



SECTION II
SCOPE OF WORK
Tompkins Community Center Addition
EVENT # 2325

2.0 Broad Description of Project:

The City of Savannah (the “City”) is planning the renovation/addition of the Tompkins Community Center. The Consultant’s scope of work will consist of both design services and construction administration from Schematic Design through Construction Administration/Project Close-Out.

The existing building is located at 2333 Ogeechee Rd, Savannah, GA 31415. It is bounded on the North West by Kollock Street, north east by W 39th Street, and south east by Ogeechee Road. The site is located within a 130 mile per hour wind zone.

The facility will require a single-story design and shall be fully ADA accessible (Georgia accessibility code as well as ADA 2010). The project should be designed to meet or exceed all applicable codes. The building shall be designed for maximum energy efficiency through the specified equipment and materials, utilize local Georgia materials (as feasible), and designed and constructed for durability and long-term viability. The design should include the demolition of the approximately 4,000 square foot northwest portion of the building (area between the gym and the pool), addition of approximately 7,300 square feet, finish updates to the existing gymnasium, and site improvements.

See Exhibit “C” Program and Additional Requirements for detailed program including space requirements, special equipment, and desired adjacencies.

2.1 Scope of Services:

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 Design & Construction Group and other appropriate city staff throughout all phases of the project.
- (3) The Consultant shall be responsible for all liability with respect to the full project and shall be the Architect of Record for the project.
- (4) The Consultant shall be responsible for becoming familiar with all existing

conditions that may affect the design and construction of the project.

- (5) The Consultant shall be responsible for 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 Design & Construction Group. 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 Owner 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 by the Consultant 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 & sealed Architectural and Engineering drawings and specifications for all aspects of the construction, including but not limited to, the HVAC system, lighting, electrical system, plumbing, structural system, fire protection (sprinkler and fire alarm), lightning protection, technology and communication systems, and site design. All construction documents shall be signed by a Georgia licensed professional. Bid alternates, if requested by the Owner, 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, Metropolitan Planning Commission's certificate of appropriateness, Historic Review Board approvals, special use permits, zoning compliance permits, building permits, demolition permits, land disturbance permits, site work permits, etc.
- (9) The Consultant shall provide site survey and geotechnical investigation and evaluation on which design shall be based.

B. Schematic Design:

- (1) The Consultant shall be responsible for producing all schematic design documents.
- (2) The Consultant shall be responsible for issuing schematic design documents that are in compliance with the program, site constraints, budget, and the schedule as set forth by the Design & Construction Group.
- (3) Schematic Design Submittal (30%): The Consultant shall submit the following documents, at a minimum:
 - (a) Drawings: This submittal shall include architectural floor plans, exterior elevations, building sections, key interior elevations including cabinetry layouts, building sections, roof plan, site survey, site plan, civil and structural

layouts as well as an outline of HVAC, mechanical, electrical, and plumbing plans. The drawings shall be clearly marked “SCHEMATIC DESIGN - NOT FOR CONSTRUCTION”.

- (b) Project Cost Estimate: This submittal shall include a comprehensive cost estimate, including development costs, building costs, site costs, Consultant fees, permits and connection fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit.
- (c) Construction Schedule: This submittal shall 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.

C. Design Development:

- (1) The Consultant shall be responsible for producing all design development documents for the project. All approved comments and changes from the previous design phase shall be incorporated.
- (2) Design Development Submittal (60%): The Consultant shall submit the following documents, at a minimum:
 - (a) Drawings: This submittal shall include architectural floor plans, exterior elevations, building sections, wall details, interior elevations including cabinetry layouts, building sections, roof plan, civil and structural layouts, HVAC, mechanical, electrical, and plumbing plans, and site plan. 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, Consultant fees, permits and connection fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit.
 - (c) Construction Schedule: This submittal shall recommend a construction schedule and identify construction sequencing alternatives.
 - (d) Design Analysis: This submittal shall include a preliminary analysis of the architectural, HVAC, mechanical, electrical/lighting, security, I.T. and communications, plumbing, fire protection, landscape, civil, and structural designs as well as all corresponding calculations and exhibits.
 - (e) 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 civil and utility systems. A list of City Standards, drawings, and details are available from the City of Savannah Development Services Department at (912)651-6510.

- (f) Key Product Information: This submittal shall include product literature (i.e. cut sheets, etc.) for key building components, including, but not limited to lighting, appliances, mechanical equipment, specialty equipment, cabinetry, and built-ins/systems furniture.

D. Construction Documents to be issued for Permitting & Plan Review:

- (1) The Consultant shall be responsible for producing all construction documents for the project. The design shall be finalized at this phase and ready for submission to the applicable permitting and review agencies. All approved comments and changes from the previous design phase shall be incorporated.
- (2) The Consultant shall provide any requested information and/or revisions, including, but not limited to specifications, plans, or additional documentation required for all applicable reviews and approvals. Any and all changes must be approved by the Owner in writing prior to submission to the applicable permitting and review committees.
- (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, Consultant fees, permits and connection fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit.
 - (c) Construction Schedule: This submittal shall recommend a construction schedule and identify construction sequencing alternatives. The schedule shall include activities for mobilization, submittals and approvals (coordinated with the submittal register), 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.
 - (d) Design Analysis: This submittal shall update the analysis of the architectural, HVAC, mechanical, electrical/lighting, security, I.T. and communications,

plumbing, fire protection, landscape, civil, and structural designs as well as all corresponding calculations and exhibits.

- (e) 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 Owner. 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 Owner for the preparation of bidding and front end documents. The Owner shall add the front end specifications.
 - (f) Key Product Information: This submittal shall include product literature (i.e. cut sheets, etc.) for key building components, including, but not limited to lighting, appliances, mechanical equipment, specialty equipment, cabinetry, and systems furniture.
 - (g) Special Inspections: This submittal shall include a complete Special Inspections Statement with Schedule, and 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 GL-01-2009).
 - (h) Warranty Information: This submittal shall include a list/matrix of all warranties being requested at the close of the project. The matrix should 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.
 - (5) The Consultant shall be responsible for obtaining approval by the Metropolitan Planning Commission Review, including the Certificate of Appropriateness (if applicable) and all submittals. The design shall comply with MPC's review checklist. Application and instructions available on MPC's website.
 - (6) 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.

E. Construction Documents to be issued for Bidding & 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 & 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, Consultant fees, permits and connection fees, and construction contingency. The estimate shall include a breakdown of estimated direct construction cost as well as contractor overhead and profit.
 - (c) Construction Schedule: This submittal shall recommend a construction schedule and identify construction sequencing alternatives. The schedule shall include activities for mobilization, submittals and approvals (coordinated with the submittal register), 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.
 - (d) Design Analysis: This submittal shall update the analysis of the architectural, HVAC, mechanical, electrical/lighting, security, I.T. and communications, plumbing, fire protection, landscape, civil, and structural designs as well as all corresponding calculations and exhibits.
 - (e) 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 Owner. 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 Owner for the preparation of bidding and front end documents. The Owner shall add the front end specifications
 - (f) Key Product Information: This submittal shall include product literature (i.e. cut sheets, etc.) for key building components, including, but not limited to

lighting, appliances, mechanical equipment, specialty equipment, cabinetry, and systems furniture

- (g) Special Inspections: This submittal shall include a complete Special Inspections Statement with Schedule, and 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 GL-01-2009).
 - (h) Warranty Information: This submittal shall include a list/matrix of all warranties being requested at the close of the project. The matrix should include a reference to the applicable specification section, a brief description of the warranty, the duration of the warranty, etc.
 - (i) 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 permits, Metropolitan Planning Commission's certificate of appropriateness, Historic Review Board approvals, special use permits, zoning compliance permits, demolition permits, land disturbance permits, and Department of Transportation permits.
- (3) The Consultant may request omission of submittals b-h above if there are no changes from the previous design phase. Owner's advance written approval shall be obtained.

F. Bidding Abstract & Addenda

- (1) The Consultant shall be responsible for answering all questions, including revising or adding additional drawings or clarifications, within 48 hours of receipt of questions 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 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.

G. Submittals:

The project shall be submitted in four (4) phases of completion: Schematic Design, Design Development, Construction Documents to be issued for Permitting & Plan Review, and Construction Documents to be issued for Bidding & Construction. The Consultant shall

submit a fifth 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 CONSULTRANT AGREEMENT*.

H. 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 Design & Construction Group. At any point in time, the City may contract with additional sub-consultants to perform work related to the design of the project.
- (3) Consultants should 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 should 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 Design & Construction Group reserves the right to approve and/or disapprove sub-consultant(s) and may request an alternate sub-consultant at the recommendation of the Consultant.

I. Construction Administration:

- (1) The Consultant shall be responsible for attending the pre-bid for construction services meeting and the pre-construction meeting.
- (2) The Consultant shall be responsible for final approval of and ensuring compliance with the construction documents of all construction submittals including shop drawings, product specifications, and samples.
- (3) The Consultant shall be responsible for all contract administration services during construction of the project including, but not limited to, preparing, issuing, and reviewing addenda, responding to requests for additional information, change order request review and approval, issuing supplemental drawings and specifications, evaluation of the work, and submittal review.
- (4) The Consultant shall be responsible for developing facility maintenance and operations plans for the project including, but not limited to, record drawings, warranty review, and commissioning.

J. Project Management and Administration:

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

2.2 Proposal Format:

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

- (1) Detailed description of qualifications, experience, and methodology as requested
- (2) Fee Proposals per instructions in Section III signed by responsible party
- (3) Proposed Schedule of Minority and Women owned Business Participation 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:

Qualifications & Experience	30
• Professionalism of Proposal	2
• Education, Knowledge, and Skills of Principal Consultant	5
• Relevant Experience of Principal Consultant	10
• Outstanding Characteristics/Qualifications	3
• Relevant Experience of Sub-Consultants	5
• Local Participation	5

Methodology	25
• Coordination/Documentation of Existing Conditions	5
• Design	5
• Construction Administration	5
• Document Quality/Coordination	5
• Budget and Cost Control	5
References	10
MWBE Participation	10
Fees	25
<hr/> Total Points	<hr/> 100

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

- Ten years experience providing architectural services for projects of similar scope, complexity, and visibility.
- Experience on five projects completed within the past seven years of a similar nature (i.e. educational, community center, civic/municipal, recreational/ athletic facility) and scale. Residential projects will not count towards this requirement.
- Proposals must have scored a minimum of 52 out of the 65 available points allocated for Qualifications & Experience, Methodology, and References.

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

2.4 Copies:

One (1) unbound, printed and signed original and five identical, bound, printed copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

2.5 Contacts:

Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. All questions

regarding this request for proposal should be submitted in writing and emailed to the person listed on the summary event page.

2.6 Minority/Woman Business Enterprise Goals:

The City of Savannah (has/has not) established a 4 % M/WBE goal for this project. The breakdown is as follows: 2 % MBE, 2 % Women Participation.

2.7 Qualifications:

Each proposer shall submit a summary of their qualifications and experience (as requested in the attached “Statement of Qualifications”) (or provide detailed description of required qualifications). Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.

In evaluating proposals submitted pursuant to this request, the City of Savannah places high value on the following factors, not necessarily in order of importance:

- (1) Work samples that demonstrate:
 - (a) Experience designing projects of a similar scope, scale, and visibility
 - (b) Quality of work product
 - (c) Client satisfaction
 - (d) Resolution of design and construction problems, including those that may have arisen during construction reflecting on the constructability and coordination of the design drawings
 - (e) Experience working with multiple clients/institutions
 - (f) The Consultant meets or exceeds the minimum qualifications listed under 2.3 Basis of Award
- (2) Experience of firm and employees to be assigned to the project in general and in particular, providing consulting services to municipalities, economic development organizations, or other governmental entities.
- (3) Commitment of principals to lead the team and devote time to the project.
- (4) Innovative or outstanding work by 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 and 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) 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.

2.8 Schedule:

Each proposer shall submit a proposed time schedule for the project that aligns with Exhibit "A." The consultant shall submit design documents according to the schedule as outlined in Exhibit "A". The schedule shall show that the Consultant can provide immediate service after the signed agreement. The schedule shall include anticipated dates for the commencement of the Work and for Substantial Completion of the Work. The schedule shall include allowances for periods of time required for the City of Savannah Design & Construction Group's review (generally 10 business days), and for approval of the submission by authorities having jurisdiction over the Project.

Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner. With the Owner'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 Owner is entitled to an up to date schedule from the Consultant.

2.9 Fees:

Proposer shall submit fees based on the detailed listing in Section I of the RFP. (Provide Hourly Fees for Services not specifically shown in the Scope of Services that may arise during the Design and Construction Phase of the Project)

Fee proposal shall include Construction Administration services for a period of nine (9) months (190 work days, 38 weeks). This does not include Bidding/Abstract/Addenda, nor Record Drawings and Electronic files of Documents. If Construction Administration takes less than the time allotted, Owner shall be credited for all unused work days. If project extends beyond the time allotted, the City and Consultant shall determine, in advance, if the remaining work days can be re-allotted into the remaining schedule or if additional days needs to be added to the original scope of work.

If additional Construction Administration services are required to complete the project the daily fee shall be calculated by dividing the Construction Administration fee agreed upon in the Consultant Agreement by the number of work days specified in the RFP.

2.10 Disclaimer:

Any and all documentation provided by the Owner shall be field verified by the Consultant. The Owner neither certifies nor claims that the information shown represents the existing site conditions. The information shown shall not be used without field verification. In no event shall the owner be liable for any direct, special, or consequential damages from the use of the drawings.

**SECTION III
FEE PROPOSAL**

Fee proposals shall be submitted on this form in a separate sealed envelope clearly marked Fee Proposal for Event # 2325 and include the name of the proposer and the name of the project. 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 PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE.
PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.*

Design Services	\$ _____
Construction Overview Services	\$ _____
Total Fees	\$ _____

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE: (_____) _____
AREA CODE

FAX: (_____) _____
AREA CODE

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

CHECK ONE:

<p>_____ NON-MINORITY OWNED</p> <p>_____ AFRICAN AMERICAN</p> <p>_____ HISPANIC</p> <p>_____ WOMAN (non-minority)</p>	<p>_____ ASIAN AMERICAN</p> <p>_____ AMERICAN INDIAN</p> <p>_____ OTHER MINORITY (describe)</p> <p>_____</p>
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NON-DISCRIMINATION STATEMENT

The proposer certifies that:

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

Signature

Title

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

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

Name of Proposer: _____ Event No. _____

Project Title: _____

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

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

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

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

Joint Venture Disclosure

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

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____ Date: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

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

**ATTACHMENT A
STATEMENT OF QUALIFICATIONS**

A. Architect of Record

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

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

7. How long has your firm been engaged in the architecture 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?

B. Design Team

1. Name(s) of each Firm(s):
2. Provide information and documentation of Georgia Professional License(s) including types, numbers, date of initial issuance, date of next renewal, and current status for each member of the design team (consultants and subconsultants).

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 subconsultant 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 during Coordination/Documentation of Existing Conditions.
9. Describe your team's methodology approach during Design.
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

PROJECT NAME	DATE (2007-2013)	OWNER NAME (contact name & phone#)	DESCRIPTION OF PROJECT (include type of construction, square footage, key features, etc)	SERVICES PROVIDED	FINAL PROJECT COST
PROJECTS OF A SIMILAR NATURE AND NATURE					
1					\$
2					\$
3					\$
4					\$
5					\$

AGREEMENT BETWEEN OWNER AND CONSULTANT

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

WITNESSETH, that whereas the **OWNER** intends to provide Design Services for the _____ hereinafter called the **PROJECT**
NOW, THEREFORE, the **OWNER** and **CONSULTANT** for the consideration hereinafter set forth, agree as follows:

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

A. GENERAL:

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

(1) Copyright or Patent Infringement:

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

(2) Insurance:

The **Consultant** shall secure and maintain general liability insurance as will protect it from its claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of its service under this Agreement. Further, the **Consultant** shall provide the **Owner** with evidence of Errors and Omissions Insurance, i.e., Professional Liability Insurance. The minimum amount shall be \$1,000,000 and shall be carried by the **Consultant**, and all of its **Consultants**.

(3) Design Within Budget:

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

(4) Design Schedule:

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

(5) Owner's Representative:

The **Owner** shall designate the Project Manager as the Primary Owner's Representative with respect to the work to be performed under this Agreement. The Project Manager, or its representative, shall have sole authority to transmit instructions, receive information, interpret and define Owner's policy and decisions with respect to the material, equipment, elements and systems pertinent to the work covered by this Agreement.

B. BASIC SERVICES OF THE CONSULTANT:

(1) Construction Contract Documents Preparation:

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

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

(2) Plats:

The **Consultant** shall prepare all plats for the project. The **Consultant** shall prepare recordable plats covering properties in which public easements or rights-of-way must be acquired by the Owner for the project. Plats shall contain PIN's and the names of property owners based on current County property tax records. Legal research, if required, shall be the responsibility of the **Consultant**. All plats shall be stamped with a seal and signed by a Land Surveyor registered in the State of Georgia.

(3) Permits/Applications:

The **Consultant** shall identify and prepare, in coordination with the **Owner**, all permits/applications to satisfy City, County, State, Federal, and railroad requirements for the construction of the project. These documents, with supporting attachments, shall be prepared by the **Consultant** in accordance with the requirements outlined in the RFP.

(4) Bidding/Contract Execution:

a) Distribution of Documents:

The **Consultant** shall provide the **Owner** a complete set of reproducible drawings and contract documents, boldly marked "APPROVED FOR CONSTRUCTION" for reproduction and distribution to bidders by the **Owner**, and computer files of all documents.

b) Pre-bid Conference:

The **Consultant** shall attend a pre-bid conference at such time and place as designated by the **Owner**. The **Consultant** shall take notes or record the proceedings to address all questions and necessary clarifications as discussed during the pre-bid meeting or subsequently submitted in writing. Such addenda shall be prepared two work days after the query period cut off and shall be furnished to the **Owner** for distribution to all known bidders.

c) Bid Opening:

The **Consultant** may be present at the bid opening and shall review and obtain copies of the bids from the **Owner** after the bid opening. The **Consultant** shall prepare a detailed "Abstract of Bids" if requested by the **Owner** as part of negotiations prior to award. If the bids exceed the budget, the **Consultant** shall assist the **Owner** in attempting to reduce the cost in coordination with the low bidder. This assistance shall be provided at no additional fee. This will include all required documents, including but not limited to Permit Documents, etc.

d) Contract Execution:

The **Consultant** shall, when requested by the **Owner**, provide a complete set of conformed reproducible drawings and contract documents clearly marked "APPROVED FOR CONSTRUCTION" and electronic media files per paragraph 2.F, to the **Owner** for processing to the contractor for execution.

(5) Construction Services Phase:

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

a) General Administration of Construction Contract:

The **Consultant** shall advise **Owner** and act as an additional **Owner's** representative, for total services including civil, architectural, structural, electrical, mechanical, hydraulic, water, sewer, landscape, and other miscellaneous disciplines, as required. **Consultant** shall not have authority to issue alterations to the plans and documents without approval from **Owner**.

b) Visits to Site and Observation of Construction:

In connection with observations of the work of Contractor(s) while it is in progress, the **Consultant** or its representative shall make as many visits to the site as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s) work. Based on information obtained during such visits and on such observations, the **Consultant** shall endeavor to determine if such work is proceeding in accordance with the approved schedule and the Contract Documents, and the **Consultant** shall keep the **Owner** informed of the progress of the work. These visits shall help to minimize problems during construction by permitting detection of and/or rapid response to unanticipated or changed conditions, or errors or omissions committed by design professionals, contractors, materials providers, or others. Each visit to the site shall be documented in a written report on the **Owner's** "Daily Inspection 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 once daily, excluding holidays and weekends. The responsibilities will include (but not be limited to the following):

(i) Defective Work and Stored Materials:

During site visits and on the basis of such observations, the **Consultant** shall recommend to the **Owner** rejection of the work and/or material stored on site which the **Consultant** believes will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.

(ii) Applications for Payment:

Based on the **Consultant's** on-site observations as an experienced and qualified design professional, on information provided by the Consultant's representative, on review of applications for payment, and the accompanying data and schedules, the **Consultant** shall determine the amounts owed to Contractor(s) and recommend in writing payments to Contractor(s) for the approved quantities and work performed. Such recommendations of payment will constitute a representation to the **Owner**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **Consultant's** knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents.

(iii) Record Drawings:

The Consultant shall gather information for the preparation of record drawings based on Consultant's site observations as well as information

provided by the Contractor. These drawings shall be updated monthly, prior to the Consultant's monthly payment and shall show the final location and description of all work performed during construction.

(iv) Limitation of Responsibilities:

The **Consultant** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except the **Consultant's** own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in this document, inclusive, shall be construed to release the **Consultant** from liability for failure to properly perform duties and responsibilities assumed by the **Consultant** in the Contract Documents.

(v) Structural Observations:

The **Consultant** shall provide structural observations as defined and required by IBC 2012, Chapter 17 Special Inspections and Tests.

c) Interpretations and Clarifications:

The **Consultant** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and minor clarification of change orders as required.

d) Review of Construction Contractor Submittals and Shop Drawings:

The **Consultant** shall review all submittals which are required by the project, including but not limited to special inspections, shop drawings, samples, catalog cuts, tests and certifications. The **Consultant** shall review and approve or take other appropriate action with the submittals which Contractor(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. The **Consultant** shall maintain a log of receipt of the submittals, action recommended, and date returned to the **Owner**. All submittals shall be returned within fourteen (14) calendar days unless schedule demands sooner. The **Consultant** shall immediately notify the **Owner** of any special inspections, shop drawings, samples, catalog cuts, tests and certifications not submitted in accordance with the project documents and construction schedule.

e) Substitutes:

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

f) Inspections and Tests:

The **Consultant** shall have authority in consultation with the **Owner** to require

additional inspections or testing of the work, and shall receive and review all certificates of inspections (including Special Inspections), testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine, generally, that the content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

g) Disputes between Owner and Contractor:

The **Consultant** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of the **Owner** and the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

h) Contractor(s) Completion Documents:

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

i) Final Inspections:

Upon request by the Owner, and attended by the same, the **Consultant** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the **Consultant** may recommend, in writing, final payment to Contractor(s) (subject to any conditions therein expressed). The **Consultant** shall prepare the Punch List following the initial Substantial Completion Inspection.

j) Meetings:

The **Consultant** or its representatives shall attend all technical, community, and progress meetings as pertains to the project at such time and place as designated by the **Owner**. These meetings are in addition to the Site Visits in (a, b) above. These meetings should occur weekly, on site or as required by the Owner. The **Consultant** shall develop and distribute meeting minutes for all meetings.

k) Consultant Transmittals:

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

l) Pre-Construction Conference:

The **Consultant** shall attend a Pre-Construction Conference at such time and place designated by the **Owner** and shall record or take notes of the proceedings, and be prepared to answer all technical questions related to the project.

m) Preparation of Documents for RFPs & Change Orders:

The **Consultant** shall prepare sketches, technical descriptions, drawing revisions, or other documents needed to define the work for proposed changes. These documents shall be the basis for change orders prepared by the **Owner**. (Note: If the change is required because of an error or omission in the contract documents, the **Consultant** shall prepare the documents at no additional cost to the **Owner**.)

(6) Closeout Services:

After the final inspection, the **Consultant** shall obtain and review the as-built drawings as provided by the Contractor. The **Consultant** shall provide the **Owner** with two (2) sets of printed drawings on Mylar. Ammonia processed mylars are not acceptable. Record drawings shall also be submitted on **CDs** in a format readily usable with AutoCAD Version 2000 or later. Final payment to the **Consultant** will be withheld until an accepted set of drawings is received. Record drawings shall include all improvements by the Contractor and equipment suppliers and shall be signed and stamped by all applicable disciplines: Land Surveyor, Licensed Architect, and/or a Professional Engineer, etc., registered in Georgia.

C. EXTRA SERVICES OF CONSULTANT:

(1) Normal and Customary Services:

Normal and customary engineering services do not include service with respect to the categories of work, provided below, which are usually referred to as Extra Services.

(2) Requests for Additional Services:

If the **Owner** wishes the **Consultant** to perform any of the following Additional Services, the **Owner** shall so instruct the **Consultant** in writing, and the **Consultant** shall perform or obtain from others such services and will be paid therefore as provided in an executed Amendment:

a) Preparation of Documents:

Preparation of applications and supporting documents for governmental financial support of the project above and beyond those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals in addition to those required under Basic Services.

b) Changes in Scope of Work:

Services resulting from significant changes in the general scope, extent, or character of the Project or major changes in documentation previously accepted by the **Owner** where changes are due to causes beyond the **Consultant's** control.

c) Revisions to Drawings and/or Specifications:

Major revisions to final drawings and/or specifications previously approved, and preparation of Contract Documents for alternate proposals not previously identified. However, there shall be no compensation for this work if caused by a design error or omission.

- d) Renderings or Models:
Provide renderings or models except where required as part of Basic Services.

- e) Litigation, Arbitration, and Other Legal or Administrative Proceedings:
Preparing to serve or serving as a **Consultant** or witness in any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

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

A. ACCESS TO THE WORK:

The **Owner** shall guarantee access to enable the **Consultant** to enter upon public and private lands as required for the **Consultant** to perform such work as surveys and inspections in the development of the project.

B. CONSIDERATION OF THE CONSULTANT'S WORK:

The **Owner** shall give thorough consideration to all reports, sketches, estimates, drawing, specifications, proposals, and other documents presented by the Consultant, and shall inform the **Consultant** of all decisions within a reasonable time so as not to delay the work of the **Consultant**. The **Consultant** shall be responsible for the accuracy, completeness, conformance to all required, City, State and Federal codes, regulations, and other legal limitations and restrictions of the design. The **Consultant** shall redesign to remedy any deficiencies found in the design at no additional cost to the **Owner**, and shall be liable for added construction costs that result from the deficiencies if those costs result directly from the deficiency.

C. LEGAL REQUIREMENTS:

The **Owner** shall hold promptly and attend all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the project, and pay costs incident thereto.

D. PROPOSALS:

The **Owner** shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place, and pay costs incident thereto.

E. PROTECTION OF CONTROL POINTS:

The **Owner** shall protect to the best of its ability all horizontal and vertical control points set by the Consultant prior to the assumption of such responsibility by the Contractor. Replacement of these points which have been damaged, moved or removed shall be paid for by the **Owner** as extra services of the **Consultant**.

F. STANDARDS:

The **Owner** shall furnish the **Consultant** with a copy of current City standard specifications, any required City construction detail standards, if available and as appropriate for the project. The City of Savannah drafting and CAD Standards and a Design Review Checklist shall be provided. The **Consultant** shall follow these documents in the preparation of Contract Documents for the project. The final edited specifications

shall be submitted by the **Consultant** to the **Owner** in hard copy, Microsoft Word, and a searchable PDF. Construction Documents and Record Drawings shall be submitted as a complete set of 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 should be used without appropriate field verification. Presence of above and underground site utilities (including but not limited to water, sewer, drainage, electric, gas, cable, phone) must be verified by the **Consultant**.

3. THE OWNER'S PAYMENT TO THE CONSULTANT:

A. PAYMENTS FOR BASIC SERVICES OF THE CONSULTANT:

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

Phase of Work	% of Fee	Amount of Fee
(1) Design Fee		
1. Schematic Design	_____ %	\$ _____
2. Design Development	_____ %	\$ _____
3. Construction Documents for Permitting & Plan Review	_____ %	\$ _____
4. Construction Documents for Bidding & Construction	_____ %	\$ _____
5. Bidding/Abstract, Addenda	_____ %	\$ _____
(2) Construction Overview Fee		
1. Construction Administration	_____ %	\$ _____
2. Record Drawings and Electronic Files of Documents	_____ %	\$ _____

B. PAYMENTS FOR EXTRA SERVICES OF THE CONSULTANT:

For extra services defined in Article 1.C., the **Owner** shall pay the **Consultant** on an hourly basis in accordance with the schedule of charges attached hereto, identified as Exhibit "D".

C. PROGRESS PAYMENTS:

The **Owner** shall pay the **Consultant** for professional services performed under 1.B and 1.C of the Agreement on a task completion basis, as verified by delivery of acceptable documents to the **Owner**. The **Owner** shall make payment within thirty (30) calendar days upon receipt of a complete and accurate invoice. All payment requests shall be accompanied by the City's Payment Request Form and the breakdown of 3.A and 3.B above.

D. SCHEDULE:

Based on the schedule as discussed with the owner, the **Consultant** shall perform all services with professional skill and diligence in accordance with the attached schedule, entitled Exhibit "A". The schedule shall not, except for reasonable cause, be exceeded by the **Consultant**.

E. ABANDONED/SUSPENDED WORK:

If any work performed by the **Consultant** is abandoned or suspended in whole or in part by the **Owner**, other than for default by the **Consultant**, the **Consultant** shall be paid for services performed, prior to receipt of a written notice from the **Owner**, of such abandonment or suspension in an amount equal to work performed as a proportion of the total lump sum fee as of the date of abandonment or suspension. The **Consultant** shall maintain its fees for a period of six months after receiving notice of suspended work. After this period if work is not commenced, the **Consultant's** fees may be renegotiated.

4. THE OWNER AND CONSULTANT FURTHER AGREE to the following conditions:

F. 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**.

G. OWNERSHIP OF DOCUMENTS:

The original completed design, including electronic media files, tracings and master specification sheets shall be the property of the **Owner**. The **Owner** reserves the right to utilize the design concept and any partially completed or completed design drawings and/or specifications for which the **Consultant** has been paid.

5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall ensure to the benefit of and be binding upon the Owner and Consultant respectively and its partners, successors, assigns and legal representatives. Neither the Owner nor the Consultant shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party.

6. SUB CONSULTANTS: All sub consultant contracts let by the **Consultant** for professional services under this Agreement must be approved by the **Owner**. The **Consultant** shall submit to the **Owner** adequate evidence of the sub consultant's qualifications to perform the required work under this Agreement. A separate EXHIBIT "D" shall be provided for each sub consultant.

7. SPECIAL PROVISIONS: The **Owner** and the **Consultant** mutually agree that this Agreement shall be subject to the following Special Provisions which shall supersede other conflicting provisions of this Agreement:

- A. The **Consultant** shall develop contract drawings and specifications to comply with no less than minimum requirements of all Federal, State, and Local regulatory agencies and industry standards, and in conformance with accepted professional practice.
- B. The **Consultant** shall submit an Affirmative Action Plan which clearly demonstrates how compliance will be obtained with Title 6 of the Civil Rights Act of 1964 and the President's Executive Order Numbers 11246 and 11575 which prohibit discrimination in employment regarding race, creed, color, sex, age or national origin.

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

OWNER:

THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH

WITNESS

By: _____
CITY MANAGER

Attest: _____
CLERK OF COUNCIL

CONSULTANT:

(Official name of Consultant as on Seal)

WITNESS

By: _____
(Signature)

(Title)

(Title)

(Seal, if incorporated)

EXHIBITS:

- Exhibit "A" - Design Schedule
- Exhibit "B" - Design Submittal Checklist
- Exhibit "C" - Program and Additional Requirements
- Exhibit "D" - Hourly Rates
- Exhibit "E" - Consultant's Field Report
- Exhibit "F" - Periodic Pay Application
- Exhibit "G" - Technology Design Standards
- Exhibit "H" - 1996 Renovation of Tompkins Center Drawings
- Exhibit "I" - 2014 Boundary Survey

**EXHIBIT “A”
DESIGN SCHEDULE**

Schematic Design	30% Complete at 45 calendar days (6 weeks) after receipt of Notice to Proceed.
Design Development	60% complete at 30 calendar days (4 weeks) after receipt of approved Schematic Design notice.
Construction Documents Issued for Permitting & Plan Review	100% complete at 45 calendar days (6 weeks) after Design comments have been received.
Construction Documents Issued for Bidding & Construction	100% complete at 14 calendar days (2 weeks) after Permitting & Plan Review comments have been received.
	<i>Total construction document time: 134 calendar days (19 weeks), excluding review time required by the City of Savannah for each phase.</i>
Construction Administration	9 months (190 work days, 38 weeks).

**Each Phase will need to be approved by the City of Savannah before the next design phase can continue. Time shown does not include review time by the City of Savannah*

EXHIBIT “B”
DESIGN SUBMITTAL CHECKLIST

This Design Review checklist shall be used by Consultant before submitting the Owner with various phases of contract documents for review. The Consultant may adopt this checklist for in-house review. Refer to Scope of Services (Section 2.3 Submittals) for specific details.

A. Schematic Design Submittal

- Drawings
- Project Cost Estimate
- Construction Schedule
- Design Analysis

B. Design Development Submittal

- Drawings
- Project Cost Estimate
- Construction Schedule
- Design Analysis
- Outline Specifications

C. Construction Documents Issued For Permitting & Plan Review Submittal

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

D. Construction Documents Issued For Bidding & Construction Submittal

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

EXHIBIT “C”
PROGRAM AND ADDITIONAL REQUIREMENTS
(Program, Space Requirements, Special Equipment)

A. Program

1. Lobby/Waiting Area
 - Approximate space allocation: As required to meet program needs and code
 - Seating for 10
 - Window counter into Main Office
 - Prominent location
 - Area for registration tables

2. Women’s Restroom/Locker Room
 - Approximate space allocation: As required to meet program needs and code
 - Capacity: Changing area with 25 lockers
 - Separation between restroom area and locker/ showering area
 - Include 3 showers with individual changing areas
 - Proximate to pool area
 - To serve entire facility, including existing gymnasium

3. Men’s Restroom/Locker Room
 - Approximate space allocation: As required to meet program needs and code
 - Capacity: Changing area with 25 lockers
 - Proximate to pool
 - Separation between restroom area and locker/ showering area
 - Include 3 showers with individual changing areas
 - Proximate to pool area
 - To serve entire facility, including existing gymnasium

4. Mechanical/Electrical/IT
 - Approximate space allocation: As required to meet program needs and code

5. Laundry Closet
 - Approximate space allocation: As required to meet program needs and code
 - Stackable washer and dryer for fitness towels/ceramics

6. Family/Unisex Toilet
 - Approximate space allocation: As required to meet program needs and code
 - Proximate to lobby
 - Include changing station

7. Multi-Purpose Room
 - Approximate space allocation: 1,570 square feet (including 70 square feet of storage for tables and chairs)
 - Capacity: 100 people (non-fixed tables and chairs)

- Adjacent to kitchen with serving window
 - Include projector screen and ceiling mounted projector
8. Kitchen/Kitchen Storage
- Approximate space allocation: 450 square feet (including 75 square dry food pantry with shelving)
 - Adjacent to Multi-Purpose Room with serving window
 - Commercial grade equipment stove/hood, refrigerator, freezer, prep sink, 3-bay dish sink, hand sink, prep tables
9. Computer Lab
- Approximate space allocation: As required to meet program needs and code
 - Capacity: Classroom for 10
 - 10 permanent work stations
 - Include projector screen and ceiling mounted projector
10. Main Office
- Approximate space allocation: 140 square feet
 - Traditional office with guest seating
 - Filing storage and copy machine
 - Window Counter into Lobby/Waiting area
 - Window into existing gymnasium
11. Office
- Approximate space allocation: 140 square feet
 - Traditional office with guest seating
 - Filing storage and copy machine
 - Proximate to Fitness and Weight Rooms
 - Distant from Main Office
12. Ceramics/Kiln Room
- Approximate space allocation: 450 square feet
 - Capacity: Classroom for 15
 - Storage Area/Closet
 - Tables for 15
 - Adjustable storage shelves
 - 2-bay utility sink
 - Separate kiln room with ventilation
13. Game Room
- Approximate space allocation: 660 square feet
 - Pool Table, (2) Ping Pong Tables, (2) Two Foosball
 - Wall Mounted TV
 - Foldable game tables and chairs
 - Storage for tables and chairs

14. Fitness Room

- Approximate space allocation: 275 square feet
- Treadmill, shoulder press, leg press, stationary bike, elliptical machine
- Adjacent to Weight Room
- Proximate to Office

15. Weight Room

- Approximate space allocation: 175 square feet
- (2) weight benches, (2) weight plate sets, dumb bell set, bar bells
- Adjacent to Fitness room
- Proximate to Office

16. Janitor Closet

- Approximate space allocation: As required to meet program needs and code

17. Supply Storage

- Approximate space allocation: 150 square feet
- Storage with shelving for summer camp equipment, etc.

18. Lifeguard Storage

- Approximate space allocation: 150 square feet
- Pool/lifeguard equipment storage with shelving
- Proximate to Pool area

19. Upgrades to Existing Gymnasium

- Existing space: 7,800 square feet (approximate)
- Window from Main Office
- Minimal paint/finish upgrades

B. Building Requirements

1. The building shall be designed to resist a minimum 130 mph, basic wind speed, and a 110 mph fastest mile wind speed, with all exposure classification “C” per the IBC 2012.
2. Foundation design is to be based on soil conditions determined by the consultant’s geotechnical investigation; however, the building and the foundation shall be designed to bear on soil or compacted fill with a maximum net pressure of 2,000 psf (or less if soil conditions so require).
3. HVAC system shall be a standard system, ductless system, or a combination of systems. Coordinate with Owner for requirements.
4. Design shall include all fire suppression systems required for facility to meet NFPA standards.
5. Electrical design shall include lighting control/relay system as required by Owner.

6. Exterior and interior materials and finishes to be coordinated between the Consultant and City of Savannah's Design & Construction Group.
7. Consultant shall provide and coordinate design for Technology and Communications requirements based on the City of Savannah's Technology Design Standards.

C. Site Design and Landscape Requirements

1. The design shall include development of the site infrastructure (access, parking, drainage, and utilities).
2. Coordinate with City to develop a suitable building footprint and location.
3. Conceptual site engineering.
4. Staking plan.
5. Pavement and grading plans, profiles, and details.
6. Sedimentation and soil erosion plans.
7. Water service plans.
8. Sewer service plans.
9. Storm drainage and storm water management system plans.
10. Hydrology Report.
11. Complete site survey, including topography and utilities.
12. Coordinate with dry utilities, including lighting.
13. Coordinate with City IT Department all requirements for telephone and data.
14. Construction plans, details and specifications.
15. Site landscaping plans with irrigation.
16. Owner-operated site lighting as required.
17. Incorporate all City Standard details as applicable.
18. Ensure Owner designed site signage is coordinated as needed.
19. Consultant will be responsible for verifying accurate setbacks for building footprint.

**EXHIBIT “D”
HOURLY RATES**

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

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

EXHIBIT "E"



**CONSULTANT'S
FIELD REPORT**

PROJECT:	PROJECT #:	FIELD REPORT #:
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PRESENT AT SITE :

DATE:	TIME:	WEATHER:	TEMP. RANGE:
EST. % COMPLETION:	CONFORMANCE WITH SCHEDULE (+,-):		

WORK IN PROGRESS:

OBSERVATIONS:

ITEMS TO VERIFY:

INFORMATION OR ACTION REQUIRED:

ATTACHMENTS:

REPORT BY:

EXHIBIT "F"
PERIODIC PAYMENT APPLICATION

A. Payments for Basic Services of the Consultant:

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

<u>Phase of Work</u>	<u>% of Fee</u>	<u>Amount of Fee</u>	<u>Amount of Fee Requested</u>
(1) Design Fee			
1 Schematic Design	_____ %	\$ _____	\$ _____
2 Design Development	_____ %	\$ _____	\$ _____
3 Construction Documents for Permitting & Plan Review	_____ %	\$ _____	\$ _____
4 Construction Documents for Bidding & Construction	_____ %	\$ _____	\$ _____
5 Bidding/Abstract, Addenda	_____ %	\$ _____	\$ _____
(2) Construction Overview Fee			
1 Construction Administration	_____ %	\$ _____	\$ _____
2 Record Drawings and Electronic Files of Documents	_____ %	\$ _____	\$ _____

B. Total Payment:

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

TOTAL FEE EARNED: \$ _____

PREVIOUS PAYMENTS: \$ _____

DUE THIS APPLICATION: \$ _____

Signed: _____
Company Name

Date: _____