



**DESIGN SERVICES FOR GREENWICH COLUMBARIUM  
EVENT NO. 6005**

**SECTION II  
SCOPE OF WORK**

**2.0 Broad Description of Project:**

The City of Savannah is requesting proposals for the design of a garden-style columbarium and outdoor chapel area near Greenwich Park in Greenwich Cemetery, located at 330 Greenwich Road in Savannah, Georgia, 31404. The city is seeking a qualified landscape architectural, architectural, or engineering firm to complete a master plan for the site, along with construction documents, and specifications for the design, bidding, and contract administration of this project. Electronic responses will not be accepted for this event.

It is envisioned that the outdoor chapel will be a gardenesque design. It is envisioned that the chapel area will be the centerpiece and it shall be used for officiating memorial services and other public events. The chapel area should include a hardscape surface and contain walls of niches and cremation benches, all of which are accessible via hardscape. It is preferred that the niche walls do not impede the view of the Greenwich pond.

The project shall be scalable as the demand for additional niche space increases, with the first phase to include a minimum of 300 niches for the inurnment of cremated remains. A combination of individual and companion niches is preferred with the niche covers serving as appropriate memorialization of those inurned.

Situated along the Wilmington River, the 65-acre Greenwich Cemetery was established in 1933 as the Greenwich Addition to Bonaventure. Greenwich Cemetery is located on the site formerly known as the Greenwich Plantation; a plantation known for its manicured gardens, exotic plant species, and an elegant white marble fountain. Within the cemetery lays a 3 ½ acre section known as Greenwich Park, an area designated as a passive park or mediation area for cemetery visitors. The park surrounds a ½ acre artificial tidal pond, which was created on the northeastern corner of Greenwich Estate, bordering the marsh across from Causton Bluff on the Saint Augustine Creek, now the Wilmington River.

See Exhibit “C” Design Scope for additional requirements, details, and provisions 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 the Standard Consultant Agreement, and agree to provide the services as outlined.

- (2) The consultant shall be responsible for working with the City, the City's representative, and other appropriate City staff throughout all phases of the project.
- (3) The consultant shall be responsible for all liability with respect to its design and other services within the scope of the project, including sub-consultants, and shall be the Architect of Record for the project. 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.
- (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 issuing design documents at each phase of design and construction that are in compliance with all applicable codes, the program, the budget, 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 signed and sealed architectural and engineering drawings and specifications for all aspects of the construction. 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) The consultant shall be responsible for securing all necessary approvals and permits for the project, including, but not limited to, site plan review approval, special use permits, zoning compliance permits, building permits, demolition permits, land disturbance permits (including for GSWCC, and NOI for NPDES), site work permits, etc. Once final inspection requirements associated with these permits have been satisfied by the contractor, the consultant shall satisfy any close-out requirements of the permits, which include preparation and submission of check-prints and two (2) sets of mylars of the as-built civil drawings, as well as other documentation, required by the site permit. This is in addition to the complete set of project record drawings on mylars required by the Consultant Agreement, paragraph 1.B.(5).b.

- (9) The consultant shall be responsible for providing a risk analysis list/matrix for the project at each design submittal phase. The provided risk analysis shall assist the City in minimizing the probability and consequences of negative events and maximizing the probability and consequences of positive events related to the project objectives.

**B. Site Survey, Topographic Survey, and Tree Survey**

- (1) Provide surveying services as necessary to design the columbarium. Locate all above and below ground structures and utilities in the vicinity of the proposed project, measuring elevations and dimensions. Obtain supplemental topographic data and all other necessary supplemental survey data to design the proposed facility.
- (2) The consultant shall be responsible for establishing reference bench marks, including temporary bench marks, and base line identified on the construction drawings, along with marking and locating all easements and right-of-ways (ROWs) for construction and in the construction area.
- (3) The survey shall have a coordinate system based on the Georgia State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83). Elevations shown shall be based on the North American Vertical Datum of 1988 (NAVD 88). All measurements and coordinates shown shall use the U.S. Survey Foot definition. Coordinates shall be shown on all manholes, valves, and fittings.
- (4) Tree Survey: An ISA certified arborist will be needed on the project. The arborist will need to do a general BMP for all trees on the project. The intent is for the arborist to help focus on the preservation of these trees through a pre-design assessment of the existing mature trees, make recommendations of necessary pre/post construction treatments to improve the health of the trees, and the assistance with layout and installation details in the design. The trees will need to have a tree survey that meets ISA guidelines. The arborist will need to review the design plans impact to the trees and provide recommendations to the consultant to work around the trees or limit their impact. The arborist will need to recommend pre and post construction treatments and should be retained as part of the construction administration. The consultant shall take every necessary step to protect healthy, mature trees for the project.

**C. Geotechnical Investigation and Evaluation**

- (1) The consultant shall contract a geotechnical investigation company to characterize the existing subsurface conditions on site as required for the facility design.
- (2) The geotechnical investigation and evaluation is needed to determine the subsurface conditions of the proposed project, and to evaluate the conditions for the construction of the proposed project.
- (3) The geotechnical engineering evaluation report shall summarize the following information:

- A brief description of the proposed project.
- A description of the site and conditions.
- An explanation of the subsurface exploration procedures and findings.
- Recommendations for the site preparation of the proposed project.

**D. Conceptual Design with Master Plan (1<sup>st</sup> submittal)**

- (1) The consultant shall be responsible for producing all conceptual design with master plan documents.
- (2) Conceptual Design with Master Plan The consultant shall submit the following documents, at a minimum:
  - (a) Drawings: This submittal shall include, at a minimum, layout, elevations, and site plan, initial landscaping list, and proposed hardscape layout. The drawings shall be clearly marked “CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION,” and each sheet issued shall be consistently dated with the correct due date.
  - (b) Project cost estimate: This submittal shall include a comprehensive cost estimate, including development costs, building costs, site costs, the consultant’s fees, permit 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 recommend a construction schedule and identify construction sequencing alternatives.
  - (d) Design analysis: This submittal shall include the geotechnical investigation and evaluation, including all corresponding calculations and exhibits.
  - (e) Risk analysis: This submittal shall include a list/matrix identifying potential risks associated with the project. The list/matrix shall identify, summarize, and categorize each risk as it relates 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.
  - (f) Survey results including the tree survey and the geotechnical report.

Risk analysis: This submittal shall include a list/matrix identifying potential risks associated with the project. The list/matrix shall identify, summarize, and categorize each risk as it relates 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.

## **E. Schematic Design**

- (3) The consultant shall be responsible for producing all schematic design documents.
- (4) Schematic design submittal (50%): The consultant shall submit the following documents, at a minimum:
  - (g) Drawings: This submittal shall include architectural floor plans, exterior elevations, building sections, key interior elevations including, building sections, roof plan, site survey, site plan, landscaping plans, hardscape plans, civil and structural. -The drawings shall be clearly marked "SCHEMATIC DESIGN - NOT FOR CONSTRUCTION."
  - (h) Project cost estimate: This submittal shall include a comprehensive cost estimate, including development costs, building costs, site costs, the consultant's fees, permit fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit.
  - (i) Construction schedule: This submittal shall recommend a construction schedule and identify construction sequencing alternatives.
  - (j) Design analysis: This submittal shall include the geotechnical investigation and evaluation, including all corresponding calculations and exhibits.
  - (k) Risk analysis: This submittal shall include a list/matrix identifying potential risks associated with the project. The list/matrix shall identify, summarize, and categorize each risk as it relates 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.

## **F. 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 (90%): The consultant shall submit the following documents, at a minimum:
  - (a) Drawings: This submittal shall include architectural floor plans, roof plans, exterior elevations, sections and details, interior elevations, sections and details, structural plans, civil plans, landscaping plans, hardscape plans, along with all pertinent details, diagrams, profiles, schedules and notes. The drawings shall be clearly marked "Design Development - NOT FOR CONSTRUCTION."
  - (b) Project cost estimate: This submittal shall include a comprehensive cost estimate, including development costs, building costs, site costs, landscaping

costs, and hardscape costs, the consultant's fees, permit 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 recommend a construction schedule and identify construction sequencing alternatives.
- (d) Design analysis: This submittal shall include a preliminary analysis of the architectural, irrigation, landscape, civil, and structural designs as well as all corresponding calculations and exhibits.
- (e) Risk analysis: This submittal shall include a re-evaluation and development of the risk analysis provided with the schematic design submittal.
- (f) 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 requirements. City Standard Details, standards, and specifications are available on the City of Savannah website, [www.savannahga.gov](http://www.savannahga.gov).
- (g) Key product information: This submittal shall include product literature (i.e. cut sheets, etc.) for key building components. 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.

**G. 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 all information (including, but not limited to specifications, plans, or additional documentation) required and requested 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, site plan review, and Metropolitan Planning Commission review (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 permitting.
  - (b) Project cost estimate: This submittal shall include a comprehensive cost estimate, including development costs, building costs, site costs, the

consultant's fees, permits, 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) Estimate of operational costs: This submittal shall include an estimate of monthly and annual maintenance costs along with a recommended maintenance schedule for the project. This estimate shall be prepared with the assistance of, and in collaboration with, the City.
- (d) Construction schedule: This submittal shall recommend a construction schedule and identify construction sequencing alternatives. The schedule shall account for mobilization, submittals and approvals, testing, 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.
- (e) Design analysis: This submittal shall update the analysis of the architectural, irrigation, landscape, civil, and structural designs as well as all corresponding calculations and exhibits.
- (f) Risk analysis: This submittal shall include a re-evaluation and development of the risk analysis provided with the design development submittal.
- (g) 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 the City for the preparation of bidding and front end documents. The City shall add the front end specifications.
- (h) Key product information: This submittal shall include product literature (i.e. cut sheets, etc.) for key building components. In the construction documents, no manufacturer or product brand shall be explicitly specified without allowing for 'approved equals' (subject to review by the consultant), unless sole-sourcing is reasonably justified and pre-approved by the City of Savannah.
- (i) 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).

- (j) 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.
- (4) The consultant shall be responsible for obtaining the site plan review permit, including all submittals. The design shall comply with the site plan review checklist and be clearly marked per the site plan review guidelines. A complete general site plan review 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](http://www.savannahga.gov).
- (5) The consultant shall be responsible for submitting and receiving approval of the building permit, including all 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](http://www.savannahga.gov).

#### **H. 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. 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 and ready for reproduction for issuing to bidders.
  - (b) Project cost estimate: This submittal shall include a comprehensive cost estimate, including development costs, building costs, site costs, the consultant’s fees, permit fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit.
  - (c) Estimate of operational costs: This submittal shall include an estimate of monthly and annual maintenance costs along with a recommended maintenance schedule for the project. This estimate shall be prepared with the assistance of, and in collaboration with, the City.
  - (d) Construction schedule: This submittal shall recommend a construction schedule and identify construction sequencing alternatives. The schedule shall account for mobilization, submittals and approvals, testing, 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.



- (e) Design analysis: This submittal shall update the analysis of the architectural, landscape, irrigation, civil, and structural designs as well as all corresponding calculations and exhibits.
  - (f) Risk analysis: This submittal shall include a re-evaluation and development of the risk analysis provided with the design development submittal.
  - (g) 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 the City for the preparation of bidding and front end documents. The City shall add the front end specifications.
  - (h) Key product information: This submittal shall include product literature (i.e. cut sheets, etc.) for key building components and hardscapes. In the construction documents, no manufacturer or product brand shall be explicitly specified without allowing for 'approved equals' (subject to review by the consultant), unless sole-sourcing is reasonably justified and pre-approved by the City of Savannah.
  - (i) 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).
  - (j) 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.
  - (k) Written documentation of all approved applicable permits: This submittal shall include written documentation, including permit numbers, of all approved applicable permits, including, but not limited to, site, building, and land disturbance permits.
- (3) The consultant may request omission of submittals b-j above if there are no changes from the previous design phase. The City's advance written approval shall be obtained.

**I. 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 assist, if requested, in the development of the request for statement of qualifications (RFSQ) as well as in the review process of pre-qualification of contractors.
- (3) The consultant shall review, compare, and analyze bids as well as assist in contractor selection, negotiation, and award process.
- (4) The consultant shall monitor and update the risk analysis during the bidding process and submit any additional information to the City.
- (5) 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.

**J. Submittals**

The project shall be submitted in five (5) phases of completion: conceptual design with master plan, schematic design, design development, 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 sixth (6<sup>th</sup>) submittal if required to accommodate bidding and value engineering. A design submittal checklist has been attached as Exhibit "B." Each submission shall be delivered in accordance to the requirements outlined in the *STANDARD CONSULTANT AGREEMENT*.

**K. 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 recommended of the consultant.

**L. Construction Services**

- (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 shall be responsible for all contract administration services during construction of the project including, but not limited to, responding to requests for additional information, change order request review and approval, issuing supplemental drawings and specifications, evaluation of the work, and submittal review.
- (4) The consultant shall monitor and update the Risk Analysis during the construction process and submit any additional information to the City.
- (5) The consultant shall be responsible for developing facility maintenance and operations plans for the project including, but not limited to, record drawings, review of warranties and operations and maintenance manuals, and commissioning.
- (6) The consultant or its representative shall make as many visits to the site as necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the contractor's work, and shall keep the City informed of the progress of the work and the consultant's evaluation of the contractor's work in terms of quality, progress against the schedule, and workforce, effort, and performance relating to the progress. 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 City fully informed of the work and at a minimum of four (4) times a week, excluding holidays and weekends. In addition, weekly projects updates and monthly reports shall be provided to the City.

**M. Closeout Services**

- (1) Contractor's closeout documentation: The consultant shall receive and review maintenance and operating instructions, schedules, warranties, bonds and certificates of inspection, tests, and approvals which are to be assembled by the contractor(s) in accordance with the contract documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the contract documents); and shall transmit them to the City with written comments.

- (2) Record drawings: After the final inspection, the consultant shall obtain and review the as-built drawings as provided by the contractor. The consultant shall provide the City with one (1) complete set of printed record drawings on mylar. This is in addition to the two sets of civil drawings required for close-out of the site permit, per the Consultant Agreement, paragraph 1.B.(2). 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.

#### **N. 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, project updates, 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. Up to three (3) presentations to the public and/or the client, along with a total of up to ten (10) renderings (or other project exhibits of lesser or equivalent effort), shall be assumed in the scope of basic design services.

## **2.2 Proposal Format**

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

- (1) A cover letter stating the intent of the consultant for this design project. The cover letter must include acknowledgement of all addenda issued for this proposal. If addenda are not acknowledged in the cover letter, the proposal will not be considered further.
- (2) Fee proposals per instructions in section III signed by responsible party.
- (3) Proposed Schedule of Disadvantaged Business Enterprise (DBE) and Non-Discrimination Statement.
- (4) Response to consultant statement of qualifications included with this document. 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 at a minimum:

<b>Qualifications and Experience</b>	<b>30</b>
<b>Methodology</b>	<b>25</b>
<b>References</b>	<b>5</b>
<b>Local Vendor</b> (Within the City Limits of Savannah and has a City of Savannah Business License)	<b>5</b>
<b>DBE Participation</b>	<b>10</b>
<b>Fees</b>	<b>25</b>
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<b>Total Points</b>	<b>100</b>

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:

- Five (5) years of experience providing architectural services for projects of similar scope, complexity, and visibility.
- Experience on three (3) projects within the last ten (10) years for design of a cemetery, memorials or monuments to include a mausoleum or columbarium, or the design of a passive park. (Sub-consultant experience may be used to fulfill the project experience requirement).
- Proposals must have scored a minimum of 42 out of the 60 available points allocated for project team, project approach and methodology, and references.

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 and, at its option, request any or all proposers to participate in interviews or presentations.

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 must be submitted in response to the RFP. Include one PDF copy on Compact Disc. 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. Those intending to respond to this event, their employees, agents and attorneys, shall not make contact with City Council members, or with City staff outside of the Purchasing Department, regarding this event, during the bidding process and evaluation phase.

## **2.6 Acknowledgment of Addenda**

Proposers are responsible for determining and acknowledging any addenda issued in connection with this event. Addenda must be acknowledged in the proposal's cover letter per section 2.2.

## **2.7 Local Vendor Definition**

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

- a) The bidder or business must operate and maintain a regular place of business with a physical address within the corporate limits of the city, and
- b) The bidder or business must at the time of bid or quotation submission, have a current city business tax certificate issued by the City for at least one (1) year prior to the issuance of the requested competitive quote, bid, or proposal by the City (a post office box or temporary office shall not be considered a place of business), and
- c) The bidder or business performs quantifiable services in the ordinary course and scope of its business with the skills, qualifications, and expertise necessary to execute its contractual obligations to the City.

## **2.8 Qualifications**

Each proposer shall submit a summary of their qualifications and experience as requested in the attached "Statement of Qualifications" (Attachment A). 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 section 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.

## **2.9 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." As part of the proposal, the consultant may propose modifications to the design schedule, but shall explain reasoning for such. Timely

completion is a City priority and will be given consideration in scoring of proposals. Also, 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.

## **2.10 Fees**

Proposals shall be submitted in two separate sealed envelopes. One envelope shall contain fees only and shall be clearly marked "Fee proposal for Event No. 6005", along with the company name. The other sealed envelope shall contain all other proposal requirements, including the DBE participation form and non-discrimination statement, and shall be clearly marked with the project name, event number, and company name.

The 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. The consultant shall provide hourly fees for extra services of the consultant and sub-consultants that may arise during the design and construction phase of the project. See Exhibit "D" for sample list of hourly fees.

Fee proposal shall include construction services for a period of six (6) months (130 work days, 26 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 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.

## **2.11 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 City be liable for any direct, special, or consequential damages from the use of the drawings.



**SECTION III**

**FEE PROPOSAL**

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

Fee proposals shall be submitted on this form in a separate sealed envelope clearly marked Fee Proposal for Design Services – Greenwich Columbarium, RFP Event # 6005 and include the name of the proposer. Fee proposals will only be opened if after the initial evaluation, proposer is deemed to be qualified. Fee proposals will then be considered in relation to the qualification points awarded to determine the overall best proposal in terms of fees and qualifications.

All addenda must be acknowledged in the cover letter according to the terms set forth in Section 2.6 of this RFP.

Site survey, topographic, and tree survey	\$ _____
Geotechnical investigation and evaluation	\$ _____
Conceptual design with master plan	\$ _____
Schematic Design	\$ _____
Design development	\$ _____
Construction documents for permitting and plan review	\$ _____
Construction documents for bidding and construction	\$ _____
Bidding/abstract, addenda, contract execution	\$ _____
Construction services	\$ _____
Closeout services	\$ _____
<b>TOTAL FEES:</b>	<b>\$ _____</b>

**SUBMITTED BY:** \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**NAME (PRINT):** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

FAX: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

EMAIL: \_\_\_\_\_

I certify this proposal complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date

**INDICATE MINORITY OWNERSHIP STATUS OF BIDDER (FOR STATISTICAL PURPOSES ONLY):**

**CHECK ONE:**

\_\_\_\_\_ **NON-MINORITY OWNED**

\_\_\_\_\_ **AFRICAN AMERICAN**

\_\_\_\_\_ **HISPANIC**

\_\_\_\_\_ **WOMAN (non-minority)**

\_\_\_\_\_ **ASIAN AMERICAN**

\_\_\_\_\_ **AMERICAN INDIAN**

\_\_\_\_\_ **OTHER MINORITY Describe \_\_\_\_\_**

**SECTION 01310  
DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS**

The City of Savannah actively encourages employment and participation of small and disadvantaged businesses in all City contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontracts, and opportunities for project area residents.

It is the policy of the City of Savannah that disadvantaged business enterprises (DBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize DBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has established an XX% DBE goal for this project.

In order to determine compliance, bidders shall **submit the following completed documents in a separate sealed envelope** clearly marked with the bid number, project name and number and **marked (Section 1310 Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 01310-3) and;
2. Proposed schedule of disadvantaged business enterprise participation (Sec. 01310-4)  
and;
3. Documentation of Good Faith Efforts [**Submit only if the goals are not met.**]

**Failure to submit the required documents shall result in the bid not being read or considered.**

Suggestions to help meet the goal:

- ✓ Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of DBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from DBE subcontractors or suppliers. **[Advertisement should appear at least 10 days prior to bid due date, unless the City's solicitation period is shortened.]**
- ✓ Designating portions of the work for DBE subcontracting in trades with established availability of DBE subcontractors.
- ✓ Providing a minimum of 10 days notice prior to the Bid due date to DBEs when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

Any attempt to submit false information, will result in a recommendation that the bidder be debarred from participating in future City contracts.

The contractor is required to fulfill any DBE utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. **Written approval is required prior to**

**any substitution.**

The contractor will maintain records and information necessary to document compliance with Good Faith Effort requirements, and the City shall have the right to inspect such records.

Any DBE listed in the completed form entitled "Proposed Schedule of DBE Participation" (Section 01310-4) must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of DBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

No bidder shall enter into an agreement with any DBE that would in any way limit the DBE's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the bidder non-responsive to this bid solicitation.

The following resources are available to aid bidders in complying with this section:

**The State of Georgia Department of Transportation** maintains a website listing of Disadvantaged Business Enterprises located at [www.dot.ga.gov/PS/Business/DBE](http://www.dot.ga.gov/PS/Business/DBE)

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

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

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

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

## NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

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

---

Signature

---

Title

**PROPOSED SCHEDULE OF DBE PARTICIPATION**

Any DBE listed in this completed form must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of DBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

Name of Bidder/Proposer: \_\_\_\_\_ Bid No. \_\_\_\_\_

Project Title: \_\_\_\_\_.

**NOTE: Proof of DBE certification must be attached to this completed form for all firms listed in the table below.**

Name of DBE Participant	Telephone	Email	Address (City, State)	DBE? (Y/N)	Type of Work Sub-Contracted	Sub-contract Value (%)	Sub-contract Value (\$)
						%	
						%	
						%	
						%	
						%	
						%	
Total Base Bid							\$
Total Proposed DBE Subcontracts							\$
Bidder's Proposed DBE Participation							%

**The undersigned will enter into a formal agreement with the DBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah.** The Prime's subcontractors' subcontractors must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. It is the responsibility of the Prime contractor to ensure compliance by all subcontractors.

**Joint Venture Disclosure**

If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the disadvantaged joint venture firm.

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Disadvantaged Business Enterprise

GOOD FAITH EFFORT

\_\_\_\_\_  
Prime Company Name

\_\_\_\_\_  
Bid Date

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Event Number

**If you have failed to secure DBE participation or if your DBE participation is less than the City's project goal, you MUST complete this form.**

If the bidder's method of compliance with the DBE goal is based upon demonstration of a good faith effort, the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City. Compliance with each item, 1 through 4 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the bidder.

**This form must be submitted in its entirety with supporting documentation in a separate sealed envelope with your bid prior to the time of bid opening. Failure to comply will result in the bid being considered non-responsive and the bid will not be read or considered.**

- 1.) Please list each and every subcontracting and/or supplier opportunity (DO NOT LIST NAMES OF FIRMS) which will be used in completion of this project, regardless of whether it is to be provided by a DBE or non DBE.

(Use additional sheets, if necessary)

List of:  
Subcontracting Opportunities

List of:  
Supplier Opportunities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ Yes

Date of Listing \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ No

Source \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(2) Evidence of solicitation to prospective DBE firms, such as advertisements, copies of solicitation letters, faxes, emails and other to substantiate efforts.

***DEMONSTRATION OF GOOD FAITH EFFORTS MUST INCLUDE ALL ITEMS OUTLINED IN THIS SECTION.***



SECTION 01437  
DBE PARTICIPATION REPORT

**IMPORTANT NOTICES**

- The DBE Participation Report (Form 01437) must be submitted to the City of Savannah **Contract Analyst and the Office of Business Opportunity** with each pay request. Failure to submit this form can result in no credit toward contracted DBE requirements and a possible delay in monthly progress payments.
- The Prime Contractor/Consultant **may not change DBE firms without prior written approval of the City.** Contractors/Consultants may use the Add/Change of DBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of DBE Participation (Section 01310). Any unauthorized substitution of DBE subcontractors can result in withholding of payments for up to 30 days until compliance is reestablished.
- **Documentation providing proof of payments to DBEs for work on this project shall be kept on file and available for inspection by City staff.**

PROJECT NAME & NUMBER: \_\_\_\_\_ DATE \_\_\_\_\_ REPORT NO. \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT \_\_\_\_\_ CONTRACT AMOUNT (\$) \_\_\_\_\_

DBE GOAL **18%**  This is the final project report. End Date: \_\_\_\_\_

DBE INFORMATION					DBE PAYMENTS			
APPROVED DBEs	DESCRIPTION OF WORK or SUPPLIES	DBE CONTACT PERSON	DBE CONTACT PHONE #	DBE CONTACT EMAIL	ORIGINAL SUBCONTRACT AMOUNT	PAYMENT DATE(S)	TOTAL PAID THIS PERIOD	TOTAL PAID TO-DATE

Total DBE Paid To Date: \$ \_\_\_\_\_ %

**CONTRACTOR:** I hereby certify this information is true and correct; and supporting documentation is on file and available for inspection by the City at any time.

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF SAVANNAH**

This report has been reviewed for DBE contract compliance.

SBO Compliance Coordinator \_\_\_\_\_ DATE \_\_\_\_\_

## INSTRUCTIONS TO CONTRACTOR/CONSULTANT

To receive credit toward contracted DBE goals, the Prime Contractor/Consultant must complete and submit this form with each Request for Periodic Payment, beginning with the first payment request. An additional copy of this section must be submitted **to the SBO Compliance Coordinator**. The Office of Business Opportunity may be contacted by phone at (912) 652-3582 or by fax at (912) 651-3175. **Failure to submit this form may result in no credit toward the contract DBE requirements and a delay in monthly progress payment.**

1. Project Name: The official name of the project as stated on the contract
2. Date: Date Report is being submitted
3. Report Number: Reports must be consecutively numbered.
4. Contract Amount: Total amount of the contract to be paid to the Prime Contractor/Consultant by the City of Savannah for completion of the project.
5. DBE Goals: Enter the contracted DBE Goals per the signed agreement.
6. Final Project Report: Place an "X" or checkmark in this box when the project has been completed and the report submitted is the final payment report. Enter the date of project completion.
7. DBE Information: ONLY DBEs that have been verified and approved by the City of Savannah DBE Office, from the Prime Contractor's/Consultant's "Proposed Schedule of DBE Participation" may be included on the payment report. **NO SUBSTITUTIONS OR CHANGES IN GOALS MAY BE MADE** without prior written approval by the City.
8. DBE Payments: Enter the actual amount of the subcontract agreement for each approved DBE, the date of any payments occurring within the report period, the amount of the payments to each DBE during this period and the total each DBE has been paid-to-date.
9. Earnings-to-date: Enter the total amount paid to date to all DBE subcontractors.
10. Contractor Certification: The contractor or his authorized representative must sign this form prior to submittal. Signature indicates that all information is true and correct and documented proof of all information is on file and available for City of Savannah review at any time.

## GENERAL INFORMATION

**The prime contractor/consultant may not change DBE firms without prior written approval of the City of Savannah Office of Business Opportunity. Approval cannot be obtained from the City's Project Manager, Contract Analyst or other City of Savannah employees. Contractors/Consultants must use the Add/Change of DBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of DBE Participation (Section 01310). **Any proposed changes must meet established DBE goals and conform to contract regulations and DBE Program Requirements.****

If the prime contractor/consultant in its bid/proposal included any second or lower tier subcontractor/sub-consultant/supplier towards meeting the goal, it is the sole responsibility of the prime contractor/consultant to ensure all DBE firms have been reviewed and approved by the City of Savannah and to document all subcontracting/sub-consulting and/or supplier participation dollars counted towards the goal, irrespective of tier level. Upon completion of the work, a final "DBE Participation Report" will be required and submitted with the final pay request.

As per the City's contract, the City's SBO policy, and signed participation reports: the prime contractor/consultant certifies all DBE payment information to be true and correct, to have all supporting documentation on file and to make copies of this documentation available to the City of Savannah. **Prime contractors/consultants will periodically be required to provide copies of payment documentation** for DBEs being counted toward the DBE goal (including the prime contractor/consultant, if it is a DBE and being counted toward the goal). Failure to comply with the City's request to provide the required documentation may cause the City to withhold payments due the prime contractor/consultant until compliance is attained. Payment documentation includes but is not limited to:

- signed sub-contracts with DBEs being utilized in meeting the project's DBE goals
- DBE invoices for payment related to the project
- proof of payment of DBE invoices related to the project

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

BY:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

\* \* \* \* \*

## **Instructions for Completing Contractor Affidavit and Agreement Form**

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf).) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”

## ***Affidavit Verifying Status for City of Savannah Benefit Application***

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\* \_\_\_\_\_  
Alien Registration number for non-citizens.

Notary Public  
My Commission Expires:

***Instruction for Completing Systematic Alien Verification  
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia’s cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain “public benefits” are legally present in the United States. Contracts with the City are considered “public benefits.” Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

**ATTACHMENT A  
STATEMENT OF QUALIFICATIONS**

**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 (5) 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 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.

**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 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 pre-design investigations.
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 10 YEARS)

<b>PROJECT NAME</b>	<b>DATE</b> (2007-present)	<b>OWNER NAME</b> (contact name and phone#)	<b>DESCRIPTION OF PROJECT</b> (include type of construction, square footage, key features, etc)	<b>SERVICES PROVIDED</b>	<b>FINAL PROJECT COST</b>
<b>COMPREHENSIVE DESIGN EXPERIENCE ON CEMETERY OR PASSIVE PARK PROJECTS</b>					
					\$
					\$
					\$
					\$
					\$
<b>ADDITIONAL PROJECTS OF A SIMILAR SCOPE, COMPLEXITY, AND VISIBILITY</b>					
					\$
					\$
					\$
					\$
					\$
					\$
					\$

\*Please provide project information on all relevant projects (for and above the minimum qualifications).

**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 Highlands Fire Station, 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.

**C. 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 subconsultants, however, the **Consultant** will ultimately be responsible for any gap in coverage of lack thereof. (See Attachment "C" Additional Insurance Required of the Designer)

**(3) 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**.

(4) **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.

(5) **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.

(6) **Owner's Representative:**

The **Owner** shall designate the Project Manager as the **Owner's** primary 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**.

**D. 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 reproduces as well as a pdf for each of the Design Phases and all of the corresponding submittal files on a compact disk or other digital media 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) **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. Once final inspection requirements associated with these permits have been satisfied by the Contractor, the **Consultant** shall satisfy any close-out requirements of the permits, which include preparation and submission of check-prints and two sets of Mylars of the as-built civil drawings, as well as other documentation, required by the site permit. This is in addition to the complete set of project record drawings on Mylars required by paragraph 1.B.(5).b.

(3) **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 addendum 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.

(4) **Construction Services Phase:**

During the construction services phase of the project, the **Consultant** shall be responsible for:

e) **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**.

f) **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 and the **Consultant's** evaluation of the Contractor's work in terms of quality, progress against the schedule, and workforce, effort, and performance relating to the progress. 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** "Consultant's 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 and at a minimum of four times a week, excluding holidays and weekends. *In addition, weekly projects updates and monthly reports shall be provided to the Owner.* 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 together with the **Owner** review the Contractor's marked-up construction drawings on a monthly basis to ensure that agreed-upon field changes are either sufficiently recorded in these, or are sufficiently documented by the **Consultant**, in preparation for final record drawings upon completion of the project. Any note or mark-up on the Contractor's construction drawings concerning an adjustment to the project installations or specifications not previously brought to the attention of the **Consultant**, shall be either confirmed by the **Consultant** as accepted, or addressed as necessary if not accepted as is.

(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**.

**g) 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.

**h) 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.

**i) Substitutes:**

The **Consultant** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s) for approval by the **Owner**.

**j) 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).

**k) 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.

**l) 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.

**m) 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.

n) 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.

o) Consultant Transmittals:

The **Consultant** shall provide copies to the **Owner** of all documentation pertaining to the construction of the project.

p) 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.

q) Preparation of Documents for RFPs and 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**.)

(5) Closeout Services:

a) Contractor's closeout documentation:

The **Consultant** shall receive and review maintenance and operating instructions, schedules, warranties, bonds and certificates of inspection, tests, and approvals which are to be assembled by the **Contractor(s)** in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to the **Owner** with written comments.

b) Record drawings:

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 one (1) complete set of printed record drawings on Mylar. This is in addition to the two sets of civil drawings required for close-out of the site permit (paragraph 1.B.(2)). 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.

E. 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:

**r) 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.

**s) 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.

**t) 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 by the **Consultant**.

**u) Renderings or Models:**

Provide renderings or models except where required as part of Basic Services.

**v) 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.

1.01

**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 reproducible 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 ground 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:**

F. **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. Site Survey, Topographic, and Tree Survey	_____ %	\$ _____
2. Geotechnical Investigation and Evaluation	_____ %	\$ _____
3. Conceptual Design with Master Plan	_____ %	\$ _____
4. Schematic Design	_____ %	\$ _____
5. Design Development	_____ %	\$ _____

6. Construction Documents for Permitting and Plan Review	_____	%	\$	_____
7. Construction Documents for Bidding and Construction	_____	%	\$	_____
8. Bidding/Abstract, Addenda, Contract Execution	_____	%	\$	_____
9. Construction Services	_____	%	\$	_____
10. Closeout Services	_____	%	\$	_____

**G. 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".

**H. 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, the breakdown of 3.A and 3.B above, and a revised MWBE report section 01437.

**I. 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**.

**J. 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:

**K. 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**.

**L. 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. SUBCONSULTANTS:** All subconsultant 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 subconsultant's qualifications to perform the required work under this Agreement. A separate EXHIBIT "D" shall be provided for each subconsultant.

**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:

**M. 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.**

**N. 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)