

**SPRINGFIELD TERRACE DESIGN
EVENT NO. 11147**

**SECTION II
SCOPE OF WORK**

2.0 Broad Description of Project: The purpose of this event is to receive proposals from qualified contractors for services for Springfield Terrace School is located at 707 Hastings Street on the westside of Savannah, Chatham County, in southeastern Georgia. The 1926 one-story, wood-frame building is clad in painted brick veneer and is small in scale, consistent with the surrounding modest one-story, working-class houses in the neighborhoods it historically served. The school's architectural details contain elements of both the Craftsman and Colonial Revival styles. Craftsman elements include exposed rafter tails, wide over-hanging eaves, low-pitched cross-gabled and hipped roofs, and ribbon windows. Colonial Revival elements include building symmetry, a central entrance framed by a traditional pediment and round Doric columns, multi-light (9/9) windows, and a brick exterior finish. The building is T-shaped and has four large classrooms accessed via a central corridor with angled doorways.

The building maintains a high level of integrity with its intact original floorplan and the survival of most original finishes and materials including plaster walls and ceilings, wood doors with transoms, windows, and wood details like wainscoting in the corridors. Minimal alterations include non-historic flooring, and a circa 1999 conversion of the former storage and furnace rooms to restrooms and a storage room. Springfield Terrace School remains in its original location and setting bordering the residential neighborhood present during the time of the school's operation. Integrity of feeling and association are derived from the building's direct link as a purpose-built school erected to provide education to the children of the African American families in the surrounding area. The school was listed on the National Register of Historic Places in 2022.

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. 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
- Eliminating water intrusion issues, if any are present
- 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, and constructability recommendations. 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.

Only electronically submitted bids through the supplier portal will be allowed. To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. Large files may need to be split up and uploaded as multiple attachments.

2.1 Project Components

- A. Project Construction 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 I. 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 six (6) months to complete, and the construction phase will take approximately ten (10) months to complete.
- D. Designer of Record: The Designer of Record will be the single point of responsibility for all design decisions.
- E. Project Communication: All communications and directives regarding the project shall be made exclusively by the City's assigned Project Manager.
- F. Owner-Supplied Information completed by other Consultants: Any documentation provided by the City shall be used for reference only. Information within the documents should be further verified and evaluated by the consultant. Final recommendations on repair will be the responsibility of the consultant.

- G. Ownership of Design: The rights to the Consultant's plans and designs (including revit/autocad files) 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.

2.2 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 (Exhibit 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 act as the design team leader, coordinating all individual sub-consultants, as required for preparing complete construction documentation.
4. 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.
5. The consultant shall be responsible for becoming familiar with all existing conditions that may affect the design and construction of the project.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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, etc.
11. The consultant shall be responsible for close-out requirements of the permits.
12. The consultant shall aide the Owner in determining potential bid alternates in order to maximize the available project funds.
13. 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.

B. As-Built Documentation and Existing Conditions

1. Deliverables:
 - (a) Condition assessment report. This should include:
 - (a) Information on what was discovered during the building assessment and recommendations on what needs to be restored, rehabilitated, repaired, or replaced.
 - (b) Prioritization of problem areas.
 - (c) Identification of character defining features and significant construction methods.
 - (d) Field notes, sketches, photos, test reports, etc. to show findings and or better describe conditions.
 - (b) As-built (measured) drawings of the building (including floor plans, roof plan, elevations, and site plan) documenting the existing building conditions.
2. An assessment of the existing conditions of the building and its related systems will be completed. Highlight areas of issues that need to be addressed during design and construction. Investigation must include the following at a minimum:
 - (a) Building envelope (including doors, windows, roof, etc)
 - (b) Structural integrity
 - (c) Finishes and Materials
 - (d) Hardware
 - (e) Lighting Fixtures
 - (f) Plumbing system
 - (g) Mechanical system

- (h) Electrical system
- (i) Fire alarms
- (j) Fire protection system
- (k) IT&S and AV system
- (l) Site

C. Construction Documents

1. The Construction Documents shall be submitted in four (4) submissions: 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 L.
2. Upon completion of the Construction Documents 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. Bidding

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.

E. 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 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.
5. 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 submitted to the City. 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.
6. The consultant shall attend bi-weekly onsite Owner, Architect, Contractor (OAC) meetings, throughout the progression of construction.

F. 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).

2.3 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.

- a) Cover letter stating the intent of the Proposer for this design project. The cover letter shall also include:
 - Identify the firm submitting the proposal, providing an accurate and

complete name of the submitting firm with address, zip code.

- Indicate whether this is a branch office or the parent firm.
 - Identify the type of ownership, or legal structure of the firm (LLC, sole proprietor, partnership, corporation, etc.)
 - 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.
 - Provide the name, telephone number and email of the primary contact person, if the City has any questions regarding the proposal
 - include a statement indicating the Respondent's intent to execute an Agreement with the Owner if selected for the Project,
 - 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,
 - 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
 - and signature of the firm executing the agreement with the City.
- b) 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.
- c) 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 "J" as a basis.
- d) Proposed Schedule of DBE Participation and Non-Discrimination Statement.
- e) Response to Consultant Statement of Qualifications included with this document. (Additional information such as agency brochures, resumes, etc. may be submitted as appropriate).

2.4 Basis of Award: Proposals will be evaluated according to the following criteria and weight:

- a) Cover Letter/Firm Description Pass/Fail
- b) Proposer's qualifications, experience, methodology, and design team *(70 points)*
- c) Fees *(20 points)*
- e) DBE participation goals *(10 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.

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.

Provide no less than five (5) examples of experience in design and construction services similar to this project with similar dollar value and complexity that demonstrate the design team/s capabilities to perform this project.

- Three (3) examples shall be building restoration/preservation projects within the last ten (10) years, excluding residential projects.
- One (1) example shall have a construction cost over \$1 million, with preference for construction on commercial or institutional building types.
- One (1) shall be a total size of 5,000 square feet or greater (specifically for the restored area), with preference for construction on institutional building types.
- Two (2) projects must include both exterior and interior restoration.
- One (1) project must include site work.
- One (1) example should be for a project that was required to follow standards within the Secretary of the Interior's Standards for the Treatment of Historic Properties.

One project can meet multiple criteria stated above. Any proposal submitted without the required experience may be disqualified. It will be the responsibility of the proposer to explain why the scope of work is similar. Please provide detailed information on separate project sheets (see Exhibit H for Example Project Sheet) as well as completing Exhibit G Project Matrix. The review team will determine final determination on whether the similar project meets the requirement so it may be prudent for the Respondent to submit more projects than the minimum provided.

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.

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.

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, Methodology:

Each proposer shall submit a summary of their qualifications and experience as requested in the attached “Statement of Qualifications” (Exhibit 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 a 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) 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.

B. Design Team:

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:

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.

2.6 Copies: One (1) electronically submitted through the supplier portal of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

2.7 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. All questions regarding this request for proposal should be submitted in writing and emailed to the person listed on the summary event page.

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 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.

2.13 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.

2.14 Schedule: Each proposer shall submit a proposed time schedule for the project.

2.15 Fees: Proposer shall submit fees based on the detailed listing on the Supplier Portal under lines.

The proposer shall submit fees based on all required services described in the RFP and its 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 "J" for sample list of hourly fees.

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.

2.16 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.

2.17 Insurance Requirements:

2.17.1 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.

2.17.2 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.

2.17.3 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.

Insurance and Certificate of Insurance Requirements: Basic (*continued*)

2.17.4 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.*

2.17.5 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.

2.17.6 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.

**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 attachment** 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 attachment 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

