to use good faith efforts to meet the Hire Savannah Program requirements. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

A "Covered Contract" is a City-awarded contract that: (a) is not subject to state or federal requirements that prohibit or pre-empt the application of this Program to the contract; and (b) pays the Contractor \$100,000 or more for covered services or \$250,000 or more for construction-related services. "Construction-related Services" means services purchased by the City that involve construction, demolition, alteration and/or repair of city buildings, city public works or other city facilities.

Covered Services include the following services purchased by the City: food preparation or distribution; security services; routine maintenance services, such as janitorial, cleaning, refuse removal, recycling collections, and other similar services for normal upkeep of facilities; repair or refinishing services for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance replacement of parts, and other activities needed to preserve the asset; clerical or other nonsupervisory office work, whether by temporary or permanent personnel; printing and reproduction services; and landscaping, lawn, or agricultural services. Covered Services does not include professional services, which are those technical services provided by an individual licensed Georgia professional or a registered professional consultant, including but not limited to lawyers, architects, engineers, and other design consultants.

The City of Savannah Hire Savannah Policy is posted on the City of Savannah website. By signing below, the Bidder/Proposer affirms that it has read, understands and agrees to be bound by the terms and conditions of the Hire Savannah Policy.

**The undersigned hereby agrees to the terms and conditions set forth in this agreement.**

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

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

Company Official/Representative: \_\_\_\_\_

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

Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating companywide that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program\* [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), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

BY:

_____ Contractor Name	_____ Date
_____ Signature of Authorized Officer or Agent	_____ Printed Name of Authorized Officer or Agent
_____ Title of Authorized Officer or Agent of Contractor	

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

\* \* \* \* \*

## **Instructions for Completing Contractor Affidavit and Agreement Form**

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf).) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”



## ***Affidavit Verifying Status for City of Savannah Benefit Application***

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for \_\_\_\_\_ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_

Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

\* \_\_\_\_\_  
Alien Registration number for non-citizens.

Notary Public  
My Commission Expires:

***Instruction for Completing Systematic Alien Verification  
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

## **ATTACHMENT G**

### **OFF-SITE IMPROVEMENTS (SCOPE OF WORK)**

A final building program will be provided by the Owner and JLL, either as an addendum during the RFP process or prior to final negotiation with the selected firm or team. Buy-in to the final program once completed, will be necessary and expected of the Architect prior to reaching a final agreement.