



SECTION II

SCOPE OF WORK

DESIGN SERVICES – BRYAN STREET GARAGE CONCRETE SPALL REPAIR EVENT NO. 5563

2.0 Broad Description of Project

The City of Savannah's Bryan Street Garage, located at 100 East Bryan Street, Savannah, Georgia 31401, is experiencing spalling at the edge of the flanges in the parking garage. These spalls are occurring on the precast parking tees. In addition, water is coming through the sealant, allowing water to cause deterioration of the welded connection. The City is seeking a Georgia registered design consultant to do a field investigation and report of the current conditions, provide design plans and specifications for repairs and maintenance, and perform construction administration and observation of the repairs. In addition, the consultant would need to design a traffic driving surface suitable for all weather conditions to the top floor of the garage.

Electronic responses will not be accepted.

The City of Savannah can provide the selected consultant with the original construction drawings of the garage. The drawings are for reference only, and the City makes no representations or warranties with respect to the accuracy of the plans. These drawings were the original construction drawings and not the as-built drawings. The City does not have the shop drawings for the original project. The garage was constructed in 1996.

See Exhibit "C" for additional requirements in regards to scope of the design.

2.1 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 Attachment B, Standard Consultant Agreement, and agree to provide the services as outlined. Please note that plats are not required for this project.
2. The consultant shall be responsible for working with the Development Services Department's Design and Construction Management group and the Mobility and Parking Services Department throughout all phases of the project.
3. The consultant shall be responsible for all liability with respect to the full project and shall be the Architect/Engineer of Record for the project.
4. The consultant shall be responsible for becoming familiar with all existing conditions that may affect the design and construction of the project.
5. The consultant shall be responsible for providing design documents for review at each phase of design, as outlined in sections 2.1B, C, D, and E that are in compliance with all applicable codes and the schedule as set forth by the City. Each design phase submittal shall be dated with the actual submission date and all drawings/documents shall have the same date. Any changes to the schedule must be approved by the City in advance.
6. 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.

7. The consultant shall provide a full, 100% complete, design document for bidding and construction, as outlined in section 2.1 F, signed and sealed architectural and engineering drawings and specifications for all aspects of the construction, including but not limited to, building envelope and structural systems. All construction documents shall be signed by a Georgia licensed professional. Bid alternates, if requested by the City, shall be included in the final construction documents; each alternate shall be clearly delineated in the construction documents.
8. In the construction documents, no manufacturer or product brand shall be explicitly specified without allowing for 'approved equals' (subject to review by consultant), unless sole-sourcing is reasonably justified and pre-approved by the City of Savannah.
9. The consultant shall be responsible for securing all necessary approvals and permits for the project, including, but not limited to, the building permit.

B. Field Investigation and Report

1. Investigation

The consultant shall perform the following services for the investigation:

- a. Preliminary research, review available record drawings, field investigation and data collection. Develop an AutoCAD plan with all repairs including the spall and water intrusion locations. Proposal includes sealant samples and any additional testing as needed. The consultant would be responsible for providing the equipment necessary to access the beams if needed.
- b. The consultant will need to visually inspect all precast tees for each parking deck.

2. Written Report

The consultant shall submit the following documents, at a minimum:

- a. Drawings: This work shall include findings, recommendations, construction cost estimate of recommended work, plan drawing, and deficiency mapping as appropriate with color photographs. This report will outline remaining service life, life cycle costs review, conclusions, and recommendations. One (1) set of color photographs along with an electronic copy of the pictures shall be provided to the City.
- b. Project Cost Estimate: This submittal shall include a preliminary cost estimate, including minor demolition, if needed, building costs, and a contingency for amounts not yet determined.
- c. Risk Analysis: This submittal shall include a list of potential risks associated with the proposed project as well as with alternative concepts relating to scope, quality, schedule, costs, resources, etc., and whether the risk has a high, medium, or low probability of occurring. The analysis shall also recommend steps that should be taken to minimize the risks associated with the project and maximize the probability and consequences of positive events.

C. Schematic Design

1. The consultant shall be responsible for producing all schematic, design development documents, and final construction documents for the project. All approved comments and changes from the previous design phase shall be incorporated.
2. Schematic Submittal (30%): The consultant shall submit the following documents, at a minimum:
 - a. Drawings: This submittal shall include architectural floor plans, if needed, building envelope, and structural plans. The plans shall be clearly marked "SCHEMATIC DESIGN-NOT FOR CONSTRUCTION."
 - b. Project Cost Estimate: This submittal shall include a preliminary cost estimate, including

building costs, the consultant's fees, permits and connection fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit.

- c. Construction Schedule: This submittal shall include a comprehensive construction schedule.
- d. Risk Analysis: This submittal shall include a re-evaluation and development of the risk analysis provided with the written report submittal.

D. Design Development

1. The consultant shall be responsible for producing all design development documents for the project. All approved comments and changes from the previous design phase shall be incorporated.
2. Design Development Submittal (60%): The consultant shall submit the following documents, at a minimum:
 - a. Drawings: This submittal shall include architectural floor plans (if needed), building envelope and structural plans. The drawings shall be clearly marked "DESIGN DEVELOPMENT – NOT FOR CONSTRUCTION."
 - b. Project Cost Estimate: This submittal shall include a more comprehensive cost estimate, including demolition costs, building costs, the consultant's fees, permits and connection fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit. The consultant shall assist in developing cost estimate breakdown utilizing NIPG commodity codes for the development of Minority and Women Owned Business Participation goals.
 - c. Construction Schedule: This submittal shall recommend a more comprehensive construction schedule and identify construction sequencing alternatives.
 - d. Outline Specifications: This submittal shall consist of an outline in the form of a Table of Contents clearly identifying the intended material usage and technical specifications.
 - e. Key Product Information: This submittal shall include product literature, i.e. cut sheets, etc., for key building components.
 - f. Risk Analysis: This submittal shall include a re-evaluation and development of the risk analysis provided with the schematic design submittal.
3. Final Design Submittal (90%): The consultant shall submit the following documents, at a minimum:
 - a. Drawings: This submittal shall include architectural floor plans, if needed, building envelope, and structural plans. The drawings shall be clearly marked "FINAL DESIGN – NOT FOR CONSTRUCTION."
 - b. Project Cost Estimate: This submittal shall include a more comprehensive cost estimate, including demolition costs, building costs, the consultant's fees, permits and connection fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit. The consultant shall assist in developing cost estimate breakdown utilizing NIPG commodity codes for the development of Minority and Women Owned Business Participation goals.
 - c. Construction Schedule: This submittal shall include a comprehensive construction schedule.
 - d. Outline Specifications: This submittal shall consist of an outline in the form of a Table of Contents clearly identifying the intended material usage and technical specifications, including any City standard specifications for site work and information technology (IT) requirements. A list of City standard details, standards, and specifications are available from the City of Savannah Development Services Department at (912) 651-6530 and on the City of Savannah website, www.savannahga.gov. IT requirements shall be coordinated with the City of Savannah's IT Department.
 - e. Key Product Information: This submittal shall include product literature, i.e. cut sheets, etc., for key building components.
 - f. Risk Analysis: This submittal shall include a re-evaluation and development of the risk

analysis provided with the concept design submittal.

E. Construction Documents to be issued for Permitting and Plan Review

1. The consultant shall be responsible for producing all construction documents for the project. The design shall be finalized at this phase and ready for submission to the applicable permitting and review agencies. All approved comments and changes from the previous design phase shall be incorporated.
2. The consultant shall provide any requested information (including, but not limited to specifications, plans, or additional documentation) required for all applicable reviews and approvals. Any requested revisions by way of the permitting and/or plan review(s) shall be approved by the City in writing and included in the final submittal.
3. Construction Documents to be issued for Permitting, (100%): The consultant shall submit the following documents:
 - a. Drawings: This submittal shall include all drawings and details with each sheet clearly marked “APPROVED FOR PERMITTING AND CONSTRUCTION”, sealed, signed, and ready for reproduction for issuing to the permitting office.
 - b. Project Cost Estimate: This submittal shall include a comprehensive cost estimate, including demolition costs, building costs, the consultant’s fees, permits and connection fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit. The consultant shall assist in developing cost estimate breakdown utilizing NIGP commodity codes for the development of Minority and Women Owned Business Participation goals.
 - c. Construction Schedule: This submittal shall recommend a construction schedule and identify construction sequencing alternatives. The schedule shall include activities for mobilization, submittals and approvals, fabrication and delivery of materials, construction activities, substantial and final inspections, correction of punch list items, and submittal of record drawings and close-out documents.
 - d. Specifications: This submittal shall include all technical specifications for all materials required by the design and shall be camera ready for reproduction. The consultant shall coordinate with the entire design team to include a submittal register as an attachment. The submittal register shall list all of the submittals required in the technical specifications, in the format provided by the City. The register shall clearly describe the material required, cross referenced to the applicable section or subsection, and the type of submittal (whether for information or approval). Submittals shall be listed in the same order as the technical specifications. This submittal shall also include project descriptions and information as required by City for the preparation of bidding and front end documents. The City shall add the front end specifications.
 - e. Special Inspections: This submittal shall include a complete Special Inspections Statement with Schedule. The consultant shall perform all duties assigned to the Design Professional in Responsible Charge, in accordance with the Georgia Special Inspections Guidelines issued by American Council of Engineering Companies of Georgia (ACEC/SEAOG SI, current edition).
 - f. Key Product Information: This submittal shall include product literature, i.e. cut sheets, etc., for key building components.
 - g. Warranty Information: This submittal shall include a list/matrix of all warranties being requested at the close of the project. The matrix shall include a reference to the applicable specification section, a brief description of the warranty, the duration of the warranty, etc.
 - h. The consultant shall be responsible for submitting and receiving approval of the Building Permit, including all related submittals. 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.

F. Construction Documents to be issued for Bidding and Construction

1. The consultant shall be responsible for producing all construction documents for the project. The design shall be approved by all applicable permitting and reviewing agencies, and ready for bidding and construction. This is the final submission ready for construction. All approved comments and changes from the previous design phase shall be incorporated.
2. Construction Documents to be issued for Bidding and Construction: The consultant shall submit the following documents:
 - a. Drawings: This submittal shall include all drawings and details with each sheet clearly marked "APPROVED FOR CONSTRUCTION", sealed, signed by a Georgia licensed professional, and ready for reproduction for issuing to bidders.
 - b. Project Cost Estimate: This submittal shall include a final comprehensive cost estimate, including demolition costs, building costs, the consultant's fees, permits and connection fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit. The consultant shall assist in developing cost estimate breakdown utilizing NIGP commodity codes for the development of Minority and Women Owned Business Participation goals.
 - c. Construction Schedule: This submittal shall recommend a final construction schedule and identify construction sequencing alternatives. The schedule shall include activities for mobilization, submittals and approvals, fabrication and delivery of materials, construction activities, substantial and final inspections, correction of punch list items, and submittal of record drawings and close-out documents.
 - d. Specifications: This submittal shall include a final version of all technical specifications for all materials required by the design and shall be camera ready for reproduction. The consultant shall coordinate with the entire design team to include a submittal register as an attachment. The submittal register shall list all of the submittals required in the technical specifications, in the format provided by the City. The register shall clearly describe the material required, cross referenced to the applicable section or subsection, and the type of submittal (whether for information or approval). Submittals shall be listed in the same order as the technical specifications. This submittal shall also include project descriptions and information as required by the City for the preparation of bidding and front end documents. The City shall add the front end specifications.
 - e. Special Inspections: This submittal shall include a complete Special Inspections Statement with Schedule. Consultant shall perform all duties assigned to the Design Professional in Responsible Charge, in accordance with the Georgia Special Inspections Guidelines issued by American Council of Engineering Companies of Georgia (ACEC/SEAOG SI, current edition).
 - f. Key Product Information: This submittal shall include product literature, i.e. cut sheets, etc., for key building components.
 - g. Warranty Information: This submittal shall include a final list/matrix of all warranties being requested at the close of the project. The matrix shall include a reference to the applicable specification section, a brief description of the warranty, the duration of the warranty, etc.
 - h. Written documentation of all Approved Applicable Permits: This submittal shall include written documentation, including permit numbers, of all approved applicable permits.
3. The consultant may request omission of submittals b. through g. above if there are no changes from the previous design phase. The City's advance written approval shall be obtained.

G. Bidding Abstract and Addenda

1. The consultant shall be responsible for answering all questions, including revising or adding additional drawings or clarifications, within 48 hours of receipt in the form of draft addenda. Multiple addenda may be required during bidding.
2. The consultant shall review, compare, and analyze bids as well as assist in contractor selection, 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.
4. The consultant shall monitor and update the Risk Analysis during the bidding process and submit any additional information to the City.

H. Submittals

The project shall be submitted in six (6) phases of completion: Investigation and Written Report, Schematic Design, Design Development, Final Design, Construction Documents to be issued for Permitting and Plan Review, and Construction Documents to be issued for Bidding and Construction. The consultant shall submit a seventh submittal, if required, to accommodate bidding and value engineering. A Design Review Checklist has been attached as Exhibit "B." Each submission shall be delivered in accordance to the requirements outlined in Attachment B, Standard Consultant Agreement.

I. Sub-consultants

1. The consultant shall act as the design team leader, coordinating all individual sub-consultants, as required for preparing complete construction documentation.
2. The consultant shall be responsible for selecting sub-consultants for their design team for the project. These selections shall be made in collaboration with the City. At any point in time, the City may contract with additional sub-consultants to perform work related to the design of the project.
3. The consultant shall submit potential sub-consultants in their proposal and be prepared to start work with sub-consultants upon issuance of the Notice to Proceed.
4. Each consultant shall identify any potential sub-consultants. The consultant shall be responsible for coordination and management of services, design, and all other work product of the sub-consultants for the project.
5. The consultant shall hold all sub-consultant contracts for the project. The consultant shall be responsible for coordination and management of all work of the sub-consultants for the project.
6. The City reserves the right to approve and/or disapprove sub-consultant(s) and may request an alternate sub-consultant at the recommendation of the consultant.

J. Construction Administration

1. The consultant shall be responsible for attending the pre-bid for construction services meeting and 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 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, and shall keep the City informed of the progress of the work. Each visit to the site shall be documented in a written report. Written reports shall be submitted to the City within 24 hours of each site visit. Site visits shall be made by the consultant or their qualified, City-approved representative, as often as required to keep the consultant and the City fully informed of the work and at a minimum of three (3) times a week, excluding holidays and weekends.
4. The consultant shall be responsible for all contract administration services during construction of the project including, but not limited to, preparing, issuing, and reviewing addenda, responding to requests for additional information, change order request review and approval, issuing supplemental drawings and specifications, evaluation of the work, and submittal review.
5. The consultant shall be responsible for developing facility maintenance and operations plans for the project including, but not limited to, record drawings, warranty review, and commissioning.

6. The consultant shall monitor and update the Risk Analysis during the construction process and submit any additional information to the City.
7. After the final inspection, the consultant shall obtain and review the as-built drawings as provided by the contractor. The consultant shall provide the City with two (2) sets of printed drawings on Mylar. Ammonia processed Mylars are not acceptable. Record drawings shall also be submitted on CDs, DVDs, or external pen drive, in a format readily usable with AutoCAD.

K. Project Management and Administration

1. The consultant shall assign a project manager responsible for coordination of all of the design work for the project including development and maintenance of a production schedule for all documents through all phases of design.
2. The consultant shall be responsible for all project administration services related to the project including, but not limited to, cost estimating, scheduling, document management, progress meetings, and regulatory approvals.
3. The consultant shall participate in work sessions, project team meetings, public presentations, and client meetings throughout each phase to assure full understanding of all aspects of the project.

2.2 Proposal Format

Proposals shall be submitted in the following format and include the following information:

- A. Detailed description of qualifications, experience, and methodology as requested in the Statement of Qualifications.
- B. Fee Proposals in a separate, sealed envelope, per instructions in Section III and signed by a responsible party.
- C. Proposed Schedule of Minority and Women Owned Business Participation and Non-Discrimination Statement, per instructions in Section III and signed by responsible party.
- D. Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.

2.3 Basis of Award

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

Qualifications and Experience	40
• Experience of the Design Team	25
• Education, Knowledge, and Skills of Principal Consultant	10
• Outstanding Characteristics/Qualifications	5
Methodology	25
• Documentation of Existing Conditions	5
• Design Phase	5
• Construction Administration	5
• Document Quality/Coordination	5
• Budget and Cost Control	5
References	5 5

Local Vendor (Within the City Limits of Savannah and has a City of Savannah Business License)	5
Fees	25
Total Points	100

In evaluating proposals submitted pursuant to this request, the City of Savannah requires the following minimum qualifications of the consultant submitting proposals to be considered for evaluation:

Experience on three (3) projects of a similar nature and scale completed within the past seven (7) years.

Proposals shall be evaluated by a selection committee. The selection committee reserves the right to conduct interviews of any or all proposers as it deems necessary. The City reserves the right to shorten the list of proposers selected for interviews or further evaluation. The City also 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.

2.4 Copies

One (1) unbound, printed and signed original and six (6) identical, bound, printed copies of the proposal and supporting documents, and one (1) electronic copy (on a flash drive) must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

2.5 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 shall be submitted in writing and emailed to the person listed on the summary event page.

2.6 Minority/Woman Business Enterprise Goals

The City of Savannah has not established M/WBE goals for this project. Minority and Women Business Enterprise participation is however encouraged. The goal of the Minority/Women-Owned Business Enterprise Policy is to increase the utilization of minority and women-owned firms in all areas of procurement of the City including small contract purchases, materials and equipment, and in professional services.

2.7 Qualifications

Each proposer shall submit a summary of their qualifications and experience as requested in Attachment A, "Statement of Qualifications." Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.

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. Work samples that demonstrate:
 - a. Experience designing projects of a similar scope, scale, and visibility
 - b. Quality of work product
 - c. Client satisfaction
 - d. Ability of the consultant to complete projects with design schedules and to maintain project budgets.
 - e. Risk Assessment/Management: Solution of design and construction problems, including those

- that may have arisen during construction reflecting on the constructability and coordination of the design drawings
- f. Experience working with multiple clients/institutions
 - g. The consultant meets or exceeds the minimum qualifications listed under 2.3 Basis of Award
2. Experience of firm and employees to be assigned to the project in general and in particular, providing consulting services to municipalities, economic development organizations, or other governmental entities.
 3. Commitment of principals to lead the team and devote time to the project.
 4. Innovative or outstanding work by the consultant that demonstrates the firm's unique qualifications to provide consulting services.
 5. 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.
 6. Selected consultant's staff ability, availability, and facility for working with the City directors, officers, staff, consultants, and providing time-sensitive, on-site visits.
 7. 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.
 8. 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.
 9. Ability of the consultant to identify project risks from initial design through construction. This includes the ability of the consultant to work with sub-consultants, contractors, and clients to identify and resolve risks at each level of the project.

2.8 Schedule

Each proposer shall submit a proposed time schedule for the project, including both design and construction phases. The consultant shall submit design documents according to the schedule as outlined in Exhibit "A." The schedule shall show that the consultant can provide immediate service after the signed agreement. The schedule shall include anticipated dates for the commencement of the work and for substantial completion of the work. The schedule shall include allowances for periods of time required for City review, generally ten (10) business days, and for approval of the submission by authorities having jurisdiction over the project.

Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the consultant or the City. With the City's approval, the consultant shall adjust the schedule, if necessary, as the project proceeds until the commencement of construction. At any time during the design phase, the City is entitled to an up to date schedule from the consultant.

2.9 Fees

Proposer shall submit fees based on the detailed listing on the first page of Section III of the RFP. All required services described in the RFP and its attachments and exhibits, except those specified as Extra Services of Consultant under 1.C of Attachment B, shall be accounted for among the fees listed on the first page of Section III of the RFP. Provide hourly fees for extra services of consultant and sub-consultants that may arise during the design and construction phase of the project. See Exhibit "D" for sample list of hourly fees.

Fee proposal shall include construction services for a period of two (2) months (60 calendar days, 8 weeks), which do not include bidding and contract execution, nor closeout services. If the construction services period becomes less than the aforementioned time anticipated, the City shall be credited for all unused time. If the 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.

2.10 Disclaimer

Any and 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 owner be liable for any direct, special, or consequential damages from the use of the drawings.

2.12 Insurance and Certificate of Insurance Requirements:

Basic Commercial General Liability

Limits (or higher):

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

Required Endorsements and Certificate of Insurance:

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

Commercial Auto:

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

Required Endorsements and Certificate of Insurance:

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

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

Limits:

Part A: Workers Compensation: Statutory

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

Required Endorsements and Certificate of Insurance:

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

Insurance.

Commercial Umbrella:

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

Required Endorsements and Certificate of Insurance:

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

Professional Liability:

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

Required Endorsements and Certificate of Insurance:

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

Other Items Required:

- Notice of Cancellation: No less than thirty (30) day notice provided to certificate holder.
- All insurance carriers in the policy / COI are required to have an AM Best Rating of A-, IX or better.
- The City of Savannah is not responsible for any of the property used in the project or owned by the designer.
- All deductibles in the coverage are the responsibility of Named Insured on policy.
- Indemnify & Hold Harmless wording required in contract: This contract requires the consultant to indemnify and hold harmless the City 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.

Attachment “A” – Statement of Qualifications

Attachment “B” - Consultant Agreement

Attachment “C” – Additional Insurance Requirements

SECTION III

FEE PROPOSAL

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ON THIS FORM.

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.

Signature

Date

***This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.**

Fee proposals shall be submitted on this form in a separate sealed envelope clearly marked Fee Proposal for Bryan Street Spall Repair, RFP Event # 5563 and include the name of the proposer. Fee proposals will only be opened if after the initial evaluation, proposer is deemed to be qualified. Fee proposals will then be considered in relation to the qualification points awarded to determine the overall best proposal in terms of fees and qualifications.

Investigation	\$ _____
Written Report	\$ _____
Schematic Design (30%)	\$ _____
Design Development (60%)	\$ _____
Final Design (90%)	\$ _____
Construction Documents for Permitting and Plan Review (100%)	\$ _____
Construction Documents for Bidding and Construction	\$ _____
Bidding/Abstract, Addenda, Contract Execution	\$ _____
Construction Services	\$ _____
Closeout Services	\$ _____
Total Fees	\$ _____

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE: (_____) _____
AREA CODE

FAX: (_____) _____
AREA CODE

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

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

All M/WBEs listed **must be certified as a minority-owned or women-owned business** by the City of Savannah or a federally-recognized or state-level certifying agency (such as USDOT, State DOT, SBA 8(a) or GMSDC) that utilizes certification standards comparable to the City of Savannah **prior** to the due date of this bid. **Other business certifications that do not specify majority woman or minority ownership may not be substituted.** **Proof of M/WBE certification from the certifying agency is required to accompany the bid.** A firm that has submitted an application for M/WBE certification but has not been certified is not qualified as a certified M/WBE and will not be recognized as such during the City's evaluation process. To expedite verification, please provide accurate phone numbers for all M/WBEs listed and ensure firms understand contact will be made following bid submittal.

Name of Proposer: _____ Event No. _____

Project Title: Bryan Street Garage Concrete Spall Repairs – Design Services RFP

NOTE: Unless certified through the City of Savannah M/WBE Program, proof of M/WBE certification must be attached for all firms listed.

Name of M/WBE Participant	Name of Majority Owner	Telephone	Address (City, State)	Type of Work Sub-Contracted	Estimated Sub-contract Value	MBE or WBE	Certified? (Y or N)	Certifying Agency? (City of Sav. or Other)
					%			
					%			
					%			
					%			
					%			
					%			

MBE Participation Value: _____ % WBE Participation Value: _____ % M/WBE Participation Value: _____ %

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah. The Prime's subcontractor that subcontracts work must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. The Prime may count toward the goal any tier of M/WBE subcontractors and/or suppliers that will be utilized in the contract work. However, when an M/WBE subcontracts part of the work, the value of the subcontracted work may **only** be counted toward the goal **if the tier subcontractor is an M/WBE**. Any work an M/WBE firm subcontracts to a non-M/WBE firm **will not count toward the M/WBE goal**. It is the responsibility of the Prime contractor to advise all M/WBEs of this requirement and to ensure compliance by subcontractors.

Joint Venture Disclosure - If the prime bidder is a joint venture, please describe the nature of the joint venture, the level of work and the financial participation to be provided by the Minority/Female joint venture firm in the space provided below.

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____ Date _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

The Minority/Women Owned Business Office is available to assist with identifying certified M/WBEs. Please contact the M/WBE Office at (912) 652-3582. The City of Savannah's certified M/WBE registry is posted on its website @ www.savannahga.gov.

Developing a Strong M/WBE Participation Plan

Key facts every bidder/proposer needs to know prior to developing their M/WBE Participation Plan:

1. All bidders/proposers must submit a “Proposed Schedule of M/WBE Participation” which identifies the minority and/or woman-owned companies that have agreed to participate in the project if awarded. All companies listed on the form must be certified as either minority-owned and controlled or woman-owned and controlled. The City does not accept a company’s “self-identification” as minority or woman-owned.
2. **Proof** of M/WBE certification from the certifying agency is required to accompany the bid; and certification must have been completed by the City of Savannah, a federally-recognized or a state-level certifying agency (USDOT, State DOT, SBA 8(a) or GMSDC) utilizing certification standards comparable to the City of Savannah.
3. The certification must have been approved prior to the due date of this bid. A firm that has submitted an application for certification but has not been certified will not be counted toward the M/WBE goal.
4. The M/WBE Office will be contacting all M/WBE firms included in the bidder’s M/WBE Plan to confirm each: a) was contacted by the bidder/proposer; b) performs the type of work listed; and c) agreed to participate.
5. To expedite the verification process, bidders/proposers need to: provide accurate phone numbers for all M/WBEs listed; ensure M/WBEs know to expect to be contacted by phone and email; request M/WBEs be accessible during the critical period before bid-opening; and advise M/WBEs that City staff must receive the M/WBE’s confirmation that the firm agreed to participate in the bid/proposal in order for the prime contractor to receive credit toward their proposed M/WBE participation goals.
6. If a proposed M/WBE cannot be confirmed as certified, performing the type of work described or agreeing to participate, the bidder/proposer will be notified and given a pre-determined period to submit a correction. If an M/WBE still cannot be confirmed or replaced, the proposed percentage of participation associated with the unverified M/WBE firm will not be counted and will be deducted from the overall proposed M/WBE goal.
7. Any tier of M/WBE subcontractors or suppliers that will be utilized in the contract work may count toward the MBE and WBE goal as long as the tier subcontractors/suppliers are certified M/WBEs. Work that an M/WBE subcontracts to a non-M/WBE firm does not count toward the M/WBE goal.
8. M/WBEs must perform a **“commercially useful function”** which is the provision of real and actual work or products, or performing a distinct element of work for which the business has the skills, qualifications and expertise, and the responsibility for the actual management and supervision of the work contracted.
9. Per the *Proposed Schedule of M/WBE Participation* “the undersigned (bidder/proposer) will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah.” **This signed commitment is taken seriously by the City**, so do not list M/WBEs you do not plan to utilize. Any proposed changes must be pre-approved by the M/WBE Office, be based on legitimate business-related reasons, and still meet the M/WBE participation goals per the City’s contract.
10. A bidder who is a certified M/WBE may count toward the goal the portion of work or services on a City contract that is actually performed by the M/WBE, including: the cost of supplies/materials purchased or equipment leased for contract work, fees for bona fide services such as professional or technical services, or for providing bonds or insurance specifically required for the performance of a City contract.
11. If awarded the contract, the MWBE Office will be reviewing your company’s subcontracts, invoices and payment records to substantiate the completion of work and payment of M/WBEs. If the prime contractor is an M/WBE that is being included in its M/WBE goal, the prime contractor must maintain records that will be inspected to prove the portion of work performed, cost of work, and payments to the prime company.
12. Most bids for goods and materials do not have specific MWBE goals established for the contract. If no goals are included in the scope of work or General Specifications, you are not required to submit MWBE participation but encouraged to do so when the opportunity is available. The City maintains this information for statistical purposes only and it is not reflected in the award decision.

ATTACHMENT A

STATEMENT OF QUALIFICATIONS

A. Architect of Record

1. Name of Firm:
2. Address:
3. Name of principal(s):
4. Education of the principal(s):
5. Relevant experience of the principal(s) with the submitting firm:
6. Please provide the current and past five-year average number of staff employed in the Consultants offices where principal staff for the proposed project is located. Please count each staff member in only one category (1-5).

	Current	5 Year Average
Architects	_____	_____
Engineers	_____	_____
Drafting Technicians	_____	_____
Clerical	_____	_____
Other	_____	_____

7. How long has your firm been engaged in the architecture or engineering profession?
8. List job titles and qualification of all associates who will be working on this project:
9. Describe any outstanding characteristics of the organization and any other qualifications which especially qualify you as Consultants or enable your organization to render distinctive service.
10. If your firm has found it necessary to enter into litigation with an owner or contractor, please indicate the case or cases, the reason for, and the results of the litigation.
11. What are the limit of your Errors and Omissions Insurance? What is the deductible?
12. If seeking points for local vendor participation, attach copy of City of Savannah Business License.

B. Design Team

1. Name(s) of each Firm(s):
2. Provide information and documentation of Georgia Professional License(s) including types, numbers, date of initial issuance, date of next renewal, and current status for each member of the design team (Consultants and sub-consultants).
3. Please provide a project sheet for each individual project that clearly shows the name of project, location, size, project type, name of Owner's contact and phone number, construction type, major programming areas, construction estimate and final construction cost, client type, and a detailed description of the

services provided. Please include as many project sheets as required to clearly illustrate the depth, quality, and relevance of your experience and that the minimum qualifications have been met.

4. Please provide a separate chart of projects for the Architect of Record or Engineer of Record and each sub-consultant to be used, illustrating the division of work and roles and responsibilities each would have for this project.
5. Please provide a schedule for completion of the proposed project.
6. State the extent to which your Design Team (consultant and sub-consultants) is a local, small, women-owned, or minority business enterprise.
7. Have you or a member of your Design Team visited and inspected the site for the proposed project(s)? When? Did you speak to City Staff?
8. Describe your team's methodology approach regarding Documentation of Existing Conditions.
9. Describe your team's methodology approach during the Design Phase.
10. Describe your team's methodology approach during Construction Administration.
11. Describe your team's methodology approach for Document Quality/Coordination.
12. Describe your team's methodology approach concerning Budget and Cost Control.

(Signed) _____

Firm _____

RELEVANT PROJECT EXAMPLES

(ALL MUST BE WITHIN THE PAST 7 YEARS)

PROJECT NAME	DATE (2010- present)	OWNER NAME (contact name & phone#)	DESCRIPTION OF PROJECT (include type of construction, square footage, key features, etc)	SERVICES PROVIDED	FINAL PROJECT COST
PROJECTS OF A SIMILAR NATURE					
1					\$
2					\$
3					\$
4					\$
5					\$
6					\$
7					\$
8					\$
9					\$

**ATTACHMENT B
AGREEMENT BETWEEN
OWNER AND CONSULTANT**

THIS AGREEMENT made as of the ___ day of _____, 20___, by and between the Mayor and Aldermen of the City of Savannah, hereinafter called the **OWNER**, and _____ hereinafter called the **CONSULTANT**.

WITNESSETH, that whereas the **OWNER** intends to provide Design Services for the _____ hereinafter called the **PROJECT**

NOW, THEREFORE, the **OWNER** and **CONSULTANT** for the consideration hereinafter set forth, agree as follows:

1. **THE CONSULTANT AGREES** to provide the following Professional Services for the project, in accordance with the Scope of Services outlined in the RFP.

A. **GENERAL:** The **Consultant** shall provide Professional Design Services and shall serve as the Owner's professional representative in the design of the project, and shall give consultation and advice to the **Owner** during the performance of its services.

(1) **Copyright or Patent Infringement:** The **Consultant** shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by the **Consultant**, and the **Consultant** shall hold harmless the **Owner** from loss or damage resulting therefrom, providing, however, that the **Owner** within five (5) consecutive days after receipt of any notice of infringement or of summons in any action, therefore, shall have forwarded the same to the **Consultant** in writing.

(2) **Insurance:** The **Consultant** shall secure and maintain general liability insurance as will protect it from its claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of its service under this Agreement. Further, the **Consultant** shall provide the **Owner** with evidence of Errors and Omissions Insurance, i.e., Professional Liability Insurance. The minimum amount shall be \$2,000,000 and shall be carried by the **Consultant**. The Owner recommends the **Consultant** also obtain certificates of insurance from sub-consultants, however, the **Consultant** will ultimately be responsible for any gap in coverage of lack thereof. (See Attachment "C" Additional Insurance Required by the Consultant)

(3) **Design Within Budget:** The **Consultant** shall submit a construction estimate for the project to the Owner. The **Owner** will establish a budget based on the Consultant's recommendations. The budget established for the project, including all permits, **Consultant** fees and construction and construction contingency may not be exceeded without written approval by the **Owner**. The Consultant shall advise the Owner of potential budget overruns at all phases and shall make suggestions for reducing the estimated cost to within the budget. If the bids exceed the budget or the revised approved budget, the Consultant shall be responsible for all cost in the redesign of the project to bring it within the approved budget.

(4) **Design Schedule:** The **Consultant** shall perform all services with professional skill and diligence in accordance with the attached design schedule, entitled Exhibit "A". The schedule shall not, unless approved in writing by the **Owner**, be exceeded by the **Consultant**. An updated schedule must be provided with each pay request.

- (5) **Owner's Representative:** The **Owner** shall designate the Project Manager as the Primary Owner's Representative with respect to the work to be performed under this Agreement. The Project Manager, or its representative, shall have sole authority to transmit instructions, receive information, interpret and define Owner's policy and decisions with respect to the material, equipment, elements and systems pertinent to the work covered by this Agreement. The Owner may use a third-party consultant as a Program Manager to oversee the project and coordinate with the Consultant and the General Contractor on behalf of the Owner.
- (6) **Indemnification:** The **Consultant** shall indemnify and save harmless, the **Owner** from and against all losses and all claims, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him by reason of any act or omission of the said **Consultant**, his agents or employees, in executing the work or the guarding of it and the **Consultant** agrees to defend the Owner from any claims, suites and actions brought against the Owner by reason of any act or omission of the said **Consultant**.

B. BASIC SERVICES OF THE CONSULTANT:

- (1) **Construction Contract Documents Preparation:** The **Consultant** shall prepare all necessary Construction Documents, Specifications and other Contract Documents for the project, consistent with the industry standards, and all pertinent Building Codes. Production of Construction Documents shall include, but not be limited to, all necessary Plans, Sections, Details, etc. for work described in the RFP and any deemed necessary by the **Owner** upon its review. Drawings and details are to completely describe and depict all detailing of the materials and good quality workmanship required to construct a complete project and also include any procedures to be followed for quality construction of the project. The **Consultant** shall perform the design work in accordance with the schedule attached hereto and identified as Exhibit "A". All drawings shall be stamped with a seal and signed by a registered architect and/or professional engineer registered in the State of Georgia.

The **Consultant** shall deliver two complete sets of printed reproducibles as well as a pdf for each of the Design Phases and all of the corresponding submittal files on a compact disk per requirements outlined in paragraph 2.F Standards. This includes both drawings and specifications. PDFs provided during design and construction phases shall be searchable (i.e. not image-only or scans). In addition to the above requirements, specifications shall be provided in Microsoft Word format and cost estimates shall be provided in Microsoft Excel format.

- (2) **Plats:** The **Consultant** shall prepare all plats for the project. The **Consultant** shall prepare recordable plats covering properties in which public easements or rights-of-way must be acquired by the Owner for the project. Plats shall contain PIN's and the names of property owners based on current County property tax records. Legal research, if required, shall be the responsibility of the **Consultant**. All plats shall be stamped with a seal and signed by a Land Surveyor registered in the State of Georgia.
- (3) **Permits/Applications:** The **Consultant** shall identify and prepare, in coordination with the **Owner**, all permits/applications to satisfy City, County, State, Federal, and railroad requirements for the construction of the project. These documents, with supporting attachments, shall be prepared by the **Consultant** in accordance with the requirements outlined in the RFP.
- (4) **Bidding/Contract Execution:**
 - a) **Distribution of Documents:** The **Consultant** shall provide the **Owner** a complete set of

reproducible drawings and contract documents, boldly marked "APPROVED FOR CONSTRUCTION" for reproduction and distribution to bidders by the Owner, and computer files of all documents.

- b) Pre-bid Conference: The **Consultant** shall attend a pre-bid conference at such time and place as designated by the **Owner**. The **Consultant** shall take notes or record the proceedings to address all questions and necessary clarifications as discussed during the pre-bid meeting or subsequently submitted in writing. Such addenda shall be prepared two work days after the query period cut off and shall be furnished to the **Owner** for distribution to all known bidders.
 - c) Bid Opening: The **Consultant** may be present at the bid opening and shall review and obtain copies of the bids from the **Owner** after the bid opening. The **Consultant** shall prepare a detailed "Abstract of Bids" if requested by the Owner as part of negotiations prior to award. If the bids exceed the budget, the **Consultant** shall assist the **Owner** in attempting to reduce the cost in coordination with the low bidder. This assistance shall be provided at no additional fee. This will include all required documents, including but not limited to Permit Documents, etc.
 - d) Contract Execution: The **Consultant** shall, when requested by the **Owner**, provide a complete set of conformed reproducible drawings and contract documents clearly marked "APPROVED FOR CONSTRUCTION" and electronic media files per paragraph 2.F, to the **Owner** for processing to the contractor for execution.
- (5) Construction Services Phase: During the construction services phase of the project, the Consultant shall be responsible for:
- a) General Administration of Construction Contract: The Consultant shall advise Owner and act as an additional Owner's representative, for total services including civil, architectural, structural, electrical, mechanical, hydraulic, water, sewer, landscape, and other miscellaneous disciplines, as required. Consultant shall not have authority to issue alterations to the plans and documents without approval from Owner.
 - b) Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress, 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. Based on information obtained during such visits and on such observations, the **Consultant** shall endeavor to determine if such work is proceeding in accordance with the approved schedule and the Contract Documents, and the **Consultant** shall keep the **Owner** informed of the progress of the work. These visits shall help to minimize problems during construction by permitting detection of and/or rapid response to unanticipated or changed conditions, or errors or omissions committed by design professionals, contractors, materials providers, or others. Each visit to the site shall be documented in a written report on the **Owner's** "Consultants Field Report" form and forwarded to the **Owner** within 24 hours. Site visits shall be made by the **Consultant** or their qualified, Owner-approved representative, as often as required to keep the **Consultant** and **Owner** fully informed of the work. The responsibilities will include (but not be limited to the following):
 - (i) Defective Work and Stored Materials: During site visits and on the basis of such observations, the **Consultant** shall recommend to the **Owner** rejection of the work and/or material stored on site which the **Consultant** believes will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
 - (ii) Applications for Payment: Based on the **Consultant's** on-site observations as an

- experienced and qualified design professional, on information provided by the Consultant's representative, on review of applications for payment, and the accompanying data and schedules, the **Consultant** shall determine the amounts owed to Contractor(s) and recommend in writing payments to Contractor(s) for the approved quantities and work performed. Such recommendations of payment will constitute a representation to the **Owner**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **Consultant's** knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents.
- (iii) Record Drawings: The Consultant shall gather information for the preparation of record drawings based on Consultant's site observations as well as information provided by the Contractor. These drawings shall be updated monthly, prior to the Consultant's monthly payment and shall show the final location and description of all work performed during construction.
 - (iv) Limitation of Responsibilities: The **Consultant** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except the **Consultant's** own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in this document, inclusive, shall be construed to release the **Consultant** from liability for failure to properly perform duties and responsibilities assumed by the **Consultant** in the Contract Documents.
 - (v) Structural Observations: The **Consultant** shall provide structural observations as defined by the IBC 2012, Chapter 17, if deemed required by the Consultant.
- c) Interpretations and Clarifications: The **Consultant** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and minor clarification of change orders as required.
 - d) Review of Construction Contractor Submittals and Shop Drawings: The **Consultant** shall review all submittals which are required by the project, including but not limited to special inspections, shop drawings, samples, catalog cuts, tests and certifications. The **Consultant** shall review and approve or take other appropriate action with the submittals which Contractor(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. The **Consultant** shall maintain a log of receipt of the submittals, action recommended, and date returned to the **Owner**. All submittals shall be returned within fourteen (14) calendar days unless schedule demands sooner. The **Consultant** shall immediately notify the **Owner** of any special inspections, shop drawings, samples, catalog cuts, tests and certifications not submitted in accordance with the project documents and construction schedule.
 - e) Substitutes: The **Consultant** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s) for approval by the Owner.
 - f) Inspections and Tests: The **Consultant** shall have authority in consultation with the Owner to require additional inspections or testing of the work, and shall receive and review all certificates of inspections (including Special Inspections), testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine, generally, that the content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
 - g) Disputes between Owner and Contractor: The **Consultant** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work

there under and make recommendations on all claims of the **Owner** and the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- h) Contractor(s) Completion Documents: The **Consultant** shall receive and review maintenance and operating instructions, schedules, guarantees, 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 **Owner** with written comments.
 - i) Final Inspections: Upon request by the Owner, and attended by the same, the **Consultant** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the **Consultant** may recommend, in writing, final payment to Contractor(s)(subject to any conditions therein expressed). The Consultant shall prepare the Punch List following the initial Substantial Completion Inspection.
 - j) Meetings: The **Consultant** or its representatives shall attend all technical, community, and progress meetings as pertains to the project at such time and place as designated by the **Owner**. These meetings are in addition to the Site Visits in (a, b) above. These meetings shall occur weekly, on site or as required by the Owner. The **Consultant** shall develop and distribute meeting minutes for all meetings.
 - k) Consultant Transmittals: The **Consultant** shall provide copies to the **Owner** of all documentation pertaining to the construction of the project.
 - l) Pre-Construction Conference: The **Consultant** shall attend a Pre-Construction Conference at such time and place designated by the **Owner** and shall record or take notes of the proceedings, and be prepared to answer all technical questions related to the project.
 - m) Preparation of Documents for RFPs & Change Orders: The **Consultant** shall prepare sketches, technical descriptions, drawing revisions, or other documents needed to define the work for proposed changes. These documents shall be the basis for change orders prepared by the **Owner**. (Note: If the change is required because of an error or omission in the contract documents, the **Consultant** shall prepare the documents at no additional cost to the **Owner**.)
- (6) Closeout Services: After the final inspection, the **Consultant** shall obtain and review the as-built drawings as provided by the Contractor. The **Consultant** shall provide the **Owner** with two (2) sets of printed drawings on Mylar. Ammonia processed mylars are not acceptable. Record drawings shall also be submitted on **CDs, DVDs, or external pen drive**, in a format readily usable with AutoCAD Version 2000 or later. Final payment to the **Consultant** will be withheld until an accepted set of drawings is received. Record drawings shall include all improvements by the Contractor and equipment suppliers and shall be signed and stamped by all applicable disciplines: Land Surveyor, Licensed Architect, and/or a Professional Engineer, etc., registered in Georgia.

C. EXTRA SERVICES OF CONSULTANT:

- (1) Normal and Customary Services: Normal and customary engineering services do not include service with respect to the categories of work, provided below, which are usually referred to as Extra Services.
- (2) Requests for Additional Services: If the **Owner** wishes the **Consultant** to perform any of the following Additional Services, the **Owner** shall so instruct the **Consultant** in writing, and the **Consultant** shall perform or obtain from others such services and will be paid therefore as

provided in an executed Amendment:

- a) Preparation of Documents: Preparation of applications and supporting documents for governmental financial support of the project above and beyond those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals in addition to those required under Basic Services.
- b) Changes in Scope of Work: Services resulting from significant changes in the general scope, extent, or character of the Project or major changes in documentation previously accepted by the Owner where changes are due to causes beyond the Consultant's control.
- c) Revisions to Drawings and/or Specifications: Major revisions to final drawings and/or specifications previously approved, and preparation of Contract Documents for alternate proposals not previously identified. However, there shall be no compensation for this work if caused by a design error or omission.
- d) Renderings or Models: Provide renderings or models except where required as part of Basic Services.
- e) Litigation, Arbitration, and Other Legal or Administrative Proceedings: Preparing to serve or serving as a Consultant or witness in any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2. THE OWNER AGREES to provide the Consultant with the following:

- A. **ACCESS TO THE WORK:** The Owner shall guarantee access to enable the Consultant to enter upon public and private lands as required for the Consultant to perform such work as surveys and inspections in the development of the project.
- B. **CONSIDERATION OF THE CONSULTANT'S WORK:** The Owner shall give thorough consideration to all reports, sketches, estimates, drawing, specifications, proposals, and other documents presented by the Consultant, and shall inform the Consultant of all decisions within a reasonable time so as not to delay the work of the Consultant. The Consultant shall be responsible for the accuracy, completeness, conformance to all required, City, State and Federal codes, regulations, and other legal limitations and restrictions of the design. The Consultant shall redesign to remedy any deficiencies found in the design at no additional cost to the Owner, and shall be liable for added construction costs that result from the deficiencies if those costs result directly from the deficiency.
- C. **LEGAL REQUIREMENTS:** The Owner shall hold promptly and attend all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the project, and pay costs incident thereto.
- D. **PROPOSALS:** The Owner shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place, and pay costs incident thereto.
- E. **PROTECTION OF CONTROL POINTS:** The Owner shall protect to the best of its ability all horizontal and vertical control points set by the Consultant prior to the assumption of such responsibility by the Contractor. Replacement of these points which have been damaged, moved or removed shall be paid for by the Owner as extra services of the Consultant.
- F. **STANDARDS:** The Owner shall furnish the Consultant with a copy of current City standard specifications, any required City construction detail standards, if available and as appropriate for the project. The City of Savannah drafting and CAD Standards and a Design Review Checklist shall be provided. The Consultant shall follow these documents in the preparation of Contract Documents for the project. The final edited specifications shall be submitted by the Consultant to the Owner in

hard copy, Microsoft Word, and a searchable PDF. Construction Documents and Record Drawings shall be submitted as a complete set of reproducibles and also a Compact Disk of the electronic media, in AutoCAD 2000 version or later drawing file format (DWG), including all fonts used, a plot style CTB file, and any attached xref files necessary to reprint all Architectural, Civil, Structural, Mechanical, Electrical and Plumbing drawings exactly as the originals. A complete set of the Record drawings shall also be submitted in PDF format. The Owner will also release such files to contractors/vendors as needed to assist in submittal/layout preparation.

G. EXISTING DOCUMENTATION: Any drawings or documents released to the Consultant are for use as reference only; no information shall be used without appropriate field verification. Presence of above and underground site utilities (including but not limited to water, sewer, drainage, electric, gas, cable, phone) must be verified by the Consultant.

3. THE OWNER'S PAYMENT TO THE CONSULTANT:

A. PAYMENTS FOR BASIC SERVICES OF THE CONSULTANT: The Owner shall pay the **Consultant** for the basic services described in Article 1.B of this Agreement, a lump sum fee, not to exceed, of \$_____. This lump sum fee is made up of the following costs:

Phase of Work	%	of Fee	%	\$	Amount of Fee
(1) Design Fee					
1 Investigation	_____	%	\$	_____	_____
2 Written Report	_____	%	\$	_____	_____
3 Schematic Design	_____	%	\$	_____	_____
4 Design Development	_____	%	\$	_____	_____
5. Final Design	_____	%	\$	_____	_____
6 Construction Documents for Permitting & Plan Review	_____	%	\$	_____	_____
7. Construction Documents for Bidding & Construction	_____	%	\$	_____	_____
8 Bidding/Abstract, Addenda, Contract Execution	_____	%	\$	_____	_____
(2) Construction Overview Fee					
1. Construction Services	_____	%	\$	_____	_____
2. Record Drawings and Electronic Files of Documents	_____	%	\$	_____	_____

B. PAYMENTS FOR EXTRA SERVICES OF THE CONSULTANT: For extra services defined in Article 1.C., the **Owner** shall pay the **Consultant** on an hourly basis in accordance with the schedule of charges attached hereto, identified as Exhibit "D".

- C. **PROGRESS PAYMENTS:** The **Owner** shall pay the **Consultant** for professional services performed under 1.B and 1.C of the Agreement on a task completion basis, as verified by delivery of acceptable documents to the **Owner**. The **Owner** shall make payment within thirty (30) calendar days upon receipt of a complete and accurate invoice. All payment requests shall be accompanied by the City's Payment Request Form and the breakdown of 3.A and 3.B above.
- D. **SCHEDULE:** Based on the schedule as discussed with the owner, the **Consultant** shall perform all services with professional skill and diligence in accordance with the attached schedule, entitled Exhibit "A". The schedule shall not, except for reasonable cause, be exceeded by the **Consultant**.
- E. **ABANDONED/SUSPENDED WORK:** If any work performed by the **Consultant** is abandoned or suspended in whole or in part by the **Owner**, other than for default by the **Consultant**, the **Consultant** shall be paid for services performed, prior to receipt of a written notice from the **Owner**, of such abandonment or suspension in an amount equal to work performed as a proportion of the total lump sum fee as of the date of abandonment or suspension. The **Consultant** shall maintain its fees for a period of six months after receiving notice of suspended work. After this period if work is not commenced, the **Consultant's** fees may be renegotiated.
4. **THE OWNER AND CONSULTANT FURTHER AGREE** to the following conditions:
- A. **TERMINATION:** This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. The Consultant shall be paid for services performed to the date of termination, including reimbursements then due. If terminated due to the fault of the Consultant, the Consultant shall be paid for the value of services performed to the date of termination, such value as determined by the Owner.
- B. **OWNERSHIP OF DOCUMENTS:** The original completed design, including electronic media files, tracings and master specification sheets shall be the property of the **Owner**. The **Owner** reserves the right to utilize the design concept and any partially completed or completed design drawings and/or specifications for which the **Consultant** has been paid.
5. **SUCCESSORS AND ASSIGNS:** This Agreement and all of the covenants hereof shall ensure to the benefit of and be binding upon the Owner and Consultant respectively and its partners, successors, assigns and legal representatives. Neither the Owner nor the Consultant shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party.
6. **SUB CONSULTANTS:** All sub consultant contracts let by the **Consultant** for professional services under this Agreement must be approved by the **Owner**. The **Consultant** shall submit to the **Owner** adequate evidence of the sub consultant's qualifications to perform the required work under this Agreement. A separate EXHIBIT "D" shall be provided for each sub consultant.
7. **SPECIAL PROVISIONS:** The **Owner** and the **Consultant** mutually agree that this Agreement shall be subject to the following Special Provisions which shall supersede other conflicting provisions of this Agreement:
- A. The **Consultant** shall develop contract drawings and specifications to comply with no less than minimum requirements of all Federal, State, and Local regulatory agencies and industry standards, and in conformance with accepted professional practice.
- B. The **Consultant** shall submit an Affirmative Action Plan which clearly demonstrates how

compliance will be obtained with Title 6 of the Civil Rights Act of 1964 and the President's Executive Order Numbers 11246 and 11575 which prohibit discrimination in employment regarding race, creed, color, sex, age or national origin.

IN WITNESS WHEREOF the parties here to have made and executed this Agreement the day and year first written above:

OWNER:

THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH

By: _____ WITNESS
CITY MANAGER

Attest: _____
CLERK OF COUNCIL

CONSULTANT:

(Official name of Consultant as on Seal)

_____ WITNESS

By: _____
(Signature)

(Title)

(Title)

(Seal, if incorporated)

EXHIBITS

- Exhibit "A" - Design Schedule
- Exhibit "B" - Design Submittal Checklist
- Exhibit "C" - Additional requirements
- Exhibit "D" - Hourly Rates
- Exhibit "E" - Consultant's Field Report
- Exhibit "F" - Periodic Pay Application

EXHIBIT "A"
DESIGN SCHEDULE

Investigation	10% Complete at 14 calendar days (2 weeks) after receipt of Notice to Proceed.
Written Report	20% complete at 7 calendar days (1 week) after completion of the Investigation
Schematic Design	30% complete at 14 calendar days (2 weeks) after receipt of approved Written Report notice.
Design Development	60% complete at 14 calendar days (2 weeks) after receipt of approved Schematic Design notice.
Final Design	90% complete at 14 calendar days (2 weeks) after receipt of approved Design Development notice.
Construction Documents Issued for Permitting & Plan Review	100% complete at 14 calendar days (2 weeks) after Final Design comments have been received.
Construction Documents Issued for Bidding & Construction	100% complete at 14 calendar days (2 weeks) after Permitting & Plan Review comments have been received.
Construction Administration	2 months (60 calendar days, 8 weeks).

**Each Phase will need to be approved by the City of Savannah before the next design phase can continue. Time shown does not include review time by the City of Savannah, which should be assumed to be 14 calendar days.*

EXHIBIT “B”
DESIGN SUBMITTAL CHECKLIST

This Design Review checklist shall be used by Consultant before submitting the Owner with various phases of contract documents for review. The Consultant may adopt this checklist for in-house review. Refer to Scope of Services (Section 2. Submittals) for specific details.

A. Field Investigation and Written Report Submittal

- Performance Schedule of Consultant’s Services
- Documentation of Existing Conditions
- Preliminary Drawings
- Project Cost Estimate
- Risk Analysis

B. Schematic Design and Design Development Submittals

- Performance Schedule of Consultant’s Services-updated
- Drawings
- Project Cost Estimate
- Construction Schedule
- Outline Specifications
- Key Product Information
- Risk Analysis

C. Construction Documents Issued For Permitting & Plan Review Submittal

- Drawings
- Project Cost Estimate
- Construction Schedule
- Specifications
- Key Product Information
- Special Inspections
- Warranty Information

D. Construction Documents Issued For Bidding & Construction Submittal

- Drawings
- Project Cost Estimate
- Construction Schedule
- Specifications
- Key Product Information
- Special Inspections
- Warranty Information
- Written documentation of all Approved Applicable Permits

EXHIBIT “C”
ADDITIONAL REQUIREMENTS

Building Requirements

- A. Consultant is responsible for obtaining any equipment necessary to do the investigation. This includes providing lifts and ladders as needed. Please be aware that any equipment will need to meet the height requirements of the garage in order to gain access. All equipment fees will need to be included in the investigation line item.
- B. Sealants will need to be rated for traffic.
- C. If possible, the sealants specified should have a life span of 20 years.
- D. Consultant will need to attend the one (1) year project warranty walk through.
- E. Consultant will need to provide the City with maintenance specifications for the work.

EXHIBIT "D"
HOURLY RATES

*(SAMPLE - PREPARE FOR EACH AGREEMENT IN COORDINATION WITH
CONSULTANT)*

<u>Classification</u>	<u>Hourly Rate</u>
Principal-in-Charge	_____
Architect	_____
Designer (Architectural)	_____
Civil Engineer	_____
Mechanical Engineer	_____
Electrical Engineer	_____
Structural Engineer	_____
Sanitary Engineer	_____
Engineer Technician	_____
CADD Operator	_____
Technical Clerk	_____
Administrative Assistant	_____
Site Inspector	_____
Building Construction Inspector	_____

**** Add others as necessary*

EXHIBIT "E"



**CONSULTANT'S
FIELD REPORT**

PROJECT:

PROJECT #:

FIELD REPORT #:

PRESENT AT SITE :

DATE:

TIME:

WEATHER:

TEMP. RANGE:

EST. % COMPLETION:

CONFORMANCE WITH SCHEDULE (+,-):

WORK IN PROGRESS:

OBSERVATIONS:

ITEMS TO VERIFY:

INFORMATION OR ACTION REQUIRED:

ATTACHMENTS:

REPORT BY:

EXHIBIT "F"
PERIODIC PAYMENT APPLICATION

A. Payments for Basic Services of the Consultant: The Owner shall pay the Consultant for the basic services described in Article 1.B of this Agreement, not to exceed \$_____ and as shown below based upon completion of certain milestones. Progress payments, based upon itemized fee schedule shown in Exhibit "D", may be submitted to the Owner by the Consultant for work completed in each Phase of Work listed below:

<u>Phase of Work</u>	<u>% of Fee</u>	<u>Amount of Fee</u>	<u>Amount of Fee Requested</u>
(1) Design Fee			
1 Investigation	_____ %	\$ _____	\$ _____
2 Written Report	_____ %	\$ _____	\$ _____
3 Schematic Design	_____ %	\$ _____	\$ _____
4 Design Development	_____ %	\$ _____	\$ _____
6 Final Design	_____ %	\$ _____	\$ _____
7 Construction Documents for Permitting & Plan Review	_____ %	\$ _____	\$ _____
8 Construction Documents for Bidding & Construction	_____ %	\$ _____	\$ _____
9 Bidding/Abstract, Addenda, Contract Execution	_____ %	\$ _____	\$ _____
(2) Construction Overview Fee			
1 Construction Administration	_____ %	\$ _____	\$ _____
2 Record Drawings and Electronic Files of Documents	_____ %	\$ _____	\$ _____

B. Total Payment: The Owner shall pay the Consultant a total payment not to exceed \$_____ for Basic Services and Services during Construction based on the amounts noted in 3.A (1) and (2).

TOTAL FEE EARNED: \$ _____

PREVIOUS PAYMENTS: \$ _____

DUE THIS APPLICATION: \$ _____

Signed: _____ Date: _____