

**CONSTRUCTION MANAGER AT RISK
CIVIC LEGACY – ARENA REMOVAL
EVENT NO. 11731**

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SECTION II

SCOPE OF WORK

2.0 GENERAL OVERVIEW

The City of Savannah (City/Owner) is accepting Proposals from qualified construction firms to provide Construction Manager at Risk (CMAR) services for the Civic Legacy – Arena Removal project. It is the City's desire to hire a construction firm with previous experience in demolishing large arenas or facilities. The City is seeking a CMAR with at least 10 years of proven experience in similar projects. Only construction firms demonstrating the experience, capabilities, and availability of qualified staff to provide CMAR services for the Civic Legacy – Arena Removal project will be considered.

The City intends to enter into a preconstruction services contract with the selected CMAR firm pursuant to the information contained in this Request for Proposals (RFP). The CMAR firm (which may be referred to within this RFP as "Respondent", "Proposer", or "Construction Firm") will be responsible for collaborating closely with members of the project team, including the Owner, Owner's Project Manager, Design Team, and other consultants contracted by the Owner to deliver a project that meets the specified budget, schedule, and quality requirements. The selected CMAR firm will assist the Owner and its Design Team with cost estimating, value engineering, constructability review throughout the design phase, and development of a Guaranteed Maximum Price (GMP). Upon approval of the GMP, the CMAR shall proceed with the demolition of the existing arena facility and the repair and restoration of the exterior façade of the adjacent structure per the approved construction drawings and specifications.

Successful respondents will clearly demonstrate a comprehensive understanding of the project's objectives and exhibit highly qualified abilities to achieve these objectives. The City reserves the right to request subsequent interviews as part of the evaluation process. All questions or concerns shall be submitted via the question submission feature on the City's Supplier Portal.

A **non-mandatory** onsite pre-proposal meeting is scheduled for **August 12, 2025, at 1:00 PM**. Location: **Savannah Civic Center at 301 W. Oglethorpe Ave, Savannah, GA 31401 in the O'Connor Room**. 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

The Civic Legacy – Arena Removal Project involves the careful demolition of the Martin Luther King, Jr. Arena at the Savannah Civic Center. The demolition must be performed such that the Johnny Mercer Theatre, Lobby, and Concrete Canopies alongside the Lobby remain in place and in service. The selected CMAR will be responsible for a range of work, including, but not limited to, abatement of lead, asbestos-containing material, and presumed asbestos-containing material; demolition; and construction of a new wall at the south end of the Lobby. The Arena was constructed with 15-ft deep steel trusses that span across the full width of the Arena that support steel purlins. The trusses are supported by concrete columns along the perimeter of the Arena. The building is enclosed by an 8-in thick exterior concrete wall that is supported by the concrete columns. Interior walls were typically constructed with CMU. The

roof consists of fiberboard decking on bulb tees. The Arena seating was constructed with cast-in-place concrete elements. The demolition will extend to the below-grade slab of the bottom floor. The concrete canopies were constructed with reinforced concrete waffle slabs supported by integrated reinforced concrete beams; the beams are supported by reinforced concrete columns. The demolition will extend to an expansion joint constructed within the footprint of the Lobby.

The demolition may be performed using mechanical equipment from the south edge of the building to Column Line 10; swinging balls may not be used as a method of demolition. The portion north of Column Line 10 must be demolished by hand.

Following demolition, a new temporary façade will be constructed at the south end of the Lobby. The façade will be constructed with cold-formed stud walls and will be finished with an EIFS cladding.

Erosion control measures will be required.

2.2 PROJECT DISCUSSION

- A. **Project Type:** The City intends this project to be completed as a Construction Manager at Risk (CMAR) project. The intention is for the selected CMAR firm to 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 Civic Legacy – Arena Removal project.
- B. **Project Budget:** The estimated construction budget for the project is \$10,000,000 which includes all preconstruction and construction fees, labor, materials, equipment, general conditions, a 10% Owner’s Contingency, and other miscellaneous project costs. The CMAR is expected to collaborate with the Owner and Design Team to fully vet and manage the project within this budget, ensuring that the total project cost does not exceed the established amount. Any costs beyond this budget will require prior approval from the Owner.
- C. **Contract:** The CMAR contract shall be independent of any other consultant contract entered into by the City, such as the demolition 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. Development of the GMP is based on open book, competitive bids solicited from qualified subcontractors and vendors. All savings, including unused contingency, will be retained by the Owner. If the CMAR fails to negotiate an acceptable GMP, the City can directly utilize the design package to solicit a competitive bid(s) for completion of the entire project.
- D. **Schedule:** It is anticipated that the total project schedule, from start of schematic design to completion of construction and closeout, will be approximately sixteen (16) months. This includes:

Activity	Date
Schematic Design	April – May 2025
Design Development	June – July 2025
Construction Documents “For Permitting & Pricing”	August – September 2025

CMAR Contract Award	September 2025
Permitting and Final Construction Documents	September – November 2025
GMP Approval	December 2025
Demolition/Construction	January – July 2026

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. When the CMAR is brought on board, the CMAR will need to provide a cost estimate of the permit set. Upon completion of the design phase (completion of permitting), the CMAR will submit their base bid (GMP) along with any bid alternates. The CMAR will also be given an opportunity to provide feedback to the design team on the plans before the completion of the design phase. 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 Agreement.

2.3 SCOPE OF SERVICES

The scope of services requested by this RFP to be completed by the CMAR includes but is not limited to the following key elements:

1. Preconstruction Services

- a. Conduct comprehensive site investigations and condition assessments, including utility mapping and structural evaluations.
- b. Develop detailed demolition and restoration sequencing plans to protect the structural integrity and function of the adjacent building.
- c. Provide complete preconstruction services, including cost estimation, value engineering, constructability reviews, and preliminary scheduling.
- d. Identify and assist in obtaining all applicable permits and regulatory approvals in coordination with the Owner and project stakeholders.
- e. CMAR should collaborate with the design team to ensure design completeness and constructability.
- f. Provide early procurement strategies and assist with subcontractor prequalification.

2. Development of a Guaranteed Maximum Price (GMP)

- a. The CMAR shall be responsible for preparing and submitting a GMP that reflects all costs associated with construction, including labor, materials, subcontractor costs, general conditions, overhead, and profit.
- b. The GMP shall be finalized following preconstruction services and approval by the Owner.

- c. The CMAR will adjust the GMP based on any changes to the scope or design modifications and work with the Owner to manage the budget and cost control throughout the project.

3. Demolition of Arena

- a. Hazardous Material Abatement
 - i. Perform all required inspections and abatement of hazardous materials, including asbestos-containing materials, lead-based paint, PCBs, and other regulated substances, in accordance with local, state, and federal requirements.
 - ii. Ensure compliance with environmental health and safety regulations and submit all required documentation.
- b. Utility Disconnection and Rerouting
 - i. Identify, disconnect, and cap all utilities serving the arena structure in compliance with authority requirements.
 - ii. Coordinate and protect any utilities or infrastructure systems serving the adjacent theatre or surrounding facilities.
- c. Structural Demolition
 - i. Execute the controlled demolition of all above-grade and below-grade structural elements of the arena down to the existing slab-on-grade.
 - ii. Implement dust, noise, and vibration control measures to mitigate impacts on the adjacent building and surrounding area.
 - iii. Provide shoring, stabilization, and monitoring as necessary to protect existing structures and shared components.
- d. Debris Removal and Site Clearing
 - i. Sort, recycle, and dispose of all demolition debris in accordance with local environmental and waste management requirements.
 - ii. Perform rough grading and stabilization of the site to ensure safe and secure conditions post-demolition.

4. Façade Repair and Restoration of Adjacent Building

- a. Condition Survey and Protection
 - i. Conduct a comprehensive condition assessment of the adjacent structure's façade prior to the commencement of demolition.
- b. Install temporary barriers, structural protection, vibration monitoring equipment, and settlement control systems as required.
- c. Façade Restoration
 - i. Repair or replace exterior envelope components including masonry, stone, terra cotta, or other architectural elements damaged by demolition.
 - ii. Perform repointing, patching, and cleaning of façade materials consistent with historic preservation best practices and aesthetic requirements.

- iii. Restore or replicate architectural features, including cornices, window systems, flashing, and decorative elements damaged by demolition in accordance with preservation guidelines.
 - d. Structural Reinforcement and Waterproofing
 - i. Reinforce any structural components of the adjacent building affected by.
 - ii. Install or repair waterproofing systems to ensure full enclosure and protection of the façade.
 - e. Painting and Finishes
 - i. Prepare and finish restored façade surfaces using historically appropriate or specified paint systems, coatings, or treatments.

5. MEP Modifications

- a. Modify Mechanical system to maintain the Johnny Mercer Theatre.
- b. Modify Electrical system to maintain the Johnny Mercer Theatre.
- c. Modify Plumbing system to maintain the Johnny Mercer Theatre.

6. Site Restoration and Closeout Items

- a. Grade and prepare the former arena site for future development, including stormwater management considerations and utility stubs as required.
- b. Restore all disturbed public rights-of-way, sidewalks, landscaping, fencing, and site features to pre-construction or improved conditions.
- c. Provide final cleaning, punch list completion, and submission of close-out documentation including as-built drawings, warranties, and operations and maintenance materials.

7. Permits, Bonds, Insurance, and Other Project Requirements

- a. The CMAR shall be responsible for acquiring all necessary permits, licenses, and approvals required by local authorities for the project.
- b. CMAR is responsible for securing performance bonds, insurance coverage, and any other requirements stipulated in the RFP or required by law for the project.
- c. CMAR shall ensure that all work is covered by the appropriate liability insurance and worker's compensation policies.
- d. Ensure that all bonding requirements are met, including payment and performance bonds as required by the project specifications.
- e. CMAR must comply with safety protocols and provide all necessary safety plans to mitigate risks on-site, ensuring a safe environment for workers, subcontractors, and the public.

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 process 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 respondents' 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 CMARs.
- C. Selection and Approval: Proposals shall be evaluated according to the following criteria and weight at a minimum:

Cover letter / Firm Description	pass/fail
Qualifications and Project Experience	50 points available
CMAR Approach	20 points available
References	5 points available
DBE/LDBE Participation Plan	10 points available
Fees	15 points available
Total Points	100 points available

- D. Minimum Qualifications in order to be considered for award:
- Provide no less than five (5) examples managing large-scale demolition projects of similar complexity and scale that demonstrate the company's capabilities to perform this project. The examples shall include the following minimums:
 - Two (2) of the examples should be for projects on a historic building, with preference for historic preservation or restoration projects.
 - Two (2) of the examples should show experience executing projects adjacent to or within occupied or operational facilities, including appropriate phasing and communication strategies.
 - One (1) of the examples should be for a project exceeding \$8 M in the past five (5) years.

Please note that the same project can be used to meet multiple categories.

- Experience on one (1) project from 2.4.D (above) that shows CMAR 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 historic renovation or restoration project.
- E. 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.

- F. Failure of a CMAR to provide any portion of the requested information may result in declaration of the CMAR's qualifications package being declared non-responsive. The City reserves the right to reject any and all of the proposals submitted.
- G. If necessary, negotiations with the selected CMAR will be conducted; should contract and/or pricing negotiations fail, the City may enter into negotiations with one of the other highly ranked CMARs.

2.5 BASIS OF EVALUATION

A. Qualifications and Project Experience (50 points):

Each Proposer shall submit a summary of their qualifications and experience as requested in the attached "Statement of Qualifications" (Attachment A). In evaluating proposals submitted pursuant to 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 overall reputation, service capabilities, and quality as it relates to this project type. This includes the CMAR's experience and reputation with similar projects.
3. Provide information on the firm's proposed staff. Identify project key individuals and provide relevant experience, resumes, job description, responsibilities, and project organizational chart. To be considered for award, the project will require a full-time Project Manager and a full-time Superintendent.
4. Ability of the CMAR to identify potential subcontractors with the necessary qualifications for a project of this nature and the experience of the CMAR in working with subcontractors with the necessary qualifications.
5. Proposer's capacity and intent to proceed without delay if selected for this work.
6. 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: solutions to design and construction problems, reflecting on the constructability and coordination of the design drawings.
7. 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. CMAR Approach (20 points):

This section will evaluate the methodology your firm proposes in relation to the anticipated scope of services. It is essential to demonstrate a thorough understanding of these services and your firm's ability to effectively deliver them to The City. Please provide detailed responses to each of the following questions:

1. What differentiates your firm from other firms in suitability for the project?
 2. Describe how your company will maintain quality throughout the design, bidding, construction and post construction.
 3. Describe your firm's effort and commitment to value engineering, value management, and constructability reviews; and provide results and documentation to support these efforts.
- C. References (5 points): The proposer shall furnish three (3) letters of reference from accounts worked on within the past five 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 CMAR shall not contact any City of Savannah employees to provide a letter of reference.
- D. Disadvantaged Business Enterprise (DBE), Local Disadvantaged Business Enterprise (LDBE) Participation Plan (10 points):

The City of Savannah desires that this project have the strongest possible participation of Disadvantaged Business Enterprises (DBEs) or Minority and Women-Owned Business Enterprise (M/WBE) firms. DBE or M/WBE firms must have a current certification by an accepted certifying agency. Proposers should embrace this goal and demonstrate meaningful participation in the project as follows:

1. **Prime Contractor Level DBE Participation** – Meaningful DBE or M/WBE participation may take the form of a teaming agreement, partnership, mentor-protégé relationship, joint venture, or similar relationship wherein the DBE or M/WBE partner shares in a significant portion of management responsibility and profit-making potential. The proposer shall:
 - i. Provide names of DBE or M/WBE firms that are part of prime contractor bid team.
 - ii. Provide a copy of teaming, joint venture or other equivalent agreement(s) between parties on prime contractor bid team setting forth roles and responsibilities and profit-sharing arrangements.
 - iii. Describe roles and responsibilities of each company and its employees.
 - iv. Provide anticipated percentage of DBE or M/WBE participation for each participant on the team.
 - v. Provide letter of commitment from lead firm, addressed to the City of Savannah, regarding association with each participant on the prime contractor level team.
 - vi. Provide letters of commitment from each DBE or M/WBE firm, addressed to the City of Savannah regarding association with lead firm.
2. **Sub-Contractor Level DBE Participation** – The proposer shall provide a written plan for how it

will ensure that DBE or M/WBE firms have the maximum possible opportunity to participate in prime and second tier sub-contracts that will be available in the completion of this project.

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

Points will be allocated based on each respondent’s proposed participation goal, with the maximum points of four (4) being awarded to the respondent who submits the highest proposed DBE or M/WBE goal at the prime contractor level, and six (6) being awarded to the respondent who submits the highest proposed DBE or M/WBE participation goal at the sub-contractor level. Points will be allocated to each respondent by using the following mathematical calculation:

- i. In the case of the award based on the prime contractor level:

$$\frac{\text{Respondent's Proposed DBE Goal}}{\text{Highest Proposed DBE Goal}} \times 4 = \text{Weighted Score}$$

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

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

If no participation is submitted in accordance with the above, the proposer/submitter will be awarded no points in this area. No proposals will be deemed non-responsive due to this factor.

- E. Fees (15 points): The proposer shall submit fees based on all required services described in the RFP, as outlined in Section III, Fee Proposal. The fee proposal will be evaluated based on the following breakdown, totaling 15 points. Each category will be scored individually, and proposals that offer lower fees without compromising service quality will receive the highest score.
 1. Preconstruction Services Fee (5 points): The preconstruction services fee will be evaluated based on the proposed lump sum amount. A lower cost will receive higher points.
 2. Construction Services Fee (5 points): The construction services fee will be evaluated based on the percentage proposed for the Cost of the Work. The lowest fee percentage will receive the highest score.
 3. General Conditions Cost (5 points): The general conditions cost will be assessed based on the proposed maximum costs for the management and day-to-day administration of the project. This includes the cost breakdown for project management, site facilities, insurance, temporary utilities, safety measures, and other administrative costs. The lowest general conditions cost will receive the highest score.

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:

One (1) electronically submitted proposal through the supplier portal including supporting documents that must be submitted in response to this work plan. All responses must relate to the specifications as outlined.

Please ensure compatibility with the City's procurement portal. Review submission guidelines carefully to avoid technical issues.

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 project. The cover letter must include acknowledgement of all addenda issued for this proposal. If addenda are not acknowledged in the cover letter, the proposal will not be considered further. Also include:
 - (a) 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: Construction firm's response to statement of qualifications (SOQ). Address each statement or question separately as outlined in the SOQ (Attachment A).

- 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 as a separate file in the supplier portal.

2.7 TERMS OF CONTRACT

- A. For this solicitation, the City has attached a Sample Contract (AIA-A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor and AIA-A201-2017 General Conditions of the Contract for Construction) for the provision of the goods and/or services requested by this RFP. By submitting a proposal, the CMAR agrees that all the terms of the Sample Contract (Attachments B and C) are acceptable to the CMAR. If any of the terms of the Sample Contract are not acceptable to the CMAR, then the City requests that the CMAR provide a Request for Material Substitution before submitting its Proposal asking to substitute different terms. The City reserves the right to reject any proposals that does not contain the terms of the Sample Contract or contains other terms unacceptable to the City. The City further reserves the right to negotiate any and all terms of an Agreement until the time an Agreement is signed by a representative of the City with proper authority from the City's governing body as well as negotiating any Change Orders or modifications after execution that may be appropriate.
- B. Performance and Payment Bonds: Performance and payment bonds are not required at the time of submitting RFP but will be required in the full amount of the GMP of the Contract and increased as the contract amount is increased if the CMAR is awarded a Contract as a result of this solicitation. CMAR shall provide documentation during the solicitation process that it has the bonding capacity to provide performance and payment bonds in the full amount of the contract amount, if the recipient of an award. Performance bonds shall be increased as the contract amount is increased. Payment bonds shall be increased if requested by the City as the contract amount is increased.
- C. Insurance Requirements: Refer to Attachment D of this solicitation.
- D. Liquidated Damages: Because it is difficult to definitely ascertain and prove the amount of said damages, inclusive of, but not limited to, expenses for inspection, superintendence, loss of use, and necessary traveling expenses, the Owner and CMAR hereby agree that the amount of such damages shall be the daily rate of \$750.00 per calendar day, beginning upon the contractually required Material Completion Date and ending on the date that the Certificate of Material Completion is issued. The parties agree that the specified Liquidated Damages are not established as a penalty but are calculated and agreed upon in advance as a fair and equitable amount reasonably estimated in

advance to cover losses to be incurred by the Owner for such delay or interruption in view of the uncertainty and impossibility of ascertaining actual damages that would be incurred.

- **CMAR Agrees to Pay.** The CMAR agrees to pay the amount, computed by multiplying the Liquidated Damages set forth herein by the number of days between the contractually required Material Completion Date and the date that the Certificate of Material Completion is issued.
- **Deducted as They Accrue.** Liquidated Damages shall be deducted from Applications for Payment as they accrue, and such deduction shall be in addition to the retainage provided for in the Contract. The remaining balance of any Liquidated Damages shall be deducted from the Payment for Material Completion to the CMAR or its Surety. If the unpaid balance of the Contract Sum is less than the total amount to be deducted for Liquidated Damages as herein above provided, the CMAR shall promptly pay to the Owner, upon the Owner's demand, the amount by which such sum exceeds the unpaid balance of the Contract Sum.
- **Limitation on Owner's Damages.** Except as otherwise set forth in the Contract Documents, damages of the Owner for delay shall be limited to the Liquidated Damages as defined herein. Nothing in this paragraph shall be construed to limit Owner's right to pursue damages or remedies for claims against the CMAR for reasons other than delay.

2.8 CONTACTS/QUESTIONS

All questions regarding this request for proposal shall be submitted via the question submission feature on the City's Supplier Portal. 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.

2.9 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.

2.10 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.

2.11 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.

SECTION III

FEE PROPOSAL

Fee proposals shall be submitted on this form in a separate sealed envelope clearly marked Fee Proposal for **Event # 11731** and include the name of the proposer and the name of the project. Fee proposals shall not be included in the bound copy of the proposal. Fee proposals will only be opened if, after the initial evaluation, the 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. The Total Fee below shall represent all fees associated with providing the Owner a completed project.

ALL ADDENDA MUST BE ACKNOWLEDGED ACCORDING TO THE PROVISIONS SET FORTH IN THIS REQUEST FOR PROPOSAL.

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.

1. Preconstruction Services Fee (Lump Sum)

For the Preconstruction Phase Services provided by the CMAR, Owner shall pay to the CMAR a lump sum amount (\$). This fee includes all costs associated with the preconstruction phase and is not broken down by percentage. The Preconstruction Services Fee is a fixed amount agreed upon at the start of the project.

Preconstruction Services Fee	\$
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2. Construction Services Fee (Percentage)

For the Construction Phase Services provided by the CMAR, the Owner shall pay to the CMAR a fee, expressed as a percentage (%) of the Cost of the Work. The Construction Fee will be calculated based on the final agreed-upon Guaranteed Maximum Price (GMP) amount for the construction phase. This fee represents compensation for the CMAR's management, oversight, profit, and overhead costs during the construction phase, including administrative, operational, and support costs necessary to execute the project effectively.

Construction Services Fee	%
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3. General Conditions Cost

The General Conditions Cost represents the maximum amount for the CMAR's expenses associated with overseeing and execution of the construction project for an estimated 12-month construction schedule. This includes, but is not limited to, costs related to site utilities (e.g., temporary water, power, and toilets), safety measures, site security, permitting, insurance, bonding, and the costs for temporary facilities (e.g., field offices and trailers). It encompasses all the essential operational costs that ensure smooth execution of the construction from start to finish.

Please provide an itemized breakdown for General Conditions costs on a separate page, including labor costs and other associated expenses. The following is a summary of the General Conditions:

Labor Costs	\$
<i>Site management, project manager, foremen, assistants, etc.</i>	
Other Costs/Expenses	\$
<i>Temporary facilities, utilities, insurance, safety, security, etc.</i>	
Total General Conditions Cost	\$

Submitted By: _____
(Name of Firm)

Proposer: _____

Signed: _____

Name (Print): _____

Address: _____

City/State: _____ Zip: _____

Telephone: (_____) _____
Area code

Fax: (_____) _____
Area code

EMAIL: _____

TAX IDENTIFICATION NUMBER: _____

Confirmation Receipt of Addenda(s) Issued: _____

Indicate Minority Ownership Status of Bidder (for Statistical Purposes Only):

Check One:

_____ Non-Minority Owned

_____ Asian American

_____ African American

_____ American Indian

_____ Hispanic

_____ Other Minority (describe)

_____ Woman (non-minority)

NON-DISCRIMINATION STATEMENT

The proposer 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, and women;
- (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

SECTION 01139
Affidavit Verifying Residency Status for
City of Savannah Benefit Application

By executing this affidavit, I, _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity], as a bidder for **Civic Legacy – Arena Removal project (CC811)** or other public benefit as reference in O.C.G.A. Section 50-36-1, aver, represent and state under oath my residency status with respect to my bid for the referenced City of Savannah contract, as follows:

(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 non-immigrant 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.*

I make the above representation under oath understanding 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, and that such false, fictitious, or fraudulent statement or representation may also violate federal law.

Signature of Applicant

Date

Printed Name

* _____

Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__

Notary Public

My Commission Expires:

Printed Name

END OF SECTION 01139