

**CONSTRUCTION MANAGER AT RISK CITY HALL RESTORATION  
EVENT NO. 9809**

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## SECTION II SCOPE OF WORK

**2.0 General Overview:** The City of Savannah (City/Owner) is accepting Requests for Proposals (RFP's) from qualified construction firms to provide Construction Management at Risk (CMAR) services for the City Hall Restoration project. It is the City's desire to hire a construction firm that supports preservation throughout Savannah and specializes in historic preservation. The City is seeking a CMAR with at least 10 years of established historic preservation experience. Only construction firms with the experience, capabilities and qualified available staff to provide CMAR services for the City Hall Restoration project will be considered.

The CMAR firm will be responsible for working closely with the members of the project team, including the owner, the owner's project manager, the design team, and other consultants contracted by the Owner to deliver a project that is within the budget, schedule, and quality constraints stipulated in the solicitation. The selected CMAR firm is to assist the Owner and its Design Team generally with cost estimating, value engineering, and constructability review throughout the design phase. Upon an approved Guaranteed Maximum Price (GMP) submission the CMAR shall implement/construct the improvements per the approved construction drawings and specifications.

The successful respondents will demonstrate a deep understanding of the project's objective and will demonstrate highly qualified abilities to accomplish the objectives of 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 at 912-651-6426 or by email [Cmiller02@savannahga.gov](mailto:Cmiller02@savannahga.gov).

Electronic submissions through the supplier portal will only be accepted for this proposal.

A **non-mandatory** onsite pre-proposal meeting is scheduled for 3 PM on March 1, 2023 at City Hall 2<sup>nd</sup> floor media room 2 East Bay Street, Savannah, GA. This conference will allow construction firms to discuss the scope of services and resolve any questions pertaining to this event prior to submission of their proposal response.

### **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, sub-basement, and four main floors used for municipal operations. The visitor/main entrance is off Bay Street. 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; missing original architectural details; inappropriate use of space, and the inclusion of non-original appurtenances. Additionally, the building has some water intrusion, temperature, and humidity control issues.

This project focuses on historic restoration and preservation including:

- Preserving the distinctive features, finishes, and construction techniques of the original building.
- Sensitively incorporating new features with 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.
- Focus on restoring the building to the period of 1906 while considering elements necessary for the municipal operations of today.

The overall restoration plan will be limited to the public spaces of the building to include the Bay Street entrance lobby, the rotunda (accessible at four floors) and adjacent corridors, the building's main stairwell (accessible at six floors), Council chambers, and the west half of the first floor.

The design phase of the project will consider the restoration project as a whole; however, the project will be designed to be constructed in phases due to limited available funding for the actual restoration work. This will allow critical needs to be addressed first, and to allow later phases to be completed as funding is made available.

All restoration solutions will be in accordance with the Secretary of the Interior's Standards for Restoration.

## **2.2 Project Discussion:**

- A. Project Type: The City intends this project to be completed as a Construction Manager at Risk (CMAR) project. It is intended that the selected CMAR firm will assist the owner and its design team with cost estimating, value engineering, and constructability review during the design phase, and then upon approval of a Guaranteed Maximum Price, shall build the improvements as the first phase of the total restoration project.

- B. **Project Budget:** The CMAR will work with the owner and design team to fully vet the project budget. The City’s funds budgeted for construction shall include all preconstruction and construction fees, labor, materials and equipment, and other miscellaneous project costs.
- C. **Contract:** The CMAR contract shall be independent of any other consultant contract entered into by the City, such as the architectural design contract. The contract will be based on actual cost of initial services and at a later time a fixed fee, not to exceed a Guaranteed Maximum Price (GMP) for construction services. The project will be open book. All savings, including unused contingency will be retained by the Owner.
- D. **Schedule:** It is anticipated that the total project schedule, from start of design to completion of construction and closeout, will be approximately twenty-seven (27) months. This includes:

As-Built Documentation/Existing Conditions	4 months
Design	9 months
GMP Proposal & Contract Extension	3 months
Construction	10 months
Closeout	1 months

The project is planned so that the CMAR will join the project team during schematic design which will fall approximately 5-6 months in from project start.

Note: The projected schedule provided should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the project.

- E. **Guaranteed Maximum Price (GMP):** The CMAR will be responsible for updating estimated construction costs throughout the design process. Upon completion of the design phase, the CMAR will submit their base bid (GMP) along with any bid alternates. Upon receipt of the CMAR’s GMP pricing, the owner may choose to negotiate with the CMAR to make final adjustments to the project scope and construction documents to reconcile the project scope and GMP pricing. The GMP will be presented to City Council for final approval as an amendment to the original Construction Management Agreement.

**2.3 Scope of Services:** The scope of work will generally consist of schedule, budget and constructability advice during the project planning and design phase, cost estimating for all project phases, construction scheduling and phasing. Upon approval of the GMP (and execution of the agreement amendment) the scope will include managing bidding and construction phases, entering into contracts with contractors to complete the work, maintaining the GMP, and closing out the project.

A. General:

1. The contractor shall be responsible for reading the Construction Management Agreement (Attachment B) and agree to provide the services as outlined.
2. The contractor shall be responsible for working with the City, the City's representatives, the design team, and other appropriate staff throughout all phases of the project.
3. The contractor shall be responsible for becoming familiar with all existing conditions that may affect the design and construction of the project.
4. The contractor shall aide the design team and owner in determining potential bid alternates in order to maximize the available project funds.
5. The contractor 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.

B. Design/Pre-Construction Phase

1. Review owner's goals and priorities.
2. Review owner's project budget.
3. Review owner's project schedule.
4. Work with the design team to develop an overall management plan and create a Critical Path Management ("CPM") of critical design and construction dates to accomplish the stated objective.
5. Monitor evolving design and make suggestions regarding equipment, material, and systems selections.
6. Consult with the owner and design team on means and methods of construction.
7. Identify certain areas of phased construction.
8. Develop requirements for safety, quality assurance/control, and schedule adherence.
9. Review plans and schedules for phased construction and make recommendations to the City, and design team regarding the phased issuance of the drawings and specifications prepared by the design team to facilitate phased construction where such phasing is appropriate.
10. Perform a constructability review of the design documents during and after each phase of the design.
11. Perform maintainability review of the design documents during and after each phase of design.
12. Perform budget review of design documents during and after each phase of design.
13. Provide detailed construction cost estimates to achieve the owner's budget. This periodic cost estimate (not inflated) for project costs based upon current stage of design development is very important to ensure project stays within budget and is phased properly.

14. Develop value engineering options as needed.
15. Provide financial and quality analysis of different construction methods in each major trade, group for potential quality, cost and schedule enhancements.
16. Discuss project with subcontractors and material suppliers to determine workloads, bonding capacity availability, worker/mechanic availability, etc., and to develop interest in the project, intent in bidding work, and fine-tuning time schedule to provide best possible time to receive bids.
17. Prepare a site use study to be used for allocation of space for storage, parking, and temporary facilities.
18. Around 90% completion of the design development phase, the CMAR, with the support and assistance of the design team, will submit for a continued contract for construction of what was identified as Phase I per the budget. The CMAR shall competitively bid all construction subcontracts and other work appropriate as required by the State of Georgia and City requirements.

#### C. Bidding and Award Phase

1. Develop subcontractor bid packages.
2. Develop requirements to ensure time, cost, and quality control during construction.
3. Provide a provisional construction schedule (CPM) for issuance with bid packages.
4. Identify bidders and general bidder documents.
5. Schedule and conduct pre-bid conferences in conjunction with the architect.
6. Advertise and distribute bidding documents (bid opportunities may also be listed on the City website, and opportunities are to be made available to qualified local construction firms)
7. Develop a L/DBE plan in accordance with the City of Savannah Entrepreneurial Center specific to your construction firm's policies, the City's L/DBE goals, and other pertinent information that will assist members to actively participate in the subject project.
8. Monitor bidder activity.
9. Review and analyze bids for submission to owner.
10. Update schedule.
11. Submit Guaranteed Maximum Price for base bid work for approval by the owner.

#### D. Construction Phase

1. Establish site organization, including work and storage areas.
2. Establish job site management organization and job site procedures.
3. Maintain daily log for job site record and maintain as-built drawings and records.
4. Maintain on-site staff for construction management.

5. Comply with the City of Savannah's Disadvantaged Business Enterprise (DBE) participation plan.
6. Comply with the City of Savannah's Hire Savannah Program.
7. Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction, and occupancy.
8. Prepare agendas and conduct job progress meetings and distribute accordingly. Prepare and distribute progress meeting minutes.
9. Prepare and submit change order documentation for approval of the owner.
10. Maintain a system for review and approval of shop drawings, samples, and product data.
11. Maintain records and submit bi-weekly reports and formal monthly reports to design team, and City. Include a daily log containing a record of weather, trade contractors and subcontractors working on the site, number of workers, work accomplished, problems encountered and other similar relevant data as the City may reasonably require.
12. Maintain quality control and ensure conformity to plans.
13. Develop a system and provide cost control through progress payment review and verifications according to the approved schedule and contract amounts. Include regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report variances to design team and owner.
14. Coordinate post-completion activities including the assembly of guarantees, manuals, closeout documents, training, and the owner's final acceptance.
15. Coordinate and monitor the resolution of remaining punch list items.
16. Prepare billings and progress payments.
17. The contractor shall before and during the project, but ahead of each construction activity: Identify and communicate to the owner any potential problems and risks related to the activity and its impacts, to help minimize potential impacts of such on cost, quality, and schedule.

E. Warranty Phase

1. Provide operations and maintenance manuals.
2. Secure and assemble warranties or guarantees.
3. Instruct operating personnel in equipment operating and maintenance procedures.
4. Assist in actual start-up of equipment.
5. Complete all punch list items.
6. Implement close-out procedures and ensure requirements are met including:
  - Subcontractors and vendor's final payment.
  - Resolution of claims.
  - Final change orders.
  - Consent of sureties.

7. Coordinate, monitor, and resolve all warranty complaints to the satisfaction of the owner during the one-year general warranty period. At the 11-month mark conduct a final walk-through to ensure all items have been addressed.

## 2.4 Evaluation, Selection, And Approval

- A. Evaluation: Proposals shall be evaluated by a selection committee comprised of City staff.
- B. Selection Process: The City may elect to use a two-step for the selection of a CMAR on this project. The selection committee will initially review each proposal received utilizing the technical criteria outlined in the statement of qualifications. Following this initial evaluation firms deemed to be qualified by the selection committee may be invited for an interview. Interviews shall demonstrate to the committee the respondent's understanding of the project's scope of work and shall be expected to discuss their particular approaches to successful, timely completion of the project in accordance with the terms of the contract documents. Further instructions and clarifications for interviews will be issued to the short-listed firms.
- C. Selection and Approval: Proposals shall be evaluated according to the following criteria and weight at a minimum:
  - a) Cover Letter/ Firm Description (Pass/Fail)
  - b) Key Personnel Qualifications (*35 points*)
  - c) Project Experience/ CMAR Approach (*30 points*)
  - d) References (*10 points*)
  - e) DBE Participation Goals (*10 points*)
  - f) Fees (*15 points*)

Proposals shall be evaluated by a selection committee. The selection committee may, at its option, request any or all proposers to provide on-site demonstrations of the proposed system.

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

- D. Minimum Qualifications in order to be considered for award:
  - Restoration/preservation experience on two (2) interior building projects within the last eight (8) years that adhere to the Secretary of Interior Standards for the Treatment of Historic Properties. One (1)



of those projects must show a total construction cost over \$800,000 with a total size of 4,000 square feet or greater (both of which should be specifically related to the restored area), with a preference for construction on institutional building types.

- Experience on one (1) project that shows construction management abilities, including but not limited to, cost estimating, value engineering, and constructability review throughout the design phase, delivery of a successful Guaranteed Maximum Price, and successful completion of the project, with preference on a building interior project of an institutional building.

- E. Failure of a construction firm to provide any portion of the requested information may result in the declaration of the construction 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 construction firm will be conducted; should contract and/or pricing negotiations fail, the City may enter into negotiations with one of the other highly-ranked construction firms.

## 2.5 **Basis Of Evaluation:**

- A. Qualifications, Experience and Approach:

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

1. Proposer's expertise necessary to perform all portions of the work required.
2. Proposer's familiarity with applicable statutes and regulations governing restoration/ preservation efforts.
3. Proposer's knowledge and experience in meeting the Secretary of the Interior's Standards for Restoration.
4. Proposer's overall reputation, service capabilities, and quality as it relates to this project type. This includes the contractor's experience and reputation in preservation/restoration projects.
5. Ability of the contractor to identify potential sub-contractors with the necessary qualifications for a project of this nature and the experience of the contractor in working with sub-contractors with the necessary qualifications.
6. Proposer's capacity and intent to proceed without delay if selected for this work.
7. Work samples that demonstrate:
  - i. Experience completing projects of a similar scope, scale, and complexity
  - ii. Quality of work product
  - iii. Client satisfaction
  - iv. Ability of the proposer to complete projects within

- established schedules and within project budgets.
      - v. Risk assessment/management: solution of design and construction problems, reflecting on the constructability and coordination of the design drawings
  - 8. The proposer's prior working experience with the City, including, but not limited to, project communication, understanding of existing conditions, adherence to schedule and budget, and quality of construction.
- B. References: The proposer shall furnish three (3) letters of reference from accounts worked on 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.
- C. Disadvantaged Business Enterprise (DBE), Local Disadvantaged Business Enterprise (L/DBE) Participation:

The participation goal established for the City of Savannah is 20% DBE with 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.
- D. Fees: The proposer shall submit fees based on all required services described in the RFP, including all services through submission of the final GMP.
- E. Savannah First Local vendor participation (20 points total) – Vendors within the city limits of Savannah who have a City of Savannah Business Tax Certificate that was issued at least 12 months prior to the issuance of the solicitation, will receive a total of 20 points. Vendors outside the city limits but located within Chatham County will receive a total of 10 points.

## 2.6 Proposal Format:

Response to this RFP must be made in accordance with the requirements set forth in this Section. Failure to adhere to these requirements, or omission of requested information, may be cause for rejection of the Proposal.

### A. General Instructions:

Submit one (1) electronic copy through the supplier portal and supporting documents.

Provide a separate attachment containing the Fee Proposal, clearly marked “Cost Proposal, Event 9809.

B. Proposal Format:

Proposals shall be submitted in the following format and include the information outlined below. Included page numbers on the response.

- Cover Letter: A cover letter stating the intent of the CMAR for this restoration project. Also include:
  - (a) A statement indicating the respondent’s intent to execute an agreement with the owner if selected for the project,
  - (b) A summary of why the respondent believes itself to be the most highly qualified firm for this project,
  - (c) 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,
  - (d) A statement of the respondent’s capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis;
  - (e) 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.
- Statement of Qualifications: Response to construction firm’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.
- 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, 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 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 Disclaimers:**

- A. All documentation provided by the City shall be field verified prior to use. In no event shall the City be liable for any direct, special, or consequential damages from the use of provided documentation.
- B. While every effort has been made to ensure the accuracy and completeness of information in the RFP, the City recognizes that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the City.
- C. Each firm shall be solely responsible for receiving the RFP documents, including any addenda issued, and any and all conditions which may in any way affect its Proposal or the performance of the work on the project.
- D. Each firm is to determine that the RFP documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the required work on the project. Each firm is responsible for promptly giving the City of Savannah Purchasing Department written notice of all conflicts, errors, ambiguities or discrepancies that the firm discovers in the RFP documents and

aspects of the RFP documents that the submitting firm does not understand. Any failure to do so shall be at submitting firm's sole risk, and no relief for error or omission will be provided by the City of Savannah. All communication shall be made in writing via the question submission feature on the City's Supplier Portal.

- E. The City reserves the right to delete any portion of the approved contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the contract to be deleted, the firm shall be paid for actual work completed.
- F. The firm agrees and understands the contract for these services shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

## 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 Insurance Requirements

### 2.12.1 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.

**2.12.2 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.

**2.12.3 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.

**2.12.4 Commercial Umbrella:**

Limits: \$2,000,000 Per Occurrence & \$4,000,000 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.

#### **2.12.5 Professional Liability:**

Per Project Occurrence Limit: \$1,000,000

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.

#### **2.12.6 Other Items Required:**

- No exclusions for subcontractors. The City recommends the contractor obtain certificates of insurance from sub-consultants, however, the contractor will ultimately be responsible for any gap in coverage or lack thereof.
- 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.

**General** - All insurance shall be placed with Georgia admitted carriers with a current AM Best's rating of A (minus), X, or better

\*Contractor's Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee.

### **2.13 Satisfaction of DBE Goals; Good Faith Effort**

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

- a. A bid shall be considered non-responsive unless a bidder meets either the DBE goal established for the contract or demonstrates good faith effort to meet the DBE goal.
- b. In order to meet the DBE goal of a solicitation, a bidder entity must submit the following information:
  - i. The names and addresses of each DBE that will participate in the contract;
  - ii. A description of the work that each DBE will perform;
  - iii. The percentage of the contract value that each DBE will receive.
  - iv. Written documentation, in a form acceptable to OBO, of the bidder's commitment to use each DBE whose participation the bidder submits to meet the contract goal; and
  - v. Written confirmation, in a form acceptable to OBO, from each DBE that it will participate in the contract as indicated by the bidder.
- c. The bidder should submit the above information as follows:
  - i. Under sealed bid procedures, the information should be provided with the sealed bid response; or
  - ii. Under requests for letters of interest or requests for proposals, the information should be provided with the initial letter of interest or proposal.
- d. If the information required by section (b) above is not provided in accordance with section (c) above, the information must be provided to the City of Savannah within three (3) business days after OBO notifies the bidder that it has not provided all the required information with its response. Failure to provide the City of Savannah with this information within such three (3) business days may be cause for the response to the solicitation to be deemed non-responsive.
- e. Determination of Good Faith Effort.



- i. A bidder shall not be denied award of a contract due to failure to meet the assigned contract goal if the bidder timely (within the timeframes provided in paragraphs (c) and (d) above, as applicable) provides documentation demonstrating the bidder's good faith effort to meet the goal, as determined by the Program Coordinator. In making such determination, the Program Coordinator shall consider the quality, quantity, and extent of the various efforts that the bidder has made to meet the goal.
- ii. The efforts that may be considered by the Program Coordinator include, but are not limited to:
  1. Soliciting through activities such as attendance at pre-bid meetings, advertising, or written notices, the interest of certified DBEs (or DBEs eligible for certification) that have the ability and capacity to perform the contract work. The bidder must solicit this interest in a timely manner to allow the DBEs to respond to the solicitation. The bidder must take appropriate steps to follow up initial solicitations of DBEs.
  2. Identifying the portions of the contract that could reasonably be performed by a DBE in order to increase the likelihood that the DBE goals will be achieved. This may include, where appropriate and commercially practicable, separating contract work items into segments more appropriate for participation by DBEs.
  3. Providing each interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner.
  4. Negotiating in good faith with each interested DBE. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and explaining why an agreement could not be reached with an interested DBE to perform the work. The fact that there may be some additional costs involved in subcontracting with DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such additional costs are reasonable, as determined by the Program Coordinator in his or her sole discretion.

- iii. In determining whether a bidder has made a good faith effort, the Program Coordinator may also consider the level of participation proposed by the bidder and the level of participation proposed by other bidders. The closer the bidder's proposed participation is to the goal or to the proposed participation by other bidders, the greater the indication of good faith by the bidder.

## **2.14 Hire Savannah Program Participation**

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

- 2.15 **Qualifications:** Each proposer shall submit a summary of their qualifications and experience **(as requested in the attached “Statement of Qualifications”)**. Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.
- 2.16 **Schedule:** Each proposer shall submit a proposed time schedule for the project.
- 2.17 **Fees:** Proposer shall submit fees based on the detailed listing in Section 3 of the RFP. (Provide Hourly Fees for Services not specifically shown in the Scope of Services that may arise during the Design and Construction Phase of the Project)
- 2.18 **Acknowledgement of Addenda:** Vendor is responsible for determining and acknowledging any addenda issued in connection with this RFP. Addenda must be acknowledged in order for proposals to be considered. **Addenda must be acknowledged online under the questions tab when submitting your proposal.**

**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. ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ON THIS FORM.**

Fee proposals shall be submitted on this form as a separate attachment clearly marked Fee Proposal for Event # 9809. 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 online under the questions tab when submitting your proposal.

Description	Total
CMAR's Pre-Construction Services (including all fees, overhead costs, and expenses)	
CMAR's Proposed Construction Phase Fee	
CMAR's Proposed Construction Overhead & Expenses	
Proposed Cost of Work (all labor & materials)	
Proposed Construction Contingency (5% of Cost to Work)	

Total Bid \$ \_\_\_\_\_

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 a 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](http://www.dot.ga.gov/PS/Business/DBE)

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

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

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

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

## NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

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

---

Signature

---

Title

## PROPOSED SCHEDULE OF LD BE 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 LD BE 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:  
Subcontracting Opportunities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of:  
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)	TOTAL PAID THIS PERIOD	TOTAL PAID TO-DATE

**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**

## HIRE SAVANNAH AGREEMENT

<b>Event #:</b>		<b>Event Name:</b>	
<b>Bidder/Proposer Name:</b>			

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating 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](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://everify.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.