

PROJECT MANAGEMENT AGREEMENT

THIS PROJECT MANAGEMENT AGREEMENT (the "Agreement") is made as of the 15th day of March, 2018, by and between JONES LANG LASALLE AMERICAS, INC., a Maryland corporation ("JLL"), and The Mayor and Aldermen of the City of Savannah, a Georgia Municipality ("Client").

WITNESSETH:

WHEREAS, Client wishes to retain JLL to provide project management services on the following terms and conditions with respect to the project described in Exhibit A attached hereto (the "Project"); and

WHEREAS, JLL wishes to provide such services on the following terms and conditions.

NOW THEREFORE, in consideration of the payment hereinafter specified to be made by Client, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

SECTION I. SCOPE OF SERVICES

1.1 Basic Services. On the terms and conditions set forth herein, JLL shall perform the project management services described in Exhibit B ("Services") with respect to the Project. JLL shall use all reasonable good faith efforts to perform the Services in accordance with the schedule set forth in Exhibit A. The execution by Client and JLL of this Agreement shall constitute JLL's authority to proceed in providing the Services with respect to the Project.

1.2 Additional Service Providers. Client and JLL acknowledge and agree that, in order to complete the Project, Client will require the services of numerous other professional service providers, including potentially one or more architects, space planners, engineers, general contractors, interior decorators and/or other consultants and contractors in connection with the Project ("Additional Service Providers"). JLL shall assist Client in procuring and selecting, and shall cooperate with and coordinate, such Additional Service Providers in order to achieve Client's objectives for the Project. At the request of Client, JLL shall advise Client with respect to the use of any Additional Service Providers needed for the efficient and orderly completion of the Project; but it is expressly agreed and understood that JLL shall not be responsible for the engagement of any Additional Service Providers, and all Additional Service Providers shall be engaged directly by Client and shall be compensated by Client. Client acknowledges and agrees that JLL's obligation under this Agreement is to use all commercially reasonable efforts to cause the Project to be completed in accordance with all plans, budgets and schedules approved by Client, in accordance with the standards generally applicable to the project management industry, but that JLL shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and shall not be liable for the errors, omissions or breaches of contract by any other party providing goods or services to the Project, including the Additional Services Providers. JLL, however, shall promptly notify Client when it reasonably anticipates that the Project cannot be constructed in accordance with the plans, budgets and schedules approved by Client and shall work with client to attempt to correct any such deficiencies in the most economical and efficient manner available.

SECTION 2. JLL'S DUTIES AND STATUS

2.1 Service Standards. JLL shall perform the Services with care, skill, and diligence, in accordance with the standards applicable generally to professionals performing similar services on projects of similar size and complexity and in the same geographic location as the Project. JLL agrees to use good faith efforts to expedite the performance of all services and obligations required under this Agreement and any other agreements entered into by Client which are managed or administered by JLL so that the Project is completed within the time schedule set forth on Exhibit A attached hereto.

2.2 Independent Contractor. Except as set forth below, JLL shall assume all duties under this Agreement as an independent contractor; and in no event shall this be considered an agreement of employment, partnership or agency. JLL shall comply with all laws and all legal requirements of any governmental bodies having jurisdiction over JLL and the Project with respect to the Services to be performed by JLL hereunder. JLL shall be solely responsible for all wages and benefits owed to its employees, and Client shall have no obligation with respect thereto.

2.3 Project Manager. JLL shall assign a Project Manager, and additional personnel if necessary, to perform the Services for the Project. The Project Manager shall provide and coordinate all Services through completion of the Project. The initial Project Manager is set forth in Exhibit A; provided, however, JLL may replace the Project Manager at any time if the Project Manager is unable for any reason to perform such duties upon prior notice to the Client. Provided, however, that JLL shall not replace the initial Project Manager with anyone to whom Owner has a reasonable objection. Client may have a Project Manager replaced for any lawful reason upon prior notice to JLL and discussion between the parties regarding the decision to remove and potential impact to the Project.

2.4 Force Majeure. JLL's obligations hereunder shall be suspended to the extent and for so long as the performance of such obligations are prevented or hindered in whole or in part by reason of strikes, acts of God, federal, state, county, or municipal laws, rules, orders, or regulations, or for any other cause which are beyond the reasonable control of JLL. When such a suspension occurs, JLL shall inform Client; and JLL shall resume the performance of its obligations hereunder as soon as is reasonably practicable. In the event and to the extent JLL's obligations hereunder are suspended for any reason listed above, Owner's obligations hereunder, including all payment obligations, are also suspend.

SECTION 3. COMPENSATION

3.1 JLL's Fee. JLL shall be paid a total lump sum fee of \$2,731,191.00 for performing all Services required under this Agreement (the "Project Fee") for the Project, payable during the Project in four (4) separate phases, in accordance with Exhibit C attached hereto. The Project Fee shall be earned and payable in monthly installments according to the terms set forth in Exhibit C. Each monthly payment of the Project Fee shall be based on a percentage completion share of the portion of the total Project Fee allocated for each phase of the Services provided during the month, calculated by the total portion of the Project Fee allocated for each phase of the Services multiplied by the total percentage of the Services for that phase completed during the preceding month.

3.2 Expenses. In addition to the Project Fee, JLL shall be paid a total lump sum amount of \$110,415.00 for reimbursable Expenses associated with all Services required under this Agreement (the "Reimbursable Expenses") for the Project, payable during the Project, in accordance with Exhibit C attached hereto. The Reimbursable Expenses shall be earned and payable in monthly installments according to the terms set forth in Exhibit C. Each monthly payment of the Reimbursable Expenses shall be based on a percentage completion share of the total Reimbursable Expenses, calculated by the total Reimbursable Expenses multiplied by the total percentage of the Services completed for the entire Project during the preceding month.

3.3 Terms of Payment. JLL shall issue invoices to Client at the end of each month stating, in reasonable detail to date the total percentage completion of the Services completed for each phase, the total percentage completion of the Services completed for each phase during the preceding month, and the portion of the Project Fee and Reimbursable Expenses payable for each phase for such month. Such fees and expenses shall be due and payable by Client to JLL within thirty (30) days of receipt by Client of JLL's invoice. Delinquent payments hereunder shall earn interest from the date due until paid at the rate of 5% per annum.

3.4 Adjustments to Project Fee. If the scope of the Project increases or decreases beyond that contemplated in Exhibit A or B or should the completion of the Project be delayed through no fault of JLL, then the Project Fee will be adjusted as is reasonably agreed between the parties in writing.

3.5 Adjustment in Services. If either party determines that any services not included in the Services described in Exhibit B are required in connection with the Project or that certain Services included in Exhibit B will not be necessary ("Adjusted Services"), such party shall give prompt notice to the other party. If Client desires JLL to agree to an adjustment in the Services and JLL agrees, the parties shall enter into a modification to this Agreement in the form of Exhibit D which shall provide for performance by JLL of the Adjusted Services and any adjustment in the Project Fee and Reimbursable Expenses as a result thereof. In no event shall JLL be required to perform any Adjusted Services and in no event shall the Project Fee be adjusted in connection with Adjusted Services unless the parties have agreed in writing to such Adjusted Services and any adjustment in the Project Fee and Reimbursable Expenses.

SECTION 4. INDEMNIFICATION

4.1 JLL's Indemnity. JLL shall indemnify, defend and hold harmless Client, its officers, directors, agents, employees, successors and assigns from and against any and all actions, causes of action, claims, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, for loss or destruction of or damage to any tangible property (except the Project itself) or for bodily injury, sickness, disease or death sustained by any person, if such damage, destruction, injury, sickness, disease or death arose out of or was connected with this Agreement, the Project or JLL's Services, but only if and to the extent and proportion that the negligence of JLL or its employees or agents caused or contributed to such injury or damage, whether or not such damage, destruction, injury, sickness, disease or death was caused in part by the negligence of Client.

SECTION 5. INSURANCE

5.1 JLL's Insurance. JLL shall carry the following insurance, at its own expense:

- (i) Workers' compensation insurance, to the extent of the statutory limits required by applicable law, and employer's liability insurance in the amount of \$500,000, which insurance shall contain a waiver of subrogation against Client, its parent and subsidiaries.
- (ii) Commercial General Liability Insurance (Primary and Umbrella/Excess) with limits of Five Million Dollars (\$5,000,000) per occurrence/annual aggregate for bodily injury, personal injury and property damage. Coverages must include the following: blanket contractual liability, products and completed operations, independent contractors and severability of interest. Client shall be named as an additional insured under such insurance.
- (iii) Professional liability (errors and omissions) insurance in the amount of \$2,000,000. Such insurance coverage shall be on a claims made basis and shall remain in force for the term of this Agreement and for two (2) years following expiration or termination of this Agreement.

The foregoing policies are collectively referred to as "JLL's Policies." JLL's Policies must be maintained with companies having an A.M. Best's rating of A- VII or better. JLL shall provide Client with certificates of insurance evidencing JLL's Policies within ten (10) days of the execution of this Agreement. All certificates shall also indicate that the insurer will endeavor to give Client at least thirty (30) days' prior written notice in the event of cancellation or non-renewal of the applicable insurance coverage provided a valid email address is provided for receipt of such notice.

5.2 Project Insurance. Client shall exert commercially reasonable efforts, with assistance from JLL, to have its contract with the general contractor for the Project name Client and JLL as indemnitees and contain the insurance requirements set forth below as respects claims arising out of the Project: (i) General Liability Insurance in amounts commercially reasonable given the nature of the Project and the market conditions where the Project is located (preferably no less than \$10,000,000). This policy shall be primary and any commercial general liability insurance carried by Client or JLL shall be non-contributory. Both Client and JLL shall be named as additional

insureds under the general contractor's policy; and (ii) Builders' Risk Insurance on the material and labor that become part of a Project. The coverage shall be replacement value and the general contractor for a Project and their insurer waive any rights of subrogation against Client or JLL. Companies with which the insurance is placed shall have received an A.M. Best's rating of A- VII or better. The insurance certificate shall provide that the insurer will endeavor to give Client and JLL not less than thirty (30) days written notice prior to policy cancellation or non-renewal of the applicable insurance.

SECTION 6.

TERMINATION

6.1 Right to Terminate. Client may terminate this Agreement at any time upon thirty (30) days prior notice to JLL, and either party may terminate this Agreement immediately in the event of a material default hereunder by the other party if such default has not been cured within ten (10) days after written notice to the other party.

6.2 Payment upon Termination. If this Agreement is terminated for any reason other than a material default hereunder by JLL, JLL shall receive the portion of the Project Fee and Reimbursable Expenses earned to the date of termination in accordance with the payment schedule set forth above and in Exhibit C. JLL shall receive payment of all Project Fee and Reimbursable Expenses earned to the date of termination within thirty (30) days following the termination of this Agreement.

SECTION 7. NOTICES

7.1 Address for Notices. The addresses of Client and JLL for service of any notices and reports hereunder shall be respectively as follows:

Client:

The City of Savannah
2 East Bay St.
Savannah, GA 31401
Attention: Pete Shonka
PShonka@Savannahga.Gov

with a copy to:

Office of City of Savannah Attorney
6 East Bay Street, 3rd Floor
Savannah, Georgia 31401
Attention: W. Brooks Stillwell, Esq.
bstillwell@savannahga.com

JLL:

Jones Lang LaSalle Americas, Inc.
3434 Peachtree Rd NE, Suite 1100
Atlanta, GA 30326
Attention: Heath Hans
Heath.Hans@am.jll.com

with a copy to:

Jones Lang LaSalle Americas, Inc.
200 E. Randolph Drive
Chicago, IL 60601
Attention: General Counsel - Americas

7.2 Delivery of Notices. Any notice required or permitted to be given hereunder shall be hand delivered, sent by nationally recognized delivery service, or sent by registered mail, return receipt requested, to Client or JLL at its respective address shown above. Any such notice shall be deemed to have been received by the party to whom it is addressed on the date and at the time it is so delivered.

SECTION 8. MISCELLANEOUS

8.1 Confidentiality. Except as may be required by any governmental entity having jurisdiction over JLL and except as may be necessary to perform its services hereunder, JLL shall not disclose to any third party any confidential information that Client makes available to JLL. JLL agrees to limit access to such information to those employees reasonably requiring such access for purposes of providing the Services and shall require that its

employees maintain the confidentiality of such information in accordance with the terms hereof. JLL agrees to cooperate with Client and timely provide any of its records related to the Project within its possession, custody or control requested by Client which may be subject to Client's disclosure requirements under the Georgia Open Records Act.

8.2 Complete Agreement; Amendments. This Agreement and all Exhibits attached hereto, which are incorporated herein by this reference, contain the entire agreement between Client and JLL and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.

8.3 Advertising. Client agrees that JLL may include photos of the Project, Client's name and logo, Project description, square footage, building name, Project timeline and cost savings projected by JLL when preparing its case study of the Project and may use such case study for marketing purposes, including web, social media, presentations and/or proposals.

8.4 Non-Solicitation of Employees. Client agrees not to, directly or indirectly, hire or engage, or arrange for or attempt to arrange for or persuade any other person to hire or engage, any employee of JLL involved in the Project while such employee is employed by JLL and for a period of one year after the termination of such person's employment by JLL, including without limitation, engaging such JLL employee or former employee as an independent contractor or as an employee of any person other than JLL or any affiliate of JLL.

8.5 Applicable Law. This Agreement shall be construed under and interpreted in accordance with the laws of the State of Georgia.

8.6 Survival. The provisions of Sections 3.3, 4, 5, 6.2, 7, and 8 of this Agreement shall survive the expiration or termination of this Agreement.

8.7 Successors and Assigns. Neither party may assign its rights or obligations hereunder except to any entity which acquires all or substantially all of the assets and business of either party. Except as set forth in the immediately preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

8.10 Dispute Resolution. JLL and Client agree to cooperate in resolving any claim, controversy, or dispute ("Dispute" or "Disputes") that may arise out of or relate to the Agreement, the breach thereof, or the Services. JLL and Client agree that the Services will not be stopped or slowed in any way during the pendency of any Dispute; provided that, all monies owed for Services not in dispute are timely paid pursuant to this Agreement. In the event of a Dispute the parties shall attempt in good faith to resolve the Dispute promptly by negotiations, as follows. Any party may give the other party written notice of any Dispute not resolved in the normal course of business. The parties agree to have the dispute escalated to the parties' respective senior manager responsible for this Agreement and to have such individuals meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as reasonably necessary to attempt to resolve the Dispute. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of all rules of evidence. If the matter is not resolved within thirty (30) days from the initial written notice of the Dispute, or if no meeting takes place within fifteen (15) days after such initial notice, either party may initiate mediation as provided herein.

All Disputes that cannot be resolved by the parties initially shall be submitted to mediation before the American Arbitration Association ("AAA") in Savannah, Georgia. Submission to mediation is a precondition to litigation. If the Dispute is not resolved by the earlier of thirty (30) days after the last mediation session or ninety (90) days after the mediation demand, either party may initiate litigation.

8.11 Rules of Interpretation. The headings set forth herein are for the convenience of the parties only and shall not be used to interpret the meaning of this Agreement. Each party agrees that it has been represented by counsel

and has participated in the negotiation of this Agreement, and this Agreement shall not be construed against either party on the theory that such party drafted this Agreement. In the event any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLIENT

By:  _____

Name: ROBERTO HERNANDEZ

Its: CITY MANAGER

JLL

Jones Lang LaSalle Americas, Inc.

By:  _____

Name: BRIAN H. TERPEN

Its: MANAGING DIRECTOR

Exhibit A ("Project Description")

- 1.0 PROJECT DESCRIPTION:** A new Arena; containing approximately 9,000 seats, fifteen (15) luxury suites and (400) club seats. Parking will be a combination of surface & structured parking totaling 3,000 spaces. The total project cost is \$160 million (no struct. pkgng.)
- 2.0 LOCATION:** The site is located at the corner of W Gwinnett St and Stiles Ave – Savannah, GA 31415
- 3.0 ESTIMATED RSF:** 149,300 square feet (Per the RFP)
- 4.0 ESTIMATED PROJECT SCHEDULE:**

The parties expect the Project will commence on January-2018 and be completed by December-2020 (the "Estimated Project Schedule").

5.0 PROJECT EXECUTIVE

The Project Executive for the Project shall be Heath Hans, or such other individual as designated by JLL from time to time and approved by Client.

Exhibit B (“Services”)

2.1.1 General Services

The successful proposer shall provide traditional owner’s representative services including design review, construction oversight, and the duties listed below.

- A. The successful proposer shall provide assistance with planning, setting minimum design standards, oversight, and documentation of activities related to the design, construction, opening, and post-construction phases of the Arena.
- B. The successful proposer shall keep the City well-informed of the progress of the project through all phases, and will ensure that the relevant owner agreements and contracts regarding the project are being adhered to. Communicating between design representatives, contractors, City representatives, and stakeholders during the design, construction, and closeout of the project.
- C. Assist the City in choosing the best project delivery method to meet facility programing needs, project schedule, and budget. The successful proposer shall provide assistance to City staff in determining construction delivery methods and options, as well as associated risks and rewards. Assist the City in obtaining a guaranteed maximum price, if appropriate.
- D. Provide input, review, and comment on definitive legal documents as requested.
- E. Assist the City in the preparation of the arena design RFP, design-build RFP, CM at risk RFP, or Master Developer RFP.
- F. Assist the City in evaluating arena design/construction proposals.
- G. Assist the City in negotiating, and/or representing the City in negotiation for contracts for design and construction services.
- H. Monitoring of demolition services, preconstruction services, project control systems, insurance, safety, quality control, and compliance programs.
- I. Review of reports, manuals, and developed standards from providers of inspection, testing, commissioning, and training services; effectively monitoring project costs.
- J. Implement a Management Information System (MIS) to facilitate communication and documentation between the City and design consultant, general construction contractors, and other parties involved with the project. Create and maintain an accurate and complete electronic record-keeping system.
- K. Monthly project status reporting. Throughout the project, the successful proposer shall provide and distribute monthly project status reports as required by the City, which identify current schedule and budget status of the project as well as any other significant data that may be of interest to the project stakeholders. The monthly project status report will include the following sections:

Exhibit B (“Services”)

1. Project Status
 - Project Manager
 - Work Description
 - Project Status
 - Project Plan/Schedule
 - Project Issue(s)
 - Project Site Picture(s)
2. Project Committed Performance – Cumulative to Date by Category (Design, Construction, Acquisition)
 - Planned Value
 - Earned Value
 - Actuals
 - Schedule Variance
 - Schedule Variance %
 - Cost Variance
 - Cost Variance %
3. Project Cost Summary by Category (Design, Construction, Acquisition)
 - Budget
 - Commitment
 - Actuals
 - Estimate to Completion
 - Variance
 - Variance %
4. Project Schedule Milestone Performance (Plan, Forecast, Duration Variance)
 - Activation
 - Concept
 - Schematic Design
 - Design Development
 - Pre-Final Review
 - Final Review
 - Owner Approval
 - Construction NTP
 - Occupancy
 - Substantial Completion
 - Close Out

2.1.2 Design Phase Services

- A. Design phase coordination: The successful proposer will assist the City’s project manager in the coordination of the design consultant’s activities and will help document and manage the process with respect to the implementation of the design

Exhibit B (“Services”)

phase procedures, in accordance with the approved design consultant’s scope/fee, project schedule, and established minimum design standards.

- B. Design schedule oversight: The successful proposer shall assist in documenting and managing the flow of information between the City, the design consultant, and other project stakeholders. The successful proposer shall monitor and document the design phase schedule and promptly identify any constraints or potential obstacles in achieving the project schedule. Corrective actions necessary to achieve the project schedule will be identified.
- C. Cost management procedures: The successful proposer shall implement, document, and maintain cost management procedures throughout the design phase. When design or programmatic changes are made and approved by the City, these changes will be evaluated for cost impact and recorded. The successful proposer shall prepare design phase cost amendments for approval by the City into the design consultant contract.
- D. Project anticipated cost: The successful proposer shall review documents prepared by the design consultant as related to the project’s anticipated construction related costs and respective contingencies. Such anticipated costs will be clearly defined and incorporated by the City into the design consultant’s contract.
- E. Design phase estimates: The successful proposer shall, as required by the project needs, prepare and/or oversee preparation of cost estimates for the project in cost model format. Such estimates shall be documented, reviewed, and reconciled at each design phase milestone as shown below. In the event that variances with respect to the project budget exist, the successful proposer shall make recommendations for appropriate corrective action.

Milestones:

- Programming/conceptual design (10%)
 - Schematic design (20%)
 - Design development/preliminary review (50%)
 - Pre-final review (80%)
 - Final review (100%)
 - Construction administration/remaining services
 - Other milestones as deemed appropriate by the City
- F. Cost adjustment sessions (value engineering): Should significant variances in cost exist at any of the above referenced milestones, the successful proposer shall document and facilitate cost adjustment sessions with the design consultant and the City. At the conclusion of this effort, the agreed upon modifications will be incorporated by the City into the contract documents.
 - G. Project budget: The successful proposer shall review the program requirements, site constraints, schedule goals, and budget data that have been collected. Based on this information and historical cost data, the successful proposer, the City, and key

Exhibit B (“Services”)

project stakeholders will develop a project budget. This project budget development effort will also include identifying potential shortfalls or surpluses in the budget and recommendations for cost reductions or revisions to the program of requirements. Upon balancing the project budget with the respective program of requirements, the successful proposer shall present a reconciled project budget to the City for approval.

- H. Funding sources: The successful proposer shall assist the City and its advisors in identifying additional funding sources and alternatives.
- I. Limited design review: The successful proposer shall review the in-process design document for adherence to the program of requirements, as well as potential impacts on operations and ongoing maintenance. This limited review shall be documented and provided at the schematic design phase and succeeding design phases. The successful proposer’s comments may be provided in writing and as notations on the submittal documents. Comments will only be advisory and not directives. The performance of design reviews will under no circumstance relieve the design consultant of their professional responsibility to provide sound design and contract documents; nor make the program management consultant responsible for, liable for, or an insurer of the design and/or the performance of the design consultant.
- J. Constructability review: The successful proposer shall, as required by project needs, provide input to the City and the design consultant relative to value, sequencing of construction, duration of construction of various building methods, and constructability. The team will identify proprietary specifications.
- K. Expedite agency reviewing and approvals: The successful proposer shall assist the design team and the City in securing various approvals from agencies within the prescribed timeframes and will expedite these agencies’ approvals to the extent reasonably feasible.
- L. M/WBE participation: The successful proposer shall assist the City’s M/WBE Office with monitoring, tracking, and documenting M/WBE participation for compliance with stated goals as outlined within the design consultant contract document.

2.1.3 Bid and Award Phase Services

Bid and award services will depend on the project delivery method selected. If design/build, construction manager at risk, or master developer methods are chosen, this phase will be incorporated along with the selection of the arena designer.

- A. Local M/WBE suppliers list: The successful proposer shall assist the City M/WBE Office, Purchasing Department, project manager, and other designated City staff in preparing lists of qualified local vendors and actively soliciting their participation in compliance with City goals related to M/WBE participation in this project. The successful proposer shall also assist with M/WBE goal development.
- B. Pre-bid/proposal conferences: The successful proposer, in conjunction with the

Exhibit B (“Services”)

design consultant and City staff, will participate in any pre-bid/proposal conferences.

- C. Submission evaluation: Upon receipt of submissions, the successful proposer shall assist the City’s Purchasing Department, design and construction staff, and design consultant in the formal receipt, evaluations, and assessment of responsiveness and costs.
- D. Construction contracts: The successful proposer, along with City staff and the design consultant shall assist in the preparation of the construction contracts, and related documents. The successful proposer shall provide recommendations to the City for the addition or deletion of project scope as necessary prior to the contract award.
- E. Pre-construction conferences: The successful proposer, along with the design consultant, shall participate in any pre-construction conferences with members of the City staff to confirm project procedures and requirements.

2.1.4 Construction Phase Services

- A. Phase transition: The successful proposer shall oversee the transition between design and construction, including logging and monitoring RFIs submitted by the general contractor, the architect’s associated responses, incorporation thereof in the contract documents, and any associated clarifications requested by the general contractor during the construction bid and submittal process.
- B. Construction schedule oversight: The successful proposer shall assist in documenting and managing the flow of information between the City, the general contractor design consultant, and other project stakeholders. The successful proposer shall monitor and document the design phase schedule and promptly identify any constraints or potential obstacles in achieving the project schedule. Corrective actions necessary to achieve the project schedule will be identified.
- C. Conduct pre-construction meetings: The successful proposer shall explain construction management inspection, quality control, and contract administration procedures to the general contractor.
- D. Site meetings: The successful proposer shall arrange and participate in regularly scheduled and called job-site progress meetings with City staff and contractors. At a minimum, the successful proposer shall review progress, required actions and decisions, and prepare and distribute record of each meeting.
- E. The successful proposer shall review contract specifications and drawings. The successful proposer shall provide clarifications to the contractor and the City including advance suggestions, or recommendations if there is discovered the potential for future claim, change order construction, and/or safety issues.
- F. The successful proposer shall assist the project management team to enforce labor standards provisions of the construction contract(s). The successful proposer shall interview employees of the construction contractor(s) and subcontractor(s) for

Exhibit B (“Services”)

proper classification and rate of pay as required by regulations issued by the DOL implementing construction labor standards (29 CFR Pat 5). The successful proposer shall observe and report to the City’s project manager any disproportionate number of laborers, helpers, and apprentices to journeymen. Review all construction contractor payrolls after receipt from the construction contractor, prepare letter for the City Manager’s signature informing contractor of violations and corrective action to be taken, and maintain a suspense system on all violations until resolved.

- G. Cost management: The successful proposer shall actively manage all aspects of costs during the construction phase. The successful proposer shall update all budget cost categories as necessary to maintain an accurate cost picture for the project. The successful proposer shall provide in the written monthly reports to the City’s project manager a comparison of budgeted costs with current cost estimates. The successful proposer shall advise the City’s project manager immediately whenever a cost category estimate is trending to exceed funds budgeted. The successful proposer shall monitor RFIs and submittals for developments which could develop into future requests for change orders. The successful proposer shall validate all requests for change with existing contract scopes to make certain that the City receives everything contracted for under the base contracts. The successful proposer shall review all change proposal requests, provide cost and/or time analyses, and make recommendations for revision or approval. The successful proposer shall provide estimate for all change orders.
- H. Quality control, monitor, analyze, and recommend: The successful proposer shall continually monitor and analyze the ongoing construction effort, focusing on conformity with project quality, cost, and schedule requirements. On a weekly basis, the successful proposer shall prepare summaries of daily inspection reports for each discipline. Implement other on-site processes and procedures as needed for quality control.
- I. Inspections assistance: The successful proposer shall inspect and assist in the monitoring of work in place relative to compliance with contract documents and corrective action resulting from inspections. Ensure the design consultant teams are performing appropriate on-site inspections and review their reports relative to non-compliant work and corrective actions by the general contractor. Ensure that all non-compliant work identified during the construction of the project has been corrected prior to substantial completion. Coordinate with the design consultant team in developing an appropriate incomplete and deficient work (IDW) list (i.e. punch list) of outstanding items to be corrected at the time of substantial completion. Monitor the completion of punch list items by the general contractor.
- J. Manage information flow: The successful proposer shall monitor timely responses from the project delivery team to the general contractor’s RFIs. Monitor the time of submission and the processing of shop drawings, samples, and other separate contractor submittals. If submittals and/or responses are not being received in a timely manner, the successful proposer shall ascertain the reason therefore, make a recommendation to the City, and take such action as may be deemed appropriate to eliminate delays. Ensure that City response to general contractor’s letters and other

Exhibit B (“Services”)

correspondences is timely and within the allowable limits stipulated in the general contractor’s contract.

- K. Reporting: The successful proposer shall provide the City’s project manager written monthly reports documenting progress, budget, schedule, and required actions and decisions in the form established during the planning phase. Conduct and record minutes of weekly progress review meetings, including discussions on progress of project management activities and their costs plus a look-ahead forecast of construction activities and field problems; following a contractor-generated agenda with the general contractor and all trades; assist City project manager with recording and maintaining daily record of construction activities, weather conditions, personnel, and equipment on-site, field problems, resolutions, safety/code violations, and work-log.
- L. Record keeping: Assist the City project manager with maintaining at the job site on a current basis records of all contracts; all change orders and documents related thereto; all records relating to shop drawings, samples, purchases, materials, equipment, correspondence, weather conditions, personnel, and equipment, on-site problems that occur at the job site with solutions, safety/code violations, and work log which affect, or may be expected to affect project progress and recommend solutions. Maintain records in electronic format to the extent possible and practical. Deliver these records to the City prior to final payment under this contract. Take digital photos of construction progress on a weekly basis at minimum and problem areas on an as-needed basis. Upload project photographs daily with commentary onto the City’s website.
- M. Subcontractor plans: Assist City M/WBE contract compliance monitor with compliance with local, minority/women business enterprises enterprise requirements, subcontracting plans, and other contract requirements.
- N. Coordination of technical inspection and testing: The successful proposer shall assist the City with coordination of the technical inspection and testing provided by the design consultants or third party firms. All reports will be approved to form by the successful proposer and received on a regular basis.
- O. Periodic construction observation: The successful proposer shall make reasonable efforts to observe the progress of the work and advise the City of any deviations, defects, or deficiencies observed in the work. The successful proposer’s observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These periodic observations will not, however, cause the successful proposer to be responsible for duties and responsibilities that reside with the design consultant or the contractor, and which include, but are not limited to the design consultant’s obligation to produce clear, accurate drawings and specifications, and the general contractor’s responsibilities for the techniques and sequences of construction and safety procedures incidental thereto, and for performing the construction work in accordance with the contract documents.
- P. Non-conforming work: The successful proposer, in conjunction with the design

Exhibit B (“Services”)

consultant, will make recommendations to the City for corrective action on observed non-conforming work. The successful proposer shall provide recommendations to the City and the design consultant in instances where the successful proposer observes work that, in its opinion, is defective or not in conformance with the contract documents.

- Q. Exercise of contract prerogatives: When appropriate, the successful proposer shall advise the City and provide recommendations for exercising the City’s contract prerogatives, such as giving the general contractor notice to accelerate the progress when the project schedule is in jeopardy due to general contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- R. Schedule of values: The successful proposer shall review and reconcile the general contractor’s schedule of values for each of the activities included in the construction schedule and will use this information as initial data to manage the progress payment schedule for the duration of the construction phase. The successful proposer shall perform reviews of project expenditures and preparation of construction draws throughout the construction to monitor and maintain the project cost.
- S. Construction progress review: The successful proposer shall review the progress of construction with the general contractor, observe the work in place and properly stored materials on a monthly basis, and evaluate the percentage complete for each construction activity as indicated on the construction schedule. This will represent the general contractor’s contractual progress and will be the basis for monthly payment to the general contractor. This review will also be a determination of the contract document compliance with respect to schedule.
- T. The successful proposer shall monitor general safety and signage and posting for the project and see that the general contractor and each subcontractor prepare and submit an adequate safety program and other reports required under the contract; monitor the same throughout the project.
- U. Claims: The successful proposer shall review and analyze proposed changes and contractor claims, and prepare independent cost and time analysis/estimates for use in negotiations. Assist in negotiation with general contractor and prepare bid contract documents and change order/modification packages for project manager and City approval. Whenever any claim arises under or out of any construction or separate procurement contract awarded by the City in furtherance of this project, the general contractor shall diligently render all assistance which the City may require, including the furnishing of reports with supporting information necessary to aid in resolving the dispute or defend against the claim, participation in meetings or negotiations with the claimant or its representatives, preparation of cost/time analysis, appearance before any appeals board or court of law upon request of City, and other assistance as may be appropriate.
- V. The successful proposer shall review shop drawings for conformance to contract documents, and if appropriate, forward to the design consultant for approval.

Exhibit B (“Services”)

- W. The successful proposer shall review general contractor payment requests, verify accuracy and forward to the City project manager for approval any potential liquidated damages and prepare related packages.
- X. Evaluate contract change proposal costs: The successful proposer shall review the general contractor’s proposal cost and shall provide a recommendation to the City regarding the acceptance of the proposal for a contract modification. In the event of a major scope change during the construction phase, the successful proposer shall further review the proposal and make a recommendation to the City for acceptance.
- Y. Negotiation of change order costs and time extensions: The successful proposer, when required, shall negotiate costs and time extensions on behalf of the City, as appropriate. The successful proposer shall advise the City of the result and in the event that the proposed costs are deemed appropriate, recommend a formal change order for approval.
- Z. The successful proposer shall assist in negotiations of any contract closeout changes, claims, assessment of log-in submittals of material samples, catalog cuts, shop drawings, and assist the City project manager in approval of the same.
- AA. Force account records: In instances where the proposed change order work is to be done on a force account basis, the successful proposer shall maintain and review the appropriate documentation for costs associated with the prescribed work.
- BB. As-built documents: The successful proposer shall coordinate the submission of as-built documentation required by the general contractor.
- CC. Training: The successful proposer shall support the City’s project manager with scheduling and training for the City’s maintenance and operation of the project.
- DD. Substantial/final completion: In conjunction with the design consultant, the successful proposer shall provide a recommendation to the City regarding the status of substantial completion and guide the general contractor in the assembly of documents required for project turnover.
- EE. Punch lists: The successful proposer shall coordinate, review, and ensure the completeness of all punch lists for finalizing the work; monitor the general contractor to ensure the satisfactory completion of the punch lists.
- FF. M/WBE participation: The successful proposer shall assist the City’s M/WBE Office with monitoring, tracking, and documenting M/WBE participation for compliance with M/WBE goals as outlined within the construction contract document.

2.1.5 Post–Construction Phase Services

- A. Move management: The successful proposer shall assist the City in coordinating the

Exhibit B (“Services”)

end user occupancy into the respective facilities. This will include assisting in the procurement of furniture, fixtures, equipment, and other items as required by the project.

- B. Warranty observations: The successful proposer shall provide assistance to the City’s project manager through compiling the listing and associated documents for all items under warranty. Establish the process and coordinate performance of warranty work. Coordinate performance of warranty and defective work for a period of one year following substantial completion. The successful proposer shall provide periodic observations during the warranty period, and will transmit notice to the general contractor of issues observed that will need to be addressed by the general contractor. The contractor will be required to expedite warranty claims during this period.

****OUT OF SCOPE**

For the avoidance of doubt, Client acknowledges and agrees JLL has no responsibility and will bear no liability to Client for:

- the construction means, methods, techniques, sequences and procedures employed by the contractors in the performance of their contract. Each contractor will be solely responsible for, and have control over, all construction means, methods, techniques, sequences and procedures in the performance of their contract;
- the design services. Each design consultant will be liable for all errors and omissions (if any) in their design;
- the fitness for purpose of any of the goods or services provided hereunder; and
- any of the vendors who (i) become insolvent; (ii) have a receiving order or administration order made against it or compound with its creditors; (iii) commence winding up procedures for the purposes of reconstruction or amalgamation; or (iv) carries on its business under an administrator or administrative receiver for the benefit of its creditors or any of them.

EXHIBIT C ("Project Fee")

3. REVISED Fee Proposal

SECTION III

FEE PROPOSAL – BEST AND FINAL OFFER

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.

I have read and understand the requirements of this request for proposal RFP Event No. 5466 and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

	PREVIOUSLY	BEST PRICE
General Services (2-months)	\$ 146,874	\$ 152,243
Design Phase Services (12-months)	\$ 1,205,732	\$ 1,031,406
Bid, Award & Construction Phase Services (18-months)	\$ 1,721,939	\$ 1,493,378
Post-Construction Phase Services (2-months)	\$ 62,454	\$ 54,164
TOTAL FEE*	\$ 3,136,999	\$ 2,731,191
Reimbursable Expenses		\$ 110,415
TOTAL FEE - WITH EXPENSES		\$ 2,841,606

*We are confident the project can be delivered within (34) months and have reduced our fee 13% by removing (4) months from the overall project schedule.

Hourly rates for staff that will be assigned to the project are as follows:

Project Manager \$ /hour


Other staff: Hourly rates for all staff are shown on the following page. /hr.
\$ /hr.

EXHIBIT C ("Project Fee")

3. REVISED Fee Proposal (continued)

SUBMITTED BY: Jones Lang LaSalle, Inc.

PROPOSER: Jones Lang LaSalle, Inc.

SIGNED: 

NAME (PRINT): Brian Terrell, Senior Managing Director

ADDRESS: 3344 Peachtree Road NE, Suite 1100

CITY/STATE: Atlanta, GA **ZIP** 30326

TELEPHONE: (404) 995-2100
Area Code

FAX: (404) 995-2184
Area Code

I certify this proposal complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

<u>Brian Terrell</u>	<u></u>	<u>12/1/2017</u>
Please Print Name	Authorization Signature	Date

INDICATE MINORITY OWNERSHIP STATUS OF BIDDER (FOR STATISTICAL PURPOSES ONLY):

CHECK ONE:

<input checked="" type="checkbox"/> NON-MINORITY OWNED	<input type="checkbox"/> ASIAN AMERICAN
<input type="checkbox"/> AFRICAN AMERICAN	<input type="checkbox"/> AMERICAN INDIAN
<input type="checkbox"/> HISPANIC	<input type="checkbox"/> OTHER MINORITY Describe _____
<input type="checkbox"/> WOMAN (non-minority)	

EXHIBIT C ("Project Fee")

3. REVISED Fee Proposal (continued)

Hourly Rates

Name	Role	Company	Hourly Rate
Ethan Milley	Project Principal	JLL	\$ 275
Heath Hans	Project Director	JLL	\$ 190
Don Loudermilk	Arena Specialist	JLL	\$ 225
Ben Polote Jr.	Pre-Construction Advisor	The Polote Corporation	\$ 190
Mark Elliott	Pre-Design/Pre-Con Project Manager	JLL	\$ 185
Monica Mastrianni	Design Quality Control	Greenline Inc.	\$ 200
Mary Margaret Murphy	Construction Project Manager	JLL	\$ 165
Wilbert Davis	On-Site Project Manager	The Polote Corporation	\$ 150
Kristen Cullen	Interiors Project Manager	JLL	\$ 135
Mike Hall	Cost Estimating	JLL	\$ 185
Keith Howington	Plan Review	Greenline Inc.	\$ 175
Shunteessa Hence	Document Controls	The Polote Corporation	\$ 140
Tasiana Wells	Project Controls	JLL	\$ 125
Jackie Hurlock	Technology & Equipment Project Manager	JLL	\$ 150
Megan Polowski	Venue FM Advisor	JLL	\$ 140
Mike Leone	Food Services/HVAC Project Manager	JLL	\$ 150
Rex Hamre*	Sustainability Project Manager*	JLL	*Add Service

Fee Assumptions

- 1) Fee as proposed assumes continuous project phases. Should there be significant hold periods between phases, then the fee may be increased for inflation and other staff cost increases.
- 2) Assumes lump sum invoicing on a monthly basis.
- 3) For services that extend beyond the proposed 34-month project schedule, at no fault of JLL, JLL will be compensated at the current monthly lump sum rate per the above.
- 4) The conversion from weeks to months is using 4.33 weeks/month.

Optional Additional Services

- Sustainability and LEED® Certifications Management
- Furniture procurement
- FF&E installation management
- Commissioning (*directed by JLL*)
- Venue management financial planning
- Venue operator procurement
- Retail operator/lessee procurement
- Fee service operator procurement
- Facility conditions assessment (*If any existing buildings*)
- Site/building environmental remediations management
- Real Estate Advisory services

Exhibit D ("Adjusted Services Agreement")

This Amendment is entered into as of the ____ day of _____, 20____, by and between JONES LANG LASALLE AMERICAS, INC., a Maryland corporation ("JLL"), and _____, a _____ ("Client").

WITNESSETH:

WHEREAS, Client and JLL entered into a Project Management Agreement (the "Agreement"), dated as of _____, 20____, pursuant to which JLL agreed to provide certain project management services with respect to _____ (the "Project"); and

WHEREAS, Client desires to have JLL provide certain other services or not perform certain Services with respect to the Project which JLL is willing to do on the following terms and conditions.

NOW THEREFORE, in consideration of the payment hereinafter specified to be made by Client, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

1. JLL agrees to provide the adjusted services (the "Adjusted Services") described below:
2. Client agrees to pay JLL the compensation set forth below:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLIENT

JLL

Jones Lang LaSalle Americas, Inc.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____