



DESIGN & CONSTRUCTION ADMINISTRATION SERVICES CITY HALL RESTORATION

EVENT NO. 9401

SECTION II - SCOPE OF WORK

2.0 GENERAL OVERVIEW

The City of Savannah (City) is accepting Requests for Proposals (RFP's) for the City Hall Restoration project and invites Design Firms/Consultants to submit their Statements of Qualifications (SOQs) according to the requirements set forth in this RFP, including the format and content identified in this document.

The successful respondents will demonstrate highly qualified abilities to accomplish the objectives of this RFP. Additionally, the successful respondents will demonstrate a deep understanding of the project's objective. Responses to this RFP will be used in the evaluation of those design firms/consultants choosing to respond to this RFP. The City reserves the right to request subsequent interviews as part of the evaluation process. All questions or concerns shall be directed to Cory Miller by email CMiller02@savannahga.gov

A **mandatory onsite pre-proposal meeting** is scheduled for 10:00 a.m. on August 17, 2022. Location: City Hall Media Room, 2 East Bay Street, Savannah, GA 31401. This conference will allow firms to discuss the scope of services and resolve any questions pertaining to this event prior to submission of their proposal response.

Table of Contents

- Section II – Scope of Work
 - 2.0 General Overview
 - 2.1 Broad Description of Project
 - 2.2 Project Discussion
 - 2.3 Scope of Services
 - 2.4 Evaluation, Selection and Approval
 - 2.5 Basis of Evaluation
 - 2.6 Proposal Format
 - 2.7 Contacts/Questions
 - 2.8 Owner Supplied Documentation
 - 2.9 Additional Costs
 - 2.10 Disclaimer
 - 2.11 Local Vendor Definition
 - 2.12 Acknowledgment of Addenda
 - 2.13 Insurance Requirements
- Section III – Fees

- Attachment A – Statement of Qualifications
- Attachment B – Consultant Agreement
- Exhibit A – Design Schedule
- Exhibit B – Design Submittals
- Exhibit C – Hourly Rates
- Exhibit D – Consultant’s Field Report
- Exhibit E– Periodic Payment Application
- Exhibit F – Location Map
- Exhibit G – Savannah City Hall Interior Condition Assessment and Restoration Plan (as prepared by Lominack Koleman Smith Architects, and dated June 2018)
- Exhibit H – Water Intrusion/High Humidity Investigation Report (as prepared by Raymond Engineering, dated Nov 20, 2020)
- Exhibit I – Council Chamber Clock

2.1 BROAD DESCRIPTION OF PROJECT

City of Savannah’s City Hall, one of Savannah’s most iconic buildings and the seat of Savannah’s government, was built between 1904 – 1906 and is located at 2 East Bay Street, Savannah, Georgia 31401 (PIN No. 20004 09001). The building, a contributing building to Savannah’s National Landmark Historic District, is six stories high, rising from River Street with a basement (including an ADA accessible entrance), sub-basement, visitor/main entrance off Bay Street, and four main floors used for municipal operations.

Since original construction and beyond regular maintenance, minor repairs, and the installation of modern systems, no formal interior restoration of the building has ever been completed. There are materials that have deteriorated and been damaged over time; there are missing original architectural details; there has been some inappropriate use of space and the inclusion of non-original appurtenances. Additionally, the building has some temperature and humidity control issues.

The project shall include, but not be limited to detailed drawings identifying areas of issue and specific recommendations on restoration/repair, architectural/mechanical/electrical/plumbing design, construction administration services, and project closeout. The proposed restoration will need to be planned for in phases, to allow critical needs to be addressed first, and to allow phases to be completed as funding is made available. Spaces within the scope of work include, but are not limited to, the first-floor entrance lobby, the rotunda (accessible at four floors), the building’s main stairwell (accessible at six floors), Council chambers, corridors, and the west half of the first floor.

It is the City’s desire to hire a firm that supports preservation throughout Savannah and specializes in historic preservation, architectural design, project management, and construction administration. We are seeking a firm with at least 10 years of established historic preservation experience.

This project will focus on historic restoration and preservation including:

- preserving the distinctive features, finishes and construction techniques of the original building, sensitively incorporating new features to the old in terms of design, color, and texture, and replacing old missing features

- addressing areas of visible degradation of historic materials within the building's public spaces
- addressing non-original installation of modern mechanical, electrical, plumbing, and technological upgrades
- addressing water intrusion issues which have significantly added to deterioration of certain materials

Restoration will focus on restoring the building to the period of 1906 while considering elements necessary for the municipal operations of today. All restoration solutions must meet the Secretary of the Interior's Standards for Restoration.

As it is imperative that this project be managed, designed, and constructed with the utmost regard to cost, schedule and quality control by all participants, the City intends to contract with a Construction Manager at Risk (CMAR) during the design process to aide in the development of pricing, value engineering recommendations, phasing plans, and constructability recommendations, and to later submit for a continued contract for construction of what was identified as Phase I per the budget. The project team will ultimately consist of the City's Project Manager, the City's end-user Department Head, the Design Firm, and the CMAR.

See attached exhibits for additional requirements, details, and provisions regarding scope of the design and programming.

2.2 PROJECT DISCUSSION

- A. Project Type: The City intends this project to be completed under a "Construction Manager at Risk (CMAR)" project style.
- B. Project Budget: The City's funds budgeted for the project shall include all design and construction fees (including but not limited to consultant's fees, testing, surveying, environmental costs, contractor and owner contingencies), finishes, labor, materials and equipment, and other miscellaneous project costs needed to fully complete the project. The Design Firm should demonstrate in their Proposal their ability to aid in developing the project budget and their approach to aid the City in maintaining a balanced budget throughout the lifecycle of the project.
- C. Schedule: A basic project schedule outline is included, Exhibit A. We will be seeking additional input from the selected design team to refine the schedule. The City anticipates that the design phase will take approximately ten (10) months to complete, and the construction phase will take approximately ten (10) months to complete.
- D. Phasing: The project will be designed in phases to align with the current available budget and for future funding.
- E. Designer of Record: The Designer of Record will be the single point of responsibility for all design decisions.
- F. Project Communication: All communications and directives regarding the project shall be made exclusively by the City's assigned Project Manager.

- G. Owner-Supplied Information including Building Assessments completed by other Consultants: The City worked with Lominack Kolman Smith Architects (2018) and Raymond Engineering (2020) on completing building assessments which are included as part of the RFP. These assessments indicate areas of the building needing attention and further provide recommendations on repairs of known issues. This documentation provided by the Owner shall be used for reference only. Information within the reports should be further verified and evaluated by the consultant. Final recommendations on repair will be the responsibility of the consultant.
- H. Ownership of Design: The rights to the Consultant's plans and designs shall become the exclusive property of the City upon submittal in accordance with the terms of this Agreement. The Consultant will not be responsible for any future misuse of these plans.

2.3 SCOPE OF SERVICES

The Consultant's responsibilities shall include, but shall not be limited to, the following:

A. General

1. The consultant shall be responsible for reading the Standard Consultant Agreement (Attachment B) and agree to provide the services as outlined.
2. The consultant shall be the Architect of Record for the project.
3. The consultant shall be responsible for working with the City, the City's representatives, and other appropriate City staff throughout all phases of the project.
4. The consultant shall be responsible for becoming familiar with all existing conditions that may affect the design and construction of the project.
5. The consultant shall provide signed and sealed architectural and engineering drawings and specifications for all aspects of the restoration including but not limited to demolition, mechanical systems, lighting, electrical system, plumbing, structural system, doors and hardware, trim, materials and colors, and technology and communication systems.
6. The consultant shall be responsible for issuing design documents that comply with all applicable codes, the program, the budget, and the schedule as set forth by the City.
7. The consultant shall perform a complete review of the documents prior to each phase submission for accuracy, consistency, and compliance with the requirements of this agreement. Submissions that contain obvious errors and omissions, lack coordination between drawings and sub-consultants, and/or do not appear to have been reviewed by someone other than the person preparing the documents may be returned to the consultant and shall be considered incomplete.
8. The consultant shall be responsible for securing all necessary approvals and permits for the project, including, but not limited to, site plan review approval, special use permits, zoning compliance permits, building permits, demolition permits, land disturbance permits (including for GSWCC, and NOI for NPDES), site work permits, Historic District Board of Review approvals, etc.

9. The consultant shall be responsible for the close-out requirements of the permits.
10. The consultant shall aid the Owner in determining potential bid alternates in order to maximize the available project funds.
11. If construction bids submitted are grossly over budget, the consultant shall be responsible for completing value engineering exercises to help bring the construction cost into budget.
12. The consultant shall assist the City in minimizing the probability and consequences of negative events and maximizing the probability and consequences of positive events related to the project objectives.
13. The consultant shall aid the City is developing an estimate of operational costs including electricity usage, generator maintenance & testing, water usage, low-voltage usage, fire alarm monitoring, HVAC service & cleaning, appliance maintenance & repair, etc.
14. The consultant shall act as the design team leader, coordinating all individual sub-consultants, as required for preparing complete construction documentation.

B. As-Built Documentation and Existing Conditions

1. Provide a set of plans documenting the existing building conditions, highlighting the areas of issue, to be used for the restoration plans.
2. An assessment of the existing conditions of the building and its related systems will be completed. Investigation must include the following at a minimum:
 - (a) Finishes and Materials
 - (b) Hardware
 - (c) Lighting Fixtures
 - (d) Existing Plumbing system
 - (e) Existing Mechanical system
 - (f) Existing Electrical system
 - (g) Existing AV system
 - (h) Windows
 - (i) Inappropriate use of space
 - (j) Security layout

C. Construction Documents (Outlined by Phase)

1. The project shall be submitted in four (4) phases of completion: Schematic, Design Development, Construction Documents for Permitting and Plan Review, and Construction Documents for Bidding and Construction. The Consultant shall submit a fifth (5th) submittal if required to accommodate bidding and value engineering. Information on design submittals is included as Exhibit B.

2. Upon 100% completion the consultant shall be responsible for submitting and receiving approval of the building permit. Application and instructions are available from the City of Savannah, Development Services Department at 912-651-6530, and on the City of Savannah website, www.savannahga.gov.

D. Submission to the Historic District Board of Review (as needed)

If there are improvements/repairs affecting the exterior of the building, the consultant shall act as the owner's representative in interactions with the Historic District Board of Review (HDBR). This may include staff-level review meetings, preparation of a formal application to the HDBR, and attending HDBR meetings to present information regarding the improvements.

E. Bidding, Development of Contractor's Cost

1. The consultant shall be responsible for answering all questions, including revising or adding additional drawings or clarifications while cost is being developed by the CMAR.
2. The consultant shall review, compare, and analyze the CMAR's final cost proposal as well as assist in negotiation, and award process.
3. The consultant shall update, prior to construction, all drawings and specifications to clearly indicate any additions, deletions, clarifications, or changes that occurred during the bidding and/or value engineering process.

F. Construction Administration

1. The consultant shall be responsible for attending the pre-construction meeting.
2. The consultant shall be responsible for final approval of and ensuring compliance with the construction documents of all construction submittals including shop drawings, product specifications, and samples.
3. The consultant shall be responsible for all contract administration services during construction of the project including, but not limited to, responding to requests for information, change order request review and approval, issuing supplemental drawings and specifications, evaluation of the work, review of contractor pay requests, and submittal review.
4. The consultant shall monitor and update the Risk Analysis during the construction process and submit any additional information to the City.
5. The consultant shall be responsible for reviewing facility maintenance and operations plans for the project including, but not limited to, record drawings, review of warranties and operations and maintenance manuals, and commissioning.

6. The consultant or its representative shall make as many visits to the site as necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the contractor's work. Each visit to the site shall be documented in a written report. Site visits shall be made by the consultant or their qualified, City-approved representative, as often as required to keep the consultant and City fully informed of the work and at a minimum of two (2) times a week, excluding holidays and weekends.
7. The consultant shall attend bi-weekly onsite Owner, Architect, Contractor (OAC) meetings, throughout the progression of construction.

G. Closeout Services

1. Contractor's closeout documentation: The consultant shall receive and review maintenance and operating instructions, schedules, warranties, bonds and certificates of inspection, tests, and approvals which are to be assembled by the contractor(s) in accordance with the contract documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the contract documents); and shall transmit them to the City with written comments.
2. Record drawings: After the final inspection, the consultant shall obtain and review the as-built drawings as provided by the contractor and shall prepare a set of drawings for the Owner (see Consultant Agreement for more detail).

2.4 EVALUATION, SELECTION AND APPROVAL

- A. Evaluation: Proposals shall be evaluated by a selection committee comprised of City staff. Following this initial evaluation, the committee may produce an abridged list of the top-ranking Respondents who will be requested to interview. Interviews shall demonstrate to the committee the Respondent's understanding of the project's scope of work and the respondent shall be expected to discuss their particular approaches to successful, timely completion of the Project and design within budget in accordance with the terms of the Contract Documents. Further instructions and clarifications for interviews will be issued at a later date.
- B. Selection and Approval: the committee shall complete an evaluation matrix indicating scoring per the outline below. Fees and DBE goal points (as determined by the Purchasing Department and the Economic Development Department, respectively) will be added to the matrix with final scoring calculated. The matrix, indicating the Respondent with the highest total score and whom it is recommended that the City commence contract negotiations for the Project, shall be submitted to the City's Director of Purchasing, and in turn, will be presented to the City of Savannah's Mayor and Council for final approval.

Proposals shall be evaluated according to the following criteria and weight at a minimum:

Cover Letter/ Firm Description	Pass/Fail
Qualifications, Experience and Methodology	20
Design Team	20
References	5
Savannah First	20
DBE/LDBE Participation	10
Fees	25
Total Points	100

C. **Minimum Qualifications** in order to be considered for award:

In order to be considered for award, respondents must meet the minimum qualifications as outlined below.

- Experience on three (3) building restoration/preservation projects within the last ten (10) years. One of those projects must show a total construction cost over \$2 million with a total size of 12,000 square feet or greater (specifically for the restored area), with preference for construction on institutional building types.
 - Experience on three (3) projects for design and construction services of office space for municipal clients (federal, state or local governments), school boards, or college universities within the last ten (10) years.
- D. The City reserves the right to request a Best and Final Offer (BFO) from any or all proposers, 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.
- E. Failure of a firm to provide any portion of the requested information may result in declaration of the firm's qualifications package being declared non-responsive. The City reserves the right to reject any and all of the proposals submitted.
- F. If necessary, negotiations with the selected firm will be conducted; should contract and/or pricing negotiations fail, the City may enter into negotiations with one of the other highly ranked firms.

2.5 BASIS OF EVALUATION

A. Qualifications, Experience, and Methodology (20 Points):

Each proposer shall submit a summary of their qualifications and experience as requested in the attached "Statement of Qualifications" (Attachment A). In evaluating proposals submitted pursuant to this request, the City of Savannah places high value on the following factors, not necessarily in order of importance:

1. Applicant's expertise necessary to perform all portions of the work required and familiarity with applicable statutes and regulations governing restoration/preservation efforts.
2. Applicant's overall reputation, service capabilities, and quality as it relates to this project type. This includes the team's prime consultant's experience and reputation in preservation/restoration projects.
3. Work samples that demonstrate:
 - (a) Experience designing projects of similar scope, scale, dollar value, and complexity
 - (b) Quality of work product
 - (c) Client satisfaction
 - (d) Ability of the consultant to complete projects with design schedules and to maintain project budgets.
 - (e) Risk assessment/management: solution of design and construction problems, including those that may have arisen during construction reflecting on the constructability and coordination of the design drawings
 - (f) Experience working with multiple clients/institutions
4. Experience of firm and employees to be assigned to the project in general and, providing consulting services to municipalities, economic development organizations, or other governmental entities.
5. Commitment of principals to lead the team and devote time to the project.
6. Proposer's capacity and intent to proceed without delay if selected for this work.
7. Innovative or outstanding work by the consultant that demonstrates the firm's unique qualifications to provide consulting services.
8. Approaches in methodology with respect to the anticipated scope of services that demonstrate maximum comprehension of and ability to provide such services to the City.
9. Selected consultant's staff ability, availability, and facility for working with the City directors, officers, staff, consultants, and providing time-sensitive, on-site visits.

10. The consultant's prior working experience with the City, including, but not limited to, project communication, documentation of existing conditions, adherence to schedule and budget, quality of construction documents, and construction administration.
11. Ability of the consultant to identify project risks from initial design through construction. This includes the ability of the consultant to work with sub-consultants, contractors, and clients to identify and resolve risks at each level of the project.
12. Ability of the consultant to provide timely completion. This is a City priority and will be given consideration in scoring of proposals.

B. Design Team (20 Points):

1. Ability of the consultant to identify potential sub-consultants with the necessary qualifications for a project of this nature and the experience of the architectural firm in working with sub-consultants with the necessary qualifications.

C. References (5 Points):

The proposer shall furnish three (3) letters of reference from accounts worked within the past three years of similar size and magnitude providing similar types of services. References shall include a contact person, email address, and phone number. Failure to provide suitable references may be cause for rejection of the proposal. The consultant shall not contact any City of Savannah employees to provide a letter of reference.

D. Local Vendor Preference (20 Points):

Savannah First is a new program that aims to boost Savannah's local economy as it recovers from the COVID-19 crisis. Under this program, local vendors are given preference points in the scoring evaluation. Local businesses with a physical location in the corporate limits of Savannah will be awarded 20 points in the scoring matrix. Local businesses in Chatham County (outside of the City limits) will be awarded 10 points in the scoring matrix. To be considered, businesses must have a current Business Tax Certificate that was issued at least 12 months prior to the solicitation release date.

E. Disadvantaged Business Enterprise (DBE), Local Disadvantaged Business Enterprise (L/DBE) Participation (10 Points):

The participation goal established for the City of Savannah is 20% DBE with a 10% L/DBE participation on procurement opportunities. The proposer's DBE and L/DBE participation submission is valued at 10 (out of 100) points. Those proposers who submit participation meeting the established goal will earn the 10 points allotted. Proposers not submitting participation meeting the established goal will be awarded points to the degree participation is met. Proposers who elect not to submit any participation as requested in this RFP will not receive any points from this category. Please note, due to the scoring strategy, a "Good Faith Effort" (GFE) is not applicable to this proposal.

F. Fees (25 Points):

The proposer shall submit fees based on all required services described in the RFP and its attachments and exhibits, except those specified in the Consultant Agreement under section 1.C (“Extra Services of Consultant”). The consultant shall provide hourly fees for extra services of the consultant and sub-consultants that may arise during the design and construction phase of the project. See Exhibit “C” for sample list of hourly fees (Submit in Fees envelope).

Fee proposal shall include construction administration services for a period of ten (10) months. If the construction services period becomes less than the aforementioned time anticipated, the City shall be credited for all unused time. If project extends beyond the aforementioned anticipated construction administration period, the City and the consultant shall determine, in advance, if the remaining consultant time can be re-allotted into the remaining schedule or if additional time is necessary. Fees for additional time shall be based on the increase in the scope of work and the original construction services fee.

2.6 PROPOSAL FORMAT

A. General Instructions:

One (1) unbound, printed and signed original and six (6) identical, bound, printed copies of the proposal and supporting documents must be submitted in response to the RFP. Include one PDF copy on flash drive.

Provide one sealed envelope containing the Fee Proposal, clearly marked “Fee Proposal for Event 9401”, along with the Proposer’s company name.

B. Proposal Format:

The response to this “Request for Proposal” must be made in accordance with the requirements set forth in this Section. Failure to adhere to these requirements may be cause for rejection of the Proposal. Proposals shall be submitted in the following format and include the information outlined below. Page numbers should be included on the response.

- Cover Letter: A cover letter stating the intent of the consultant for this design project. The cover letter must include **acknowledgement of all addenda** issued for this proposal. If addenda are not acknowledged in the cover letter, the proposal will not be considered further. Also include:
 - (a) Identify the firm submitting the proposal, providing an accurate and complete name of the submitting firm with address, zip code.
 - (b) Indicate whether this is a branch office or the parent firm.
 - (c) Identify the type of ownership, or legal structure of the firm (LLC, sole proprietor, partnership, corporation, etc.)

- (d) If the submittal is for a multiple firm team, the lead firm must be clearly identified, and a list included of all other firms with the company name, address, and contact information for each.
 - (e) Provide the name, telephone number and email of the primary contact person, if the City has any questions regarding the proposal
 - (f) include a statement indicating the Respondent's intent to execute an Agreement with the Owner if selected for the Project,
 - (g) a statement from the Proposer acknowledging that a selection committee established by the City will evaluate the Proposals and make a recommendation to City Council, and that the award of the Contract for this project will be at the sole discretion of the City Council,
 - (h) a statement of the Respondent's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis for the duration of the project
 - (i) and signature of the firm executing the agreement with the City.
- Table of Contents: There shall be a Table of Contents for material included in the Proposal, indicating page locations. Sections should be for ease of reference and pages should be consecutively numbered and correspond to the table of contents.
 - Statement of Qualifications: Response to consultant's statement of qualifications (SOQ). Address each statement or question separately as outlined in the SOQ.
 - DBE/LDBE: Proposed Schedule of Disadvantaged Business Enterprise Participation (DBE) and Local Disadvantaged Business Enterprise Participation (LDBE), including the Joint Venture Disclosure (if applicable).
 - Non-Discrimination Statement.
 - Proposed Project Schedule: Each proposer shall submit a proposed time schedule for the project, including both design and construction phases. The schedule may include anticipated dates for the commencement of the work and for substantial completion of milestones. Also, the schedule shall show that the consultant can provide immediate service after the signed agreement. The schedule shall include allowances for periods of time required for City review, generally ten (10) business days for review of design phase documents, and for approval of the submission by authorities having jurisdiction over the project. Exhibit A may be used as reference; however, expounded upon including actual anticipated timeframes/dates.
 - Hourly Fees: Proposer shall submit hourly fees for services not specifically shown in the scope of services that may arise during the design and construction phase of the project. See Exhibit "C" as a basis.
 - References.

- Additional information such as agency brochures, resumes, etc. may be submitted as appropriate and should be included at the rear of the proposal as attachments.
- Fee proposals per instructions in Section III signed by responsible party and submitted separately in a single sealed envelope.

2.7 CONTACTS/QUESTIONS

All questions regarding this request for proposal shall be submitted in writing and emailed to the person listed on the summary event page. Those intending to respond to this event, their employees, agents and attorneys, shall not contact City Council members, or with City staff outside of the Purchasing Department, regarding this event, during the bidding process and evaluation phase.

2.8 OWNER SUPPLIED DOCUMENTATION

Any information released to the selected proposer by the City should be considered “for reference only”; no information should be used without appropriate verification by the City.

2.9 ADDITIONAL COSTS

All anticipated expenses are to be included in the Fee Proposal or accounted for in hourly fees, unless pre-approved by the City. This includes any fees typically considered as reimbursable.

2.10 DISCLAIMER

All documentation provided by the City shall be field verified by the consultant. The City neither certifies nor claims that the information shown represents the existing site conditions. The information shown shall not be used without field verification. In no event shall the City be liable for any direct, special, or consequential damages from the use of the drawings.

2.11 LOCAL VENDOR DEFINITION

A bidder or business shall be considered a local vendor if it meets all of the following requirements:

- a) The bidder or business must operate and maintain a regular place of business with a physical address within the corporate limits of the city, and
- b) The bidder or business 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 bidder or business 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.

2.12 ACKNOWLEDGEMENT OF ADDENDA

Vendor is responsible for determining and acknowledging any addenda issued in connection with this RFP. Addenda must be acknowledged in the cover letter order for proposals to be considered in the cover letter.

2.13 INSURANCE REQUIRED OF THE DESIGNER

Insurance and Certificate of Insurance Requirements:

Commercial General Liability

Limits (or higher):

General Aggregate:	\$2,000,000
Products Completed Operations Aggregate:	\$2,000,000
Each Occurrence Limit:	\$1,000,000
Personal Injury Limit:	\$1,000,000
Damage To Premises Rented To You	\$1,000,000 Any One Event
Medical Expenses	\$ 5,000 Any One Person

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- No exclusions on Products Completed / Operations for either ongoing and / or completed projects / operations.
- Coverage is for no less than Period of Repose for The State of Georgia.
- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.

Commercial Auto:

Limits: \$1,000,000 Per Occurrence & Aggregate (*Minimum*)

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.

Workers Compensation & Employers Liability (includes coverage of all employees, volunteers and others under your direction and supervision)

Limits:

Part A:	Workers Compensation: Statutory
Part B:	Bodily Injury By Accident: \$500,000 Each Accident
	Bodily Injury By Disease: \$500,000 Policy Limit
	Bodily Injury By Disease: \$500,000 Each Employee

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.

Commercial Umbrella:

Limits: \$5,000,000 Per Occurrence & Aggregate (*Minimum*)

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- *This umbrella covers over Commercial General Liability, Commercial Auto and Employers Liability (Part B of Workers Compensation).*
- *Umbrella is follow form with all provisions of the underlying coverage.*

Professional Liability:

Per Project Occurrence Limit: \$2,000,000

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- No exclusions for either ongoing and / or completed projects / operations.
- No “sunset provisions or clauses” for either ongoing and / or completed projects / operations.

Other Items Required:

- *Notice of Cancellation: No less than thirty (30) day notice provided to certificate holder.*
- *All insurance carriers in the policy / COI are required to have an AM Best Rating of A-, IX or better.*
- *The City of Savannah is not responsible for any of the property used in the project or owned by the designer.*

- *All deductibles in the coverage are the responsibility of Named Insured on policy.*
- *Indemnify & Hold Harmless wording required in contract: This contract requires the Consultant to indemnify and hold harmless the Owner in all consulting work, projects and services provided. The Consultant also agrees to indemnify for costs of preparing and defending lawsuits from consulting work, projects and services provided.*

EXCEPTION SHEET

Event # 9401

If the commodity(ies) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

SECTION III

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 City Hall Restoration, RFP Event # 9401 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 2.12 of this RFP.

- 1. As-Built Documents/Existing Conditions \$ _____
- 2. Construction Documents \$ _____
- 3. Bidding/Development of Contractor's Cost \$ _____
- 4. Construction Administration \$ _____
- 5. Closeout Services \$ _____

TOTAL FEES: \$ _____

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP _____

TELEPHONE: (_____) _____
Area Code

FAX: (_____) _____
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.

Please Print Name

Authorization Signature

Date

**SECTION 01310
DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS**

The City of Savannah actively encourages employment and participation of small and local 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 local disadvantaged business enterprises (LDBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize LDBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has established an 20% DBE goal for this project of which at least 10% must be met by a Local DBE.

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 Local Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 01310-3) and;
2. Proposed schedule of local disadvantaged business enterprise participation (Sec. 01310- 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 LDBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from LDBE 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 LDBE subcontracting in trades with established availability of LDBE subcontractors.
- ✓ Providing a minimum of 10 days notice prior to the Bid due date to LDBEs 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 LDBE 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 LDBE listed in the completed form entitled "Proposed Schedule of LDBE 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 LDBE 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 certification or an application for certification under review but has not been certified is not qualified as a certified LDBE and will not be recognized as such during the City's evaluation process.

No bidder shall enter into an agreement with any LDBE that would in any way limit the LDBE'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

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

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

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.

Signature

Title

PROPOSED SCHEDULE OF LDBE 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 firms listed in the table below.

Name of DBE Participant	Telephone	Email	Address (City, State)	LOCAL 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							%
Proposed Local DBE Subcontracts							\$
Bidder's Proposed Local DBE Participation							%

The undersigned will enter into a formal agreement with the LDBE 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 Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Local Disadvantaged Business Enterprise

GOOD FAITH EFFORT

Prime Company Name

Bid Date

Project Name

Event Number

If you have failed to secure LDBE participation or if your LDBE 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 FIRMS) 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:

List of:

Subcontracting Opportunities

Supplier Opportunities

2.) Did you obtain a current list of LDBE firms?

_____ Yes

Date of Listing ____/____/____

_____ No

Source _____

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

_____	_____
_____	_____
_____	_____

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

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

(2) Evidence of solicitation to prospective LDBE firms, 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** 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 firms 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 (\$)** _____

OVERALL DBE GOAL 20% **MINIMUM LOCAL DBE GOAL** 10% **This is the final project report. End Date:** _____

LD BE INFORMATION						LD BE PAYMENTS			
APPROVED LD BEs	DESCRIPTION OF WORK or SUPPLIES	LD BE CONTACT PERSON	LD BE CONTACT PHONE #	LD BE CONTACT EMAIL	LOCAL Y/N	ORIGINAL SUBCONTRACT AMOUNT	PAYMENT DATE(S)	<u>TOTAL PAID THIS PERIOD</u>	<u>TOTAL PAID TO-DATE</u>

Total Overall DBE Paid To Date: \$ _____ **%**
Total Local 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 LDBE 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 LDBE 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. LDBE Goals: Enter the contracted LDBE 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. LDBE Information: ONLY LDBEs that have been verified and approved by the City of Savannah Office of Business Opportunity, from the Prime Contractor's/Consultant's "Proposed Schedule of LDBE 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. LDBE Payments: Enter the actual amount of the subcontract agreement for each approved LDBE, the date of any payments occurring within the report period, the amount of the payments to each LDBE during this period and the total each LDBE has been paid-to-date.
9. Earnings-to-date: Enter the total amount paid to date to all LDBE 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 LDBE firms 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 LDBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of LDBE Participation (Section 01310). **Any proposed changes must meet established LDBE goals and conform to contract regulations and LDBE 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 LDBE firms 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 "LDBE 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 LDBE 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 LDBEs being counted toward the LDBE goal (including the prime contractor/consultant, if it is a LDBE 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 LDBEs being utilized in meeting the project's LDBE goals
- LDBE invoices for payment related to the project
- proof of payment of LDBE invoices related to the project

END OF SECTION 01437

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 affirmatively 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.) 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.