

EVENT NO. 5436 SECTION II - SCOPE OF SERVICES

TRAVIS FIELD WATER RECLAMATION FACILITY ENGINEERING DESIGN AND CONSTRUCTION OVERVIEW SERVICES

2.0 Broad Description of Project

The City of Savannah (the "City") is now accepting proposals for selection of a consulting engineering firm to provide the required professional engineering services for the construction of new wastewater treatment facilities, complete and operational, at the site of the previous Travis Field Water Reclamation Facility (WRF). The selected firm will be responsible for the design of the wastewater treatment facility and other related services including equipment evaluation, influent characterization, surveying, utility locates, permitting, preparing detailed construction plans and specifications, bidding assistance, construction overview, start-up assistance, and closeout services. A site vicinity map is included as Exhibit 5 (located behind Attachment 2).

2.1 Scope of Services

The successful proposer shall provide the following services at a minimum: preliminary engineering, project design, bid phase assistance, construction overview, and project closeout. Services also include preparation and/or conduct of: design development report; anti-degradation review; environmental information document; permit applications; construction plans and specifications; contract administration; start-up training; and part-time project inspection.

2.2 Proposal Format

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

- a) Cover letter stating the intent of the proposer for this event. Cover letter must include acknowledgement of all addenda issued for this proposal. If addenda are not acknowledged in the cover letter, proposals will not be considered further.
- b) Related project experience Present four (4) projects to demonstrate the team's capability to perform work similar to the proposed project. All projects presented

must be completed within the past 20 years and currently in operation in the United States. All projects presented must treat mainly domestic sewage and have the capacity in place to treat at least 0.25 MGD. One (1) project must be a flat-plate MBR wastewater treatment facility designed by the prime consultant. Projects 2-4 may be non-MBR municipal wastewater treatment facilities. At least two (2) of the four (4) projects shall include biological nutrient removal. Indicate which design team members (key personnel) participated in the above projects and indicate their role in said projects.

- c) Project team organization chart and resumes Organizational chart of the proposed team showing the names and roles of all key personnel and the firm with which they are associated. Include resumes of all key personnel, such as:
 - Principal in charge
 - Project manager
 - QC manager
 - Lead process engineer
 - Lead structural engineer
- Lead electrical/Instrumentation and controls engineer
- Lead architect
- Chief cost estimator
- Construction inspector
- Lead civil engineer
- d) Project approach Provide the approach of the design team to critical project requirements including, but not limited to:
 - Interactive design and evaluation of proposed treatment processes including:
 - Membrane equipment selection
 - Impact of solids handling process selection on nutrient removal, facility footprint, ease of operation, and life-cycle cost
 - Reduction of project capital and O&M costs, (e.g. construction methods, energy, labor, etc.)
 - Coordination with owner and milestones for progress meetings/workshops
 - Cost estimating at various project design stages
 - Quality assurance
- e) Additional information requested in Section II, Sections 2.10 thru 2.16.
- f) Detailed project schedule (Gantt chart) Provide a schedule for completion of facility design, permitting, and construction, including start and end dates for task or sub-task completion, submittal dates, major project milestones, and critical path.

Schedule shall include all tasks and milestones necessary to indicate understanding of project and proposer's project approach. Suggested tasks and milestones are provided as an example (Exhibit 1 of Attachment 2). It is anticipated that the

proposers schedule will have more detail. The proposed schedule will be strictly followed throughout the project duration, and shall only be modified as agreed between the owner and consultant.

g) Hourly rate schedule – Provide hourly rates for each type and class, (e.g. – project manager, engineer IV, senior inspector, etc.) of individual assigned to the project team.

A rate schedule form is provided as an example (Exhibit 2 of Attachment 2). Consultant shall provide the firm's published hourly rate schedule. Hourly rates shall be fully burdened, including overhead and profit.

- h) Non-discrimination statement and proposed schedule of minority and women owned business participation - Please review and complete these items on the forms provided in this RFP.
- Proposer shall submit fees in a separate sealed envelope per instructions in Section III and signed by responsible party. Fees shall not be included within the body of the proposal.

2.3 Basis of Award

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

a)	Related project experience	20 points
b)	Project team	15 points
c)	Project approach	15 points
d)	Proposed schedule	10 points
e)	MWBE participation goals	10 points
f)	Local vendor participation	5 points
g)	Fees	25 points

* Local vendor must be a prime consultant, have an office located within the City of Savannah, and must possess a current business license.

Proposals shall be evaluated by a selection committee. The selection committee may, at its option, request interviews with any and all proposers to gather additional information to be used in the evaluation process. At the discretion of the selection committee, these interviews may or may not be held on the premises of the City of Savannah. Any costs such as travel or preparation associated with the interview process will be borne solely by the proposers. Only the fee proposals of those deemed qualified will be opened. The City also reserves the right to request a best and final offer (BFO) and to rescore 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 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, and
- (c) The business owner must serve a commercially useful function, meaning performance of real and actual service in the discharge of any contractual endeavor. The contractor/vendor must perform a distinct element of work for which the business owner has the skills, qualifications and expertise, as well as the responsibility for the actual performance, management and supervision of the work for which he/she has been contracted to perform.

2.5 Copies

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

2.6 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.

2.7 Minority/Woman Business Enterprise Goals

The City of Savannah has established a 7% M/WBE goal for this project. The breakdown is: 5% MBE, 2% WBE Participation.

2.8 Schedule

Each proposer shall submit a proposed time schedule for the project, as described in 2.2 (f), above.

2.9 Fees (Hourly Rates): Proposer shall submit hourly fees for services not specifically shown in the Scope of Services that may arise during the Design and Construction Phase of the Project, as requested in 2.2 (g), above.

2.10 Project Information

A. Project Background

The Crossroads Water Reclamation Facility (WRF) is currently operating at 80% of its permitted treatment capacity and new treatment capacity is necessary to support future residential and industrial growth in the service area. The City of Savannah has applied for and received a waste load allocation for planning for discharge of 3.0 MGD and 7.0 MGD. The recommended effluent permit limits for discharge to the Savannah River/Harbor are summarized below:

Constituent/Parameter ⁽¹⁾	ient/Parameter ⁽¹⁾ Limits	
Effluent Flow Rate (MGD)	3.0	7.0
Carbonaceous Five-Day Biochemical Oxygen Demand (mg/L)	12.0	5.0
Total Oxygen Demand (TOD) (March-October) (lbs/day)	2043	2043
Ammonia, as N (mg/L)	4.0	2.0
Dissolved Oxygen, Minimum (mg/L)	5.0	5.0
Total Suspended Solids (mg/L)	10	10
Fecal Coliform Bacteria (count/100 mL, geometric mean)	200	200
Total Phosphorus, as P (mg/L)	0.5	0.5
Total Residual Chlorine (TRC) (daily maximum) (mg/L)	0.75	0.75
pH (standard units)	6.0 – 9.0	6.0 - 9.0
Ortho-Phosphorus, as P (mg/L)	Monitor	Monitor
Nitrate-Nitrite, as N (mg/L)	Monitor	Monitor
Organic Nitrogen, as N (mg/L)	Monitor	Monitor
Total Kjeldahl Nitrogen, as N (mg/L)	Monitor	Monitor

(1) Values are maximum monthly averages except as noted.

The Crossroads WRF receives influent from two (2) major City of Savannah lift stations, No. 40 and No. 159. Lift Station No. 40 is located at the site of the old Travis Field WRF. The Georgia Environmental Protection Division (EPD) has allowed the City to expand its wastewater treatment capacity on the condition that the additional effluent is discharged to the Savannah River at the outfall of the existing Travis Field WRF forcemain. Thus, treatment capacity shall be built at the Travis Field site to treat the wastewater that the Crossroads facility receives via Lift Station No. 40's force main and treated effluent shall be discharged using the existing Travis Field forcemain.

B. Description of Proposed Travis Field WRF Processes and Facilities

The project requires the successful proposer to design and oversee construction of a membrane treatment facility with biological nutrient removal capability, the primary components of which include:

- Preliminary treatment processes: fine screening, grit removal, flow metering and sampling, and influent flow equalization.
- Secondary treatment processes: anaerobic, anoxic, and aerobic treatment zones to provide nutrient and BOD removal and alkalinity recovery. Stacked-tray, flat-plate membrane equipment shall be used.
- Tertiary treatment processes: UV disinfection, chemical nutrient removal and aeration (as required), and effluent metering and sampling.
- Solids handling processes: digestion, sludge thickening, belt-press dewatering, and solids load-out.

Ancillary systems may include, but are not limited to:

- Pumping facilities as required by facility hydraulic requirements. While the use of gravity flow wherever possible is desired, pumping facilities may include influent pumps, post-equalization pumps, permeate pumps, sludge pumps (return, waste, dewatering), and effluent pumps.
- Aeration / mixing systems for membrane treatment reactors, digesters, and effluent aeration systems.
- Membrane cleaning systems and crane(s) for membrane cassette removal.
- Solids conveyance and loadout facilities for screenings, grit, and dewatered cake.
- In-plant reuse water system.
- Modifications to sanitary pumping and collection systems necessary to take the Lift Station 40 force main off-line and bring the Travis Field force main on-line.
- Electrical power systems, backup power systems (with soft transition switching), and instrumentation and control systems, including SCADA monitoring.
- Administration / Laboratory building including: two (2) offices; break room; lavatory; locker room; showers; parking.
- Pumps / Blowers building, Electrical / Instrumentation Controls building (buildings may be single or multiple structures).
- Standby units (critical systems) or bypass channels/piping for equipment (including meters) undergoing maintenance.
- Site security systems such as gates, fencing, and lighting.
- Piping, concrete tankage, access stairs and walkways, sidewalks and roads.
- Any other systems, ancillary or otherwise, necessary to provide a complete and operational wastewater treatment facility meeting the effluent permit limits specified by the Georgia EPD.
- C. Phasing of Travis Field WRF Construction

The project will be designed to maximize the treatment facility capacity on the 3.5-acre site (a minimum 7 MGD ultimate treatment capacity is required). The facility will be

constructed in a phased approach, with the first phase having a minimum treatment capacity of 3.5 MGD.

The project is to be fully designed for the full flow (7+ MGD). Project design will address a two-phase construction and operational approach and project drawings will show the necessary detail to build the facility in two phases. Paper and electronic plans and specifications will be required for the bidding and construction of Phase 1. Additional paper and electronic plans and specifications suitable for the bidding of Phase 2 will also be required. The Consultant will prepare bidding documents and provide overview, startup, and closeout services for the construction of the first phase.

The project is to be permitted for the full flow (7+ MGD). EPD will issue a permit with staged effluent limits.

D. Equipment Selection Assistance

The Consultant shall gather information from stacked tray, flat-plate membrane systems and UV disinfection systems, develop equipment evaluation criteria, and in coordination with the City staff determine the desired equipment for the project. The Consultant shall develop an equipment scope and request for equipment proposals from select equipment manufacturers requesting and compiling information such as equipment cost, facility construction cost, life-cycle costs, etc. Consultant shall obtain hard pricing data from the selected equipment manufacturers to determine suitable equipment allowances for construction bidding.

Multiple equipment manufacturers shall be allowed to compete during the bidding process when determined to be feasible and in the interest of the Owner. Design-basis and acceptable equipment will be determined by the Water Reclamation Department staff with the aid of the Consultant. While these determinations will not require the same level of effort as the membrane equipment evaluation, the Consultant will solicit equipment data and references, and prepare capital and O&M estimates as necessary to support design basis and acceptable equipment selections.

E. Solids Handling Facilities

While the Consultant is required to present their preferred method of solids handling as part of the RFP submittal project approach, a consensus strategy for solids handling has not been determined. After meeting with City staff to present and discuss potential solids handling options, the Consultant will prepare and submit an analysis of two to four (2-4) desired solids handling process trains for City review and approval.

Alternatives shall consider options for solids digestion in combination with options for

sludge thickening. Factors for evaluation shall include impact on nutrient removal, facility footprint, ease of operation, and life-cycle cost. A Membrane Thickening Aerobic Digestion Process alternative and a Thickening Only alternative will be considered among others. Consultant's proposal shall include the necessary time and fee for the design and construction overview of the selected solids handling facilities.

F. SCADA Control Requirements

The WRF's controls package provider shall work with Emerson Power and Water Solutions (PWS) to connect to the existing SCADA system. No new SCADA system will be included into the controls package for control. All control and monitoring will be thru the current City of Savannah Emerson Open Enterprise SCADA system and report to the City System Server. This will include:

- 1. Working with PWS on connection, programming and testing.
- 2. The only form of interconnection will be thru an Emerson Remote Automation Solutions RTU.
- 3. The connection to the RTU will be an Ethernet Connection using Ethernet Modbus.
- 4. No I/O Analogs or Digitals will be hardwired to the RTU.
- 5. Provide Copies of Displays and I/O tagnames / register addresses that would be used if the system was being provided with a standalone SCADA system to PWS. Registers used must be in contiguous blocks.
- G. Project Schedule

The Owner requests a design schedule of twelve (12) months or less from notice to proceed to the completion of project bidding documents. The shortest schedule included in a proposal that clearly demonstrates the allocation of the necessary resources (e.g. – experienced available staff, history of meeting tight schedules, technical approach & resources, etc.) to substantiate proposed project completion times without sacrificing Owner participation will receive the maximum points.

- H. Additional Project Details
 - The City of Savannah recently began sampling and testing of the Lift Station No. 40 influent for the parameters noted above in 2.10 A. Consultant shall confirm adequacy of sampling and testing procedures and develop any additional influent testing requirements necessary for facility design. City will conduct typical sampling procedures and either conduct or pay for analytical testing services. Advanced sampling techniques, if required, shall be the responsibility of the Consultant.
 - Approximately 350 LF of the Travis Field effluent forcemain was removed during

canal widening. Consultant's services shall include design of the forcemain repairs.

- Effluent discharge from the Garden City municipal treatment facility and an industrial facility manifolds into the Travis Field effluent forcemain. Consultant's services shall include the evaluation and design of improvements to these pumping facilities to meet Phase 1 pumping requirements.
- The Consultant will be required to conceptually plan the future forcemain configuration to meet Phase 2 pumping requirements so that the Phase 1 design of these pumping systems include the ability to be upgraded for Phase 2 operation.
- Design shall include the capability to screen MLSS using stand-by headworks screen.
- Existing structures shall be assessed and reused if they are in suitable condition and can be incorporated into the Consultant's design without unduly limiting the ultimate facility capacity. Otherwise these structures shall be demolished.
- Design shall include both passive (e.g. thoughtful process/equipment selection, operational procedures, covers, etc.) and active (e.g. bio-towers, wet scrubbers, etc.) odor control measures. Systems shall be designed to meet a dilution-to-threshold (D/T) ratio of 7 at the location of the nearest receptor.
- Consultant shall coordinate & oversee O&M training by manufacturers, provide overall facility O&M training, and provide O&M manuals per Construction Administration requirements.

2.11 Preliminary Engineering Phase Services

- A. Project Kick-off
 - 1) In advance of the Kick-off Meeting, the consultant will prepare:
 - A Schedule of Project Values to include a complete break-down of project tasks, sub-tasks, and deliverables and their associated fees. This document will be used to evaluate consultant pay requests and is subject to review and approval by the Owner.
 - A revised project schedule for all design and permitting phases of the project, including submittal review times and project milestones. Additional detail shall be added to the schedule submitted with the Consultant's proposal, as needed (overall time to completion of project design shall not change).
 - 2) Shortly after Contract Execution, the Consultant will conduct a project kick-off meeting to discuss:
 - Project administrative requirements, procedures and tasks
 - Project design schedule and Schedule of Project Values
 - Collection of project data for Consultant review including previous studies, record drawings, operational data, permits, etc.
 - Influent characterization program (additional sampling and testing)

B. MBR Equipment Selection

Consultant will assist in the evaluation and selection of the desired flat-plate membrane system for inclusion into the project:

- Potential membrane equipment suppliers will be identified by the Consultant based on discussion with City staff concerning desired system features, manufacturer's experience, available technical design and field support, etc. It is anticipated that two or three manufacturers will be identified at the conclusion of this step for further investigation.
- 2) In coordination with the Consultant, City staff will contact potential equipment manufacturers to discuss possible site visits and references. Consultant is encouraged to accompany City staff on day trips and to participate in conference calls with equipment references. The Consultant will prepare a list of pertinent questions for equipment references.
- 3) Consultant will prepare an MBR equipment solicitation to evaluate manufacturer's equipment, obtain budgetary equipment proposals, and prepare life-cycle cost analyses. Solicitation shall include an equipment scope to ensure completeness and uniformity among budget proposals. Solicitation shall request the data necessary for the Consultant to develop construction and O&M costs for the membrane related processes (e.g. depth and size of basins, foundation requirements, pump and blower size (energy costs), cleaning requirements (chemical costs), membrane life expectancy, etc.) for the life-cycle cost analysis.
- 4) Consultant will review the equipment solicitation responses, discuss them with City staff, and request additional information if responses are incomplete, unclear, or generate additional questions.
- 5) Using the data gathered during the solicitation process, the Consultant will prepare a life-cycle cost analysis and an equipment evaluation matrix. Consultant will evaluate the manufacturers' submittals and make a recommendation to the City staff regarding the MBR equipment to be included into the project.
- C. Municipal Water Pollution Control Plant (WPCP) Permit Documents

The Consultant will prepare the documentation necessary to obtain an NDPES discharge permit. The documents will be reviewed by the City of Savannah prior to submittal to the EPD. The Consultant will make revisions requested by City staff and the EPD as required to receive approvals. It is suggested that the Consultant review permitting requirements with EPD in advance of preparing project bids. The following documents are anticipated to be required by the EPD:

1) Anti-Degradation Review – Prepare an Anti-Degradation Review in accordance with

Georgia Environmental Protection Division (EPD) guidelines. At a minimum, the review will include a Socio-Economic Analysis, a No-Discharge Alternative Analysis, and Public Notice. The final report must be submitted to EPD along with any public comment received.

- 2) Environmental Information Document (EID) Prepare an EID presenting the environmental impacts of the proposed project in accordance with Georgia Environmental Protection Division (EPD) guidelines. Assist City staff schedule and advertise a public meeting to present the results of the EID in accordance with EPD requirements. Conduct and document results of public meeting for submittal to EPD.
- 3) Design Development Report (DDR) Prepare a DDR presenting the proposed project to interested parties, (EPD, City of Savannah, General Public), in accordance with EPD guidelines. Subjects for presentation and discussion in the DDR include, but are not limited to:
 - A discussion of existing wastewater treatment facilities in the service area and project intent to upgrade and expand these facilities
 - A narrative discussion of wastewater treatment goals, treatment options, and the treatment alternatives considered
 - A cost comparison of the alternatives considered using present-worth analysis considering both capital and O&M costs
 - A discussion of the selected treatment methods, including the advantages and disadvantages versus the other alternatives considered
 - A preliminary site layout, drawn to scale, indicating the locations of unit processes, measurement, sampling, pumping, and chemical feed locations
 - A discussion of the types of wastewater flows treated, including facility influent flows and solids production over time, and the design capacity of individual unit processes and the treatment facility as a whole
 - A process flow schematic and mass balance for liquids, solids and sludge
 - A description of process control and target process control parameters
 - A discussion of facility redundancy, operational flexibility, by-pass capabilities, emergency power, thermal (heat) and freeze protection
 - Proposed odor control strategies

The Consultant will assist City staff schedule and advertise a public meeting to present the project per EPD requirements. Consultant will conduct the public meeting and document meeting results for submittal to EPD.

4) NPDES Permit Application – The Consultant will assist City staff with the preparation of the NPDES permit application. Typical assistance would include the preparation of figures and exhibits.

D. Preliminary Design

1) Site Survey and Topographic Survey

Verify both horizontal and vertical position of existing equipment, structures, pipes, and appurtenances at the Travis Field WRF site and forcemain replacement corridor. Locate all above and below ground structures, utilities, and salient features, measuring elevations and dimensions, permanent benchmarks, and ancillary equipment necessary for the successful design and construction of the proposed project. Obtain topographic data and all other necessary survey data to design the proposed facilities.

The Consultant shall be responsible for establishing reference benchmarks, including temporary benchmarks (for each construction drawing sheet), and base lines identified on the Construction drawings, along with marking and locating all easements and right-of-ways (ROWs) for construction and in the Construction area. This shall be coordinated and scheduled with the Contractor, who shall protect the bench marks (including temporary) and field placement of the marked and located easement and ROW lines.

The Survey shall utilize 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.

2) Subsurface Utility Engineering

The Consultant shall provide horizontal and vertical field identification and verification, including mapping, of all underground utilities that are in the vicinity or in conflict with the proposed wastewater facility and forcemain project. Subsurface Utility Engineering (SUE) services shall be required per ASCE Standard 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Data," and such specialized service companies shall be contracted.

The minimum level of information to be used for this project includes:

- Quality Level D is the most basic level of information obtained and requires a search of all reasonably accessible databases. Databases may include some or all of the following: Utility companies; public works departments; and facility owners.
- Quality Level C information requires a visual inventory and survey of the above ground infrastructure associated with utilities such as manholes, valve boxes, hand holes, transformers, etc., to assess the general accuracy and completeness of the information obtained in the Level D phase.

- Quality Level B is the level in which geophysical methods are employed to designate the existence and approximate horizontal location of utilities in the project area. Methods employed include electromagnetics, ground penetrating radar (GPR), 3-D assisted radar tomography (CART), and other specialized geophysical equipment. Deliverables for Level B include survey drawings of all utility features with attributes showing the quality information of each utility line. Level B includes information gathered during Level C and Level D.
- Quality Level A involves the vacuum excavation technique to safely dig test holes and expose utilities. This provides and exact three dimensional location and positive identification of the utility. Vacuum excavation uses an air lance to break up the soil and a vacuum system to remove the soil, thereby eliminating the potential for damage caused by mechanical excavation. The cost to backfill or patch test digs shall be part of the Quality Level A investigation.

Level C & D reviews shall be for the entire project site (including forcemain). Based on the results of these initial reviews, the Consultant shall recommend selected areas to receive Level B & A analysis to Owner for concurrence.

The limits of the utility locates shall be:

- Quality Levels C & D: The horizontal limit shall be 15 feet outside of the Travis Field site and forcemain replacement centerline (each side). There shall be no vertical limit.
- Quality Levels A & B: The horizontal limit shall be 15 feet outside of the Travis Field site and forcemain replacement centerline (each side). The vertical limit shall be at least 12 feet below ground surface. Deeper investigations may be warranted based on proposed construction methods, results of screening level investigations, or other factors, which shall be performed by others based on the Consultant's professional judgment and with the concurrence of the Owner.
- 3) Geotechnical Investigation and Reports

Provide, through a subcontract, geotechnical engineering services, including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data.

The services will include the following:

a) Geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which are required to provide information for design, and other field and laboratory tests and analyses which are required to

provide design information.

b) A geotechnical report by a qualified geologist or geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions that can be anticipated.

The final report shall indicate the anticipated performance of the subsurface material to be encountered on the Project under the loading conditions, use, and types of excavations anticipated. It shall also include: descriptions of the proposed project and of the proposed site conditions; an explanation of the subsurface exploration procedures and findings; and recommendations for site preparation and foundation design for proposed structures.

4) Preparation of Preliminary Design Submittal

Consultant will submit Preliminary Design Drawings to the City for review at the 30% design completion stage. A progress meeting between the consultant's design team and City staff will be held approximately two (2) weeks after the submittal is made. The 30% submittal will include the following items:

- Preliminary General Plan Sheets (Cover Sheet, General Notes, Hydraulic Profile and Process Flow Schematic)
- Preliminary Civil Site Plans showing the general site and equipment layout, (Existing Site & Demolition Plan, Proposed Site Plan and Site Piping Plan)
- Preliminary Mechanical and Structural Drawings of proposed treatment processes shown in plan, elevation, and section views
- Preliminary One-Line Electrical Diagram (includes back-up power systems)
- Preliminary Construction Cost Estimate (-10% to +30% expected range of accuracy) and estimated 20-year Life-Cycle Cost
- Preliminary Geo-Technical Report

2.12 Design Phase Services

After the design development report and preliminary plans have been reviewed and approved by the City of Savannah, the final design phase shall begin. The design phase requires the consultant to make drawing, specification, and other submittals at the 60% and 100% complete stages of project design. A progress meeting between the consultant's design team and City staff shall be held within two (2) weeks after each submittal is made.

A. Design Submittal at 60% Complete

Consultant shall submit new and revised drawings to the City for review at the 60% design completion stage. The 60% submittal shall include the following items:

- Preliminary General Plan Sheets (Vicinity Map, Drawing Index and Facility Mass Balance)
- Updated General Plan Sheets (Cover Sheet, General Notes, Hydraulic Profile and Process Flow Schematic)
- Preliminary Civil Site Plans showing the general site and equipment layout, (Paving, Grading & Drainage Plan, Staking Plan, Civil Details)
- Updated Civil Site Plans showing the general site and equipment layout, (Existing Site & Demolition Plan, Proposed Site Plan and Site Piping Plan)
- Preliminary Mechanical and Structural Notes & Details
- Updated Mechanical and Structural Drawings of proposed treatment processes shown in plan, elevation, and section views
- Preliminary Electrical Site Plans, Notes & Details
- Revised One-Line Electrical Diagram
- Preliminary Architectural, Plumbing, and HVAC plans including legends, notes, details, and schedules
- Preliminary Process and Instrumentation Diagrams including legends, notes, and schedules
- Draft Specifications for all project components and specialty equipment
- Updated (60%) Construction Cost Estimate (-5% to +20% expected range of accuracy) and estimated 20-year Life-Cycle Cost
- Draft Construction Schedule
- Final Geotechnical Report

The 60% submittal will address comments generated during the review of the 30% submittal. Failure to address previous comments may result in the submittal being considered incomplete. Consultant shall meet with the City's Site Plan Review Team after this milestone and prior to the 100% submittal.

B. Design Submittal at 100% Complete

Consultant shall submit revised drawings to the City for review at the 100% design completion stage. The drawings and specifications submitted at this stage shall be 100% or nearly 100% complete. The 100% submittal shall include the following items:

• General Plan Sheets (Cover Sheet, Vicinity Map, General Notes, Drawing Index, Hydraulic Profile, Process Flow Schematic, and Facility Mass Balance)

- Site Plans showing the general site and equipment layout, (Existing Site & Demolition Plan, Proposed Site Plan, Site Piping Plan, Paving, Grading & Drainage Plan, Staking Plan, Erosion & Sedimentation Control Plans, Details, and Notes, Civil Notes & Details)
- Mechanical and Structural Drawings of proposed treatment processes shown in plan, elevation, and section views, including Mechanical and Structural Notes, Details, and Schedules
- Electrical Plans including One-Line Diagram, Site Plans, Electrical Notes, Details, and Schedules
- Architectural, Plumbing, and HVAC plans, including legends, notes, details, and schedules
- Process and Instrumentation Diagrams including legends, notes, and schedules
- Final Specifications for all project components and specialty equipment, including sections for Supplemental General Conditions and Measurement and Payment.
- Final (100%) Construction Cost Estimate (-3% to +15% expected range of accuracy) and estimated 20-year Life Cycle Cost
- Final Estimated Construction Schedule
- List of all required special inspections, a budget estimate for completing special inspections, and a list of firms that can provide these services for the project

The 100% submittal will address comments generated during the review of the 60% submittal. Failure to address previous comments may result in the submittal being considered incomplete.

C. Final Design Revisions

The Consultant will address any final revisions to the drawings and specifications resulting from the previous progress meeting between the consultant's design team and City staff and/or other review agencies and submit to EPD.

2.13 Additional Engineering and Overview Requirements

The following discussion includes additional information to complete the project. Some of the items discussed relate to the conduct of the entire project, while others refer to deliverables discussed in the preceding discussions of the Preliminary Engineering and Design Phases of the project.

As there are no specific pay items for the work described Section 2.13 in the Fee Proposal, the cost of the items described in these sections will be included in the budget of the appropriate project phase, e.g. – Preliminary Engineering, Design, Construction

Overview, etc. The fees for these services will be included in the Schedule of Project Values independently (if appropriate) or as part of the task, sub-task, or deliverable, for which they are associated.

A. Plat Preparation

The Consultant shall prepare all recordable plats covering properties in which public easements or rights-of-way must be acquired by the Owner for the Project. Plats shall be prepared in duplicate as follows: one set of plats shall contain PIN numbers and the names of property owners based on current County property tax records, and one set shall omit PIN numbers and the names of property Owners. Legal research, if required, shall be the responsibility of the Consultant. These documents shall be submitted after the completion and review by the Owner of preliminary plans. All plats shall be stamped with a seal and signed by a Land Surveyor registered in the State of Georgia.

It is anticipated that one (1) plat may be required for this project. Additional plats shall be provided at the City's request as an extra service of the Consultant.

B. Encroachment Permits and Approvals

The Consultant will be responsible for determining required encroachment permits and approvals needed from existing utilities (e.g. Georgia Power, Atlanta Gas Light, etc.), Chatham County, Georgia Department of Transportation, and railroads based on preliminary and final site plans. The Consultant shall perform surveys of the proposed encroachments and prepare crossing/parallel alignment design according to the standards and regulations of the appropriate entity. Consultant shall prepare all permit applications, documentation, and supporting attachments for the Owner.

C. Permitting Services

Identification and preparation of all permits/applications to satisfy City, County, State, and Federal requirements for the construction of the project shall also be the responsibility of the Consultant. The Consultant shall prepare exhibits and submit applications to obtain permits from the required issuing authorities and agencies. These documents, with supporting attachments, shall be prepared by the Consultant prior to the completion of the Final plans and forwarded to the Owner for execution. Copies of final agency approval documentation shall be bound with the contract documents, and appropriate information shall be shown on final plans. Permitting also shall include any wetland delineation and approval from regulating agencies for the installation of utilities.

The proposed project shall be subject to the City of Savannah Site Plan Review Process.

Consultant shall include estimated agency submittal and review times in the project schedule provided in the proposal submittal.

D. City of Savannah Standard Documents

The City of Savannah requires the use of standard documents in the preparation of project plans and specifications. These include standard details, technical specifications, and contract documents. The City shall make these documents available to the consultant upon request for review and use. If a city standard detail or technical specification is insufficient to show or specify the desired project construction, the consultant shall provide a suitable replacement from their own engineering library, or create one using appropriate engineering methods and standard of care.

E. Project Submittals

Professional services shall be in accordance with the requirements of this RFP. Design deliverables shall be prepared in sufficient detail for permitting and construction of the project, and shall be in compliance with federal, state and local requirements, as well as industry standards. All drawings, calculations, specifications and other technical work product shall be signed and sealed by a Professional Engineer registered in the State of Georgia.

F. Project Meetings

Project meetings shall be held throughout the facility design and construction overview process. Meetings include: Project Kick-Off; Submittal Reviews (30%, 60% and 100%); Pre-Bid, and Pre-Construction. Construction progress meetings shall be held monthly once the Contractor mobilizes to the project site. Additional meetings may be required to ensure timely Owner input and project completion, or as requested by the Consultant, Owner, and/or Contractor.

The consultant shall document all meetings by issuing meeting minutes. Pre-Bid and Pre-Con meetings shall be recorded by the City, with recording files forwarded to the Consultant for use. Meeting minutes shall consist of a summary of the meeting discussion, including names of attendees and a record of any decisions made and action items assigned during the meeting. Draft meeting minutes are due to the City within three (3) business days of the meeting, for review and comment. Final meeting minutes shall be due with three (3) business days of receiving City comment.

2.14 Bid Phase Services

After the final design documents have been reviewed and approved by the City of Savannah, with appropriate agency approvals and easements obtained, bidding services shall be provided in accordance with Section II, including but not limited to the following:

- A. Preparation of Plans and Specifications for Bidding Prior to advertising for bids, the consultant shall coordinate with the City to make ready the project specifications and provide plans for bidding. The requirements include:
 - 1) Completion of the City's Request for Contract form, (asks for recommendations on the value of liquidated damages, duration of construction, wet weather days, etc.
 - 2) Prepare the project bid form, which shall be consistent with the Measurement and Payment specification and include any necessary instructions to complete the form
 - Update Section 01600, Supplemental General Conditions, as necessary to conform to special conditions pertaining to the project that are different from Section 01500, General Conditions.
 - 4) Assist City staff in the preparation of the invitation to bid
 - 5) Transmission of three (3) complete sets of approved plans to the City of Savannah marked "APPROVED FOR BIDDING"
- B. Project Bidding Assistance
 - 1) Responding to comments/questions from involved parties via compilation and submission of addenda to Owner
 - 2) Attending Pre-Bid Conference
 - 3) Preparation and distribution of pre-bid meeting minutes
 - 4) Review of Bid Proposal Documentation and Preparation of Bid Tabulation
 - 5) Evaluation and recommendation of Contractor

2.15 Construction Phase Services

After the Bid Phase has been completed and an acceptable bid has been awarded by the City of Savannah, construction services shall be provided in accordance with Section II, including but not limited to the following:

- A. Pre-Construction Conference
 - 1) Attend Pre-Construction Conference and present/review project requirements
 - 2) Preparation and distribution of pre-bid meeting minutes
 - 3) Provide seven (7) full-size (24" x 36") and two (2) half-size (11" x 17") sets of plans

marked "APPROVED FOR CONSTRUCTION"

- B. Contract Administration
 - 1) Conducting monthly Project Meetings
 - 2) Preparing and distributing minutes of all meetings
 - Reviewing and responding to Contractor Requests for Information (construction phase requires prompt, accurate interpretation of the plans and specifications by personnel knowledgeable of construction practices that have thoroughly studied the plans and specifications).
 - 4) Reviewing Shop Drawings
 - 5) Interpretation and clarification of the Contract Documents
 - 6) Processing and evaluating Change Orders
 - 7) Processing Contractor's Pay Requests
 - Copies of time sheets for all A/E personnel providing construction phase services, including a brief narrative of the work performed (to accompany A/E consultant requests for payment)
 - 9) Overseeing equipment operation and maintenance training of City personnel by manufacturer's trainers to ensure all systems and operational modes are addressed.
 - 10) Consultant shall provide O&M training for the facility as a whole and to address any gaps in training not covered by manufacturers.
 - 11) Preparing Facility O&M Manual using preferred City format (three (3) paper copies, one (1) electronic copy)
 - 12) Conduct Final Inspection in coordination with City Staff
- C. Part-Time Resident Inspection
 - 1) Provide part-time resident project inspector during active construction, 20 hours per week for 126 weeks
 - 2) Copies of inspection field logs
 - 3) Documentation for defective work, stored materials, and material quantities
 - 4) Oversight of inspections and testing
 - 5) Coordinate start-up testing
 - 6) Review of applications for payment based on submitted data and schedules
 - 7) Monthly review and submittal of Contractor's record drawings
 - 8) Monthly documentation of lost time / wet weather days
 - 9) Compilation and submission for Certificate of Substantial Completion
 - 10) Compilation and submission of Final Inspection Project Punch List

2.16 Close-Out Services

After the construction of the project has been completed and final payment to the Contractor has been paid by the City of Savannah, close out services shall be provided to include the following:

- A) Close-Out Document Checklist
 - 1) Record Drawings (As-builts)
 - 2) CDs of Record Drawings (As-builts) (AutoCAD 2007 format)
 - 3) Recorded Plats
 - 4) Two complete sets of Mylars
 - 5) Certification letter with Utility Cost/Quantities
 - 6) Signed Elevation Certificates
 - 7) Videotape of Utilities
- B) Record Drawings (As-Built Drawings) must be submitted to the City of Savannah Water and Sewer Planning and Engineering Office for review and approval. The size of the sheets shall be 24" x 36". Record Drawings (As-Built Drawings) shall have a coordinate system based on the Georgia State Plane Coordinate System, East Zone, NAD 83. Elevations shown shall be based on NAVD 88. All measurements and coordinates shall use the U.S. Survey Foot definition. Coordinates shall be shown on all drainage structures, detention facilities, manholes, valves, fire hydrants, tees and bends. The final Record drawings shall include all improvements by Contractor and equipment suppliers, and shall be stamped / certified by a Land Surveyor registered in Georgia and/or a Professional Engineer registered in Georgia.

2.17 Insurance Requirements

2.17.1 Comprehensive General Liability

Contractor shall carry comprehensive general liability on an occurrence form with no "x, c or u" exclusions with the following minimum limits:

- Each occurrence \$2,000,000
- Damage to Rented Premises \$1,000,000
- Medical Expense \$5,000
- Personal & Adv Injury \$1,000,000
- General Aggregate \$2,000,000
- Products Completed Ops. Aggregate \$2,000,000

General aggregate shall apply on a per project basis

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.17.2 Professional Liability

\$ 1,000,000 per occurrence limit

2.17.3 Commercial Automobile Liability

The automobile policy must include coverage for owned, non-owned and hired automobiles

Minimum limits are \$1,000,000

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.17.4 Workers Compensation

Contractor shall carry a workers compensation policy including all statutory coverage required by Georgia state law

Minimum employer's liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.17.5 Umbrella/Excess Liability

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits:

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.17.6 General

All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A (minus), X, or better

Any modifications to specifications must be approved by the City

SECTION III - FEE PROPOSAL

Fee proposals shall be submitted on this form in a separate sealed envelope clearly marked Fee Proposal for Engineering Services for Travis Field Water Reclamation Facility, RFP Event No. 5436 and include the name of the proposer.

Fee proposals will only be opened after the initial evaluation, if the proposer is deemed to be qualified. Fee proposals will then be evaluated in relation to the qualification points awarded to determine the overall best proposal in terms of fees and qualifications.

Fee proposals shall <u>not</u> be included in the body of the proposal. Electronic responses will <u>not</u> be accepted.

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

All addenda must be acknowledged in the cover letter according to the terms set forth in Section 2.2(a) of this RFP.

Description	Fee for Services
2.11 - Preliminary Engineering Phase Services:	
A. – Project Kick-Off	\$
B. – MBR Equipment Selection	\$
C. – Municipal WPCP Permit Documents	\$
D.1 – Site and Topographic Survey	\$
D.2 – Subsurface Utility Engineering	
a. Investigation Levels C & D	\$
b. Investigation Level B – 3 days @ \$ per day =	\$
c. Investigation Level A – 5 holes @ \$ per hole =	\$
D.3 – Geotechnical Investigation & Report	\$
D.4 – Preliminary Design Submittal	\$
2.12 – Design Phase Services	
A. – 60% Submittal	\$

Travis Field Water Reclamation Facility (WRF) Engineering Design and Construction Overview Services

B. – 100% Submittal	\$
C. – Final Revisions	\$
2.14 – Bid Phase Services	\$
2.15 - Construction Phase Services:	
A. & B. – Pre-Con & Contract Administration	\$
C Resident Project Representative (2,520 hours)	\$
2.16 – Closeout Services	\$
Total Fee for Services	\$

SUBMITTED BY:			
PROPOSER:			
SIGNED:			
NAME (PRINT):			
ADDRESS:			
CITY/STATE:		ZIP	
TELEPHONE: () Area Code		
FAX: () Area Code			
DO YOU HAVE THE R	EQUIRED INSU	RANCE?	
I certify this bid complie except as clearly marked			and Conditions issued by the City
Please Print Name		Authorization Signature	Date
CHECK ONE: NON-MIN	NORITY OWNED	AM	STATISTICAL PURPOSES ONLY): IAN AMERICAN IERICAN INDIAN 'HER MINORITY Describe

NON-DISCRIMINATION STATEMENT

The 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, 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** <u>minority-owned or women-owned</u> business by the City of Savannah or a federallyrecognized 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 <u>prior</u> to the due date of this bid. <u>Other business certifications that do not specify majority</u> <u>woman or minority ownership may not be substituted</u>. 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 <u>not</u> been certified is <u>not</u> 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	Estimate d 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 <u>only</u> be counted toward the goal <u>if the tier subcontractor is an M/WBE</u>. Any work an M/WBE firm subcontracts to a non-M/WBE firm <u>will not count toward the M/WBE goal</u>. 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 re	presentative):	•
Signature:	Date	
Title:	E	mail:
Talanhana	Eave	

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 (a) www.savannahga.gov.

Developing a Strong M/WBE Participation Plan

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

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

ATTACHMENTS TO REQUEST FOR PROPOSALS

TRAVIS FIELD WATER RECLAMATION FACILITY (WRF) ENGINEERING DESIGN AND CONSTRUCTION OVERVIEW SERVICES

Attachment 1 – Consultant Statement of Qualifications

Attachment 2 - Agreement between Owner and Consultant

ATTACHMENT 1 CONSULTANT STATEMENT OF QUALIFICATIONS

Contact Information

Provide information for a Principal Owner or Corporate Officer representing the prime contractor or joint venture that can be contacted for additional information:

Name of Firm:	
Physical Address:	
Name of Contact:	
Title:	
Phone #	
A. General Information (Prime A/E Firm)
Year Firm Established:	DUNS Number:
Type of Ownership:	M/WBE Status:
Location of office where work will be perfo	rmed:
Registered Engineers: Registered Land Surveyors: Design Engineers: Draftsmen (CAD Tech):	the work to provide services for the project:
immediately available? If not, indicate leng	posed project, would your firm's services be gth of delay:
Could your firm provide continuous ar completed? Yes:	nd uninterrupted services until the project is No:
Total value of all projects successfully comp past 5 (five) years: <u>\$</u>	oleted by the office performing the work over the

Total value of all projects currently under contract at the office performing the work:

Limits of your firm's errors and omissions insurance: \$_____

Errors and omissions insurance deductible: \$_____

\$

Has your firm ever been involved in litigation with an owner, contractor, or private developer? If so, indicate the case(s), the reason for, and the results of, the litigation:

Has your firm changed names within the past ten (10) years? _____

If yes, respond to the litigation question above for the firm under any previous name(s).

Please attach a copy of the current applicable Georgia Licenses held by the prime A/E contractor. Label and include as **Attachment A.**

B. Proposed Project Team

Provide the name, full mailing address, and contractual relationship, and a brief description of the role of each firm that will be involved in performance of the contract using the forms provided as **Attachment B**. List the prime contractor or joint venture partners first. If a firm has a branch office, indicate each individual branch office that will have a key role on the team. If more than four (4) firms are involved in the project team, use multiple copies of the attachment. The named sub-contractors and outside associates or consultants must be used, and any change must be approved by the City.

C. Organizational Chart

Provide an organizational chart of the proposed team showing the names and roles of all key personnel and the firm with which they are associated. Include technical staff that shall be performing the work.

The following project team personnel shall have a minimum of fifteen (15) years of experience in wastewater engineering or wastewater construction, and be currently working in their field.

- Principal-In-Charge
- Project Manager
- QC Manager
- Lead Process Engineer
- Lead Structural Engineer
- Lead Civil Engineer
- Lead Electrical / Instrumentation & Controls Engineer
- Lead Architect
- Chief Cost Estimator
- Construction Inspector

Project Manager shall remain with the Project throughout the term of the A/E Agreement with the Owner. The Project Manager shall not be replaced or substituted without permission of the Owner. If the proposed Project Manager was not involved directly in at least two (2) of the projects listed in response to the "Related Project Experience" information request, please provide a discussion of why the project manager is very capable of managing this project and include as an attachment to the Project Manager's resume.

Label and include Organizational Chart as Attachment C.

D. <u>Resumes of Key Personnel</u>

Provide the information requested in **Attachment D** for each key person who shall participate in the contract. If existing resumes for team members are provided, Attachment D will still be required to capture any of the requested information that is not readily apparent on the resume, i.e. – not presented under a similar heading or stated directly.

Group entries by firm, with personnel of the prime consultant or joint-venture partner firms first. To successfully complete the form, please note that the following information must be provided:

- Name, title, and role in project team
- Total years of relevant experience and total years of relevant experience with current firm

- Name, city and state of the firm where the person currently works, which must correspond with one of the firms listed in Attachment B (Project Team Data)
- The highest relevant academic degree(s) received and the area(s) of specialization for each degree
- Current relevant professional registration(s) in the United States
- Other relevant professional qualifications relating to this project such as publications, organizational memberships, training, awards, etc.
- The projects which the individual is currently obligated to spend approximately four (4) hours per week and an estimate of the time the team member will be available during the active design phase of this project
- Up to four (4) relevant, projects in which the individual had a significant role that demonstrates the person's capability relevant to his or her role in the proposed project. If any of the professional services or construction projects are not complete, indicate so in the project description response

E. <u>Related Project Experience</u>

Related Project Experience – Select projects that demonstrate the firm's capability to perform work similar to the proposed project. Projects must be located in the United States of America, and the facilities for which the study, design, or permitting efforts were implemented. Present four (4) projects completed by the firm within the past twenty (20) years (per RFP requirements in Section 2.2 a). Describe how the individual team members proposed for this project were involved in each referenced project. *If existing narratives of project descriptions are provided, Attachment E will still be required to capture any of the requested information that is not readily apparent, i.e. – not presented under a similar heading or stated directly.*

Attachment A – Applicable Georgia Licenses

Attach copies of all current applicable Georgia Licenses held by the prime A/E contractor behind this page.

Attachment B – Proposed Project Team Data

Firm Name:		M/WBE Status
	Joint-Venture Partner	
Mailing Address:		
Role in this Contract:		
Firm Name:		M/WBE Status
Relationship: Prime	Joint-Venture Partner	or Sub-Contractor
Firm Name:		M/WBE Status
Relationship: Prime	Joint-Venture Partner	or Sub-Contractor
Mailing Address:		
Role in this Contract:		
Firm Name:		M/WBE Status
Relationship: Prime	Joint-Venture Partner	or Sub-Contractor
Mailing Address:		
Dolo in this Contract.		

Please complete the following form for all members of the proposed project team (firms)

Attachment C – Organizational Chart of Project Team

Attach the Organizational Chart for the proposed project team behind this page.

Attachment D – Resumes of Key Personnel

Team Member:
Name and Title:
Role in Contract:
Years of relevant experience, total: Years of relevant experience, current firm:
Firm Name and Location (City & State):
Educational Achievements (Degree and Specialization):
Current Professional Registration(s) (State and Discipline):
Other Professional Qualifications (Publications, Organizations, Training, Awards, etc.):
Current Projects:
Estimated availability during active project phases (hours/week):
1) Project Name and Location (City and State):
Years Completed: Engineering: Construction (if applicable):
Brief Description (Brief scope, size, cost, etc.), Specific Role , and Firm Representing:

2)	Project Name and Location (City a	nd State):	
Year	s Completed: Engineering:	Construction (if applicable):	
Brief	Brief Description (Brief scope, size, cost, etc.), Specific Role , and Firm Representing:		
<u></u>	Ducient Name and Longtion (City	ad State).	
3)		nd State):	
Year		Construction (if applicable):	
Brief	Description (Brief scope, size, cost, e	etc.), Specific Role , and Firm Representing:	
4)	Project Name and Location (City a	nd State):	
Year	s Completed: Engineering:	Construction (if applicable):	
Brief	Description (Brief scope, size, cost, e	etc.), Specific Role , and Firm Representing:	

Attachment E – Example Projects by Design Team (Example #)

Project Title and Location:_____

Point of Contact, Name:

Point of Contact, Name:______ Point of Contact, Telephone Number:______

Provide a brief description of the example project and its relevance to the proposed project. Include factors such as scope, size, cost, principal elements, and features of the project:

Indicate the size, nature, and basis for any contract change orders:

Team Members (firms listed in Attachment B) involved in this Project: Firm Name & Location (City/State):			
Firm Name & Location:			
Role in Project:			
Firm Name & Location:			
Role in Project:			
Firm Name & Location:			
Role in Project:			

ATTACHMENT 2

AGREEMENT BETWEEN OWNER AND CONSULTANT

THIS AGREEMENT made as of the _____ day of _____, 2017, 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 conduct the <u>Travis Field Water Reclamation</u> <u>Facility Design and Construction Overview</u>, hereinafter called the **PROJECT**, Project No. XX-XXXX.

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 attached detailed Scope of Work in Exhibit 3.
 - **A.** <u>GENERAL</u>: The Consultant shall serve as the Owner's professional representative in the design and the observation of the construction of the Project, and shall give consultation and advice to the Owner during the performance of such services.
 - (1) <u>Copyright or Patent Infringement</u>: 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 him, and he shall hold harmless the Owner from loss or damage resulting there from, providing, however, that the Owner within fourteen (14) 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) <u>Insurance</u>: The **Consultant** shall secure and maintain insurance as included in Exhibit 4.

B. BASIC SERVICES OF THE CONSULTANT:

- (1) <u>Preliminary Engineering Phase</u>: The **Consultant** shall perform the preliminary engineering work in accordance with the detailed scope of services as included in Exhibit 3. All submittals shall be stamped with a seal and signed by a Registered Professional Engineer registered in the State of Georgia.
- (2) <u>Design Phase</u>: The Consultant shall perform the design work in accordance with the

detailed scope of services as included in Exhibit 3. All submittals shall be stamped with a seal and signed by a Registered Professional Engineer registered in the State of Georgia. The **Consultant** shall prepare working drawings in accordance with Exhibit 3 and shall prepare specifications and other Contract Documents completely describing the material and workmanship required and procedures to be followed for the construction of the Project. The **Consultant** shall perform the work in accordance with the schedule attached hereto, and identified as Exhibit 1. All drawings shall be stamped with a seal and signed by a Registered Professional Engineer registered in the State of Georgia.

(3) Bid Phase Services:

- a) <u>Distribution of Documents</u>: The **Consultant** shall provide the **Owner** three (3) complete set of reproducible drawings and contract documents, boldly marked "APPROVED FOR BIDDING" for reproduction and distribution to bidders by the **Owner**.
- b) <u>Pre-bid Conference</u>: 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 and prepare and distribute meeting minutes and addenda to address all questions and necessary clarifications as discussed during the Pre-bid Conference. Such addenda shall be provided to the **Owner** for issuance no more than 48 hours after the Pre-bid Conference. The **Consultant** shall also furnish the **Owner** with two (2) sets of the addenda.
- c) <u>Bid Opening</u>: The **Consultant** shall review and obtain copies of the bids from the **Owner** after the bid opening. The **Consultant** shall examine the bids for accuracy and shall prepare a detailed "Abstract of Bids" and submit three (3) copies of same to the **Owner** within five (5) days after receipt of bid documents. The **Consultant** shall also prepare a recommendation of award letter based on knowledge of past performance, references, Contractor's forces, and bid price. The recommendation shall also be submitted with the bid abstract.
- (4) <u>Construction Services Phase</u>: During the construction services phase of the project, the **Consultant** shall be responsible for:
 - a) <u>Distribution of Documents</u>: The Consultant shall provide to the Owner seven (7) sets of full-size drawings and two (2) sets of half-size drawings at the pre-construction conference for the contractor and Owner, boldly marked "APPROVED FOR CONSTRUCTION", at no additional cost.

- b) <u>Pre-construction Conference</u>: The **Consultant** shall attend a Pre-construction Conference at such time and place designated by the **Owner**, and shall be prepared to answer all technical questions related to the Project. The **Consultant** shall also prepare and distribute the minutes of the meeting.
- c) <u>General Administration of Construction Contract</u>: The **Consultant** shall advise **Owner** and act as **Owner's** representative as provided in the Construction Contract 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**.
- d) <u>Visits to Site and Observation of Construction</u>: In connection with observations of the work of Contractor(s) while it is in progress:
 - (1) **Consultant** shall make visits to the site 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, **Consultant** shall endeavor to determine in general if such work is proceeding in accordance with the approved schedule and the Contract Documents, and **Consultant** shall keep **Owner** informed of the progress of the work. Each visit to the site shall be documented in a written report on **Owner's** "Daily Inspection Report" form and forwarded to **Owner** within 24 hours.

This Agreement for the Project **will require** a **Resident Project Representative** (RPR), as specified.

(2) The Resident Project Representative will be Consultant's employee. Assignment of the specific individual as RPR shall be subject to approval of Owner. The RPR must be a qualified professional, but is not required to be a Registered Professional Engineer. The purpose of Consultant's visits and representation by the Consultant's Resident Project Representative at the site will be to enable Consultant to better carry out the duties and responsibilities assigned to be undertaken by Consultant during the Construction Phase, and 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. The responsibilities will include (but not be limited to the following):

- i) <u>Defective Work and Stored Materials</u>: During such visits and on the basis of such observations, **Consultant** shall recommend to the **Owner** rejection of the work and/or material stored on site which **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) <u>Interpretations and Clarifications</u>: **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.
- iii) <u>Shop Drawings</u>: **Consultant** shall review and approve or take other appropriate action with respect to Shop Drawings, samples, and other data 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.
- iv) <u>Substitutes</u>: **Consultant** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
- v) <u>Inspections and Tests</u>: **Consultant** shall have authority, as **Owner's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine, generally, that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- vi) <u>Disputes between **Owner** and Contractor</u>: **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 decisions on all claims of **Owner** and 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.
- vii) <u>Applications for Payment</u>: Based on **Consultant's** on-site observations as an experienced and qualified design professional, on information

provided by the Resident Project Representative, and on review of applications for payment and the accompanying data and schedules:

- (1) 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 Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents.
- viii) <u>Contractor(s) Completion Documents</u>: **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 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 **Owner** with written comments.
- ix) <u>Inspections</u>: **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 **Consultant** may recommend, in writing, final payment to Contractor(s) that the work is acceptable (subject to any conditions therein expressed). The **Consultant** shall conduct with the **Owner** and contractor a Pre-Final Inspection and Final Inspection and confirm 100% completion of all required work. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
- x) <u>Record Drawings</u>: **Consultant** shall gather information for the preparation of record drawings based on information provided by the Contractor and by field and site surveys. These drawings shall be updated monthly, prior to the Contractor's monthly payment and shall show the final location and description of all work performed during construction with respect to property and/or rights-of-way boundaries and shall include line, grade, and invert elevation(s) referenced to Georgia grid coordinates. After the final inspection, the **Consultant** shall provide the **Owner** with two (2) sets of Chronoflex or original inked

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 2007. Final payment to the **Consultant** will be withheld until an accepted set of drawings is received. The final Record drawings shall include all improvements by Contractor and equipment suppliers, and shall be stamped / certified by a Land Surveyor registered in Georgia and/or a Professional Engineer registered in Georgia.

- xi) Limitation of Responsibilities: **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 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 Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents. The Consultant, its principals, employees, agents or consultants shall perform no services related to the investigation, detection, abatement, replacement, discharge or removal of any toxic or hazardous contaminants or materials. The **Owner** acknowledges that the **Consultant** has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ('Hazardous Materials').
- xii) <u>Meetings</u>: The **Consultant** shall attend all technical and community meetings as pertains to the project at such time and place as designated by the **Owner**.
- xiii) <u>Consultant Transmittals</u>: The **Consultant** shall provide copies to the **Owner** of all documentation pertaining to the construction of the project.
- (5) Closeout Services: The Consultant shall perform the closeout services phase in accordance with Exhibit 3.

C. EXTRA SERVICES OF CONSULTANT:

(1) Normal and customary engineering services do not include service with respect to the following categories of work which are usually referred to as Extra Services.

- (2) If Owner wishes Consultant to perform any of the following Additional Services, Owner shall so instruct Consultant in writing, and Consultant shall perform or obtain from others such services and will be paid therefore as provided in an executed Amendment:
 - (a) 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) Services resulting from significant changes in the general scope, extent, or character of the Project or major changes in documentation previously accepted by **Owner** where changes are due to causes beyond **Consultant's** control.
 - (c) 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) Provide renderings or models.
 - (e) 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. <u>Access to the Work:</u> 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. <u>Consideration of the Consultant's Work:</u> The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, 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.
- C. <u>Legal Requirements</u>: 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 all requirements necessary in the development of the Project, and pay all costs incident thereto.

- D. <u>Proposals</u>: The **Owner** shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place, and pay all costs incident thereto.
- E. <u>Protection of Markers</u>: The **Owner** shall protect to the best of his 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. <u>Standards:</u> The **Consultant** shall use the **Owner's** Front End Specifications, Technical Specifications, and Standard Details in the preparation of the documents and plans for the project. The accepted documents are from March, 1996 and revisions thereof. In the event the **Consultant** is not on the **Owner's** list as having been issued these documents, the **Owner** will furnish free a hard copy of the documents, a computer disk copy (provided the **Consultant** provides the disks), and will include the **Consultant** on the **Owner's** mailing list to provide any revisions needed in the future. The **Consultant** must provide the **Owner** with a letter from either the President of the firm or the Office Manager designating a person who will be responsible to receive the documents. It shall be the responsibility of the **Consultant** to maintain these documents and to incorporate any revisions issued by the **Owner** into the Consultant to prepare either the Contract Documents or Plans in accordance with the latest published City Standards and revisions may result in the **Consultant's** error/omission.
- G. <u>Owner's Representative</u>: The Owner shall designate the Project Engineer as the Owner's Representative with respect to the work to be performed under this Agreement. The Project Engineer, or 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.

3. THE Owner's PAYMENT TO THE Consultant:

A. <u>Payments for Basic Services of the Consultant</u>: The Owner shall pay the Consultant for the basic services described in Article 1.B of this Agreement a not to exceed fee of \$_____. The not to exceed fee is made up of the following costs:

Travis Field Water Reclamation Facility (WRF) Engineering Design and Construction Overview Services

Description	Fee for Services			
2.11 - Preliminary Engineering Phase Services:				
A. – Project Kick-Off	\$			
B. – MBR Equipment Selection	\$			
C. – Municipal WPCP Permit Documents	\$			
D.1 – Site and Topographic Survey	\$			
D.2 – Subsurface Utility Engineering				
a. Investigation Levels C & D	\$			
b. Investigation Level B – 3 days @ \$ per day =	\$			
c. Investigation Level A – 5 holes @ \$ per hole =	\$			
D.3 – Geotechnical Investigation & Report	\$			
D.4 – Preliminary Design Submittal	\$			
2.12 – Design Phase Services				
A. – 60% Submittal	\$			
B. – 100% Submittal	\$			
C. – Final Revisions	\$			
2.14 – Bid Phase Services	\$			
2.15 - Construction Phase Services:	·			
A. & B. – Pre-Con & Contract Administration	\$			
C Resident Project Representative (2,520 hours)	\$			
2.16 – Closeout Services	\$			
Total Fee for Services	\$			

- B. <u>Progress Payments:</u> Owner shall pay the Consultant for professional services performed under 1.B and 1.C of this Agreement based on an hourly basis in accordance with the schedule of charges attached hereto, identified as Exhibit 2 based on the not to exceed fees for the individual tasks outlined in Article 3.A of this Agreement. 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.
- **C.** <u>Schedule:</u> 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 1. The schedule shall not, except for reasonable cause, be exceeded by the Consultant.
- **D.** <u>Payments for Extra Services of the Consultant:</u> 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 2.
- E. <u>Abandoned/Suspended Work:</u> 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 their fees for a period of twelve months after receiving notice of suspended work. After this period if work is not commenced, the Consultant's fees may be renegotiated.

4. THE Owner AND Consultant FURTHER AGREE to the following conditions:

- A. <u>Termination</u>: This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. The Consultant shall be paid for services performed to the date of termination, including reimbursements then due. If terminated due to the fault of the Consultant, the Consultant shall be paid for the value of services performed to the date of termination, such value as determined by the Owner.
- **B.** <u>Ownership of Documents:</u> The original completed tracings and master specification sheets shall remain the property of the Consultant. The Owner reserves the right to utilize the design concept and any partially completed design drawings and/or specifications for which the Consultant has been paid. The Owner shall have access to these documents at any time and reserves the right to copy said material. All

documents including drawings and specifications prepared by Consultant pursuant to this Agreement are instruments of its services in respect of the Project. They are not intended or represented to be suitable for reuse by City or others on extension of the Project or on any other project. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk.

- 5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and Consultant respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Consultant shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- 6. SUBCONTRACTORS: All subcontracts 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 subcontractor's qualifications to perform the required work under this Agreement.
- **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. Consultant shall develop contract drawings and specifications to comply with minimum requirements of all applicable Federal, State, and Local regulatory agencies.
 - B. 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:

	E MAYOR AND ALDERMEN OF THE Y OF SAVANNAH, GEORGIA	
By:		
	CITY MANAGER	
		Attest:
	WITNESS	CLERK OF COUNCIL
Con	sultant	
		Ву:
		President
		Attest:
	WITNESS	Vice President and Secretary
		(Seal, if incorporated)

EXHIBITS TO

AGREEMENT BETWEEN OWNER AND CONSULTANT

- Exhibit 1: Project Schedule
- Exhibit 2: Hourly Rate Schedule
- Exhibit 3: Scope of Services (Section II of the Request for Proposals will be included as Exhibit 3 to the Agreement between Owner and Consultant)
- Exhibit 4: Insurance Required of the Designer (Section 2.17 of the Request for Proposals will be included as Exhibit 4 to the Agreement between Owner and Consultant)
- Exhibit 5: Project Vicinity Map

EXHIBIT 1 PROJECT SCHEDULE

Attach a detailed Gantt chart to demonstrate the Proposer's project understanding, project approach, and schedule for completion. Include start and end dates for task completion, submittal dates, intermediate and major project milestones, critical path, etc., for project activities, such as the following:

- A. Project Kick-Off
- B. Field Services:
 - Survey
 - Geotechnical
 - SUE
 - Influent Testing
- C. MBR Equipment Selection
- D. Solids Handling Process Analysis
- E. Prepare & Submit to EPD:
 - Anti-Degradation Review
 - EID
 - DDR
- F. Public Meeting(s) & City Workshops
- G. Prepare Preliminary Design Drawings
- H. Prepare 60% Design Drawings
- I. Prepare 100% Design Drawings
- J. Final Design Revisions
- K. Bidding Services
- L. Construction Services
- M. Closeout Services

EXHIBIT 2 HOURLY RATE SCHEDULE

PROFESSIONAL

Senior Professional Engineer	\$/HR
Project Manager, (PE/RLS)	\$/HR
Professional Geologist	\$/HR
Professional Engineer	\$/HR
Land Surveyor	\$/HR
Biologist	\$/HR
Engineer V	\$/HR
Engineer III/IV	\$/HR
Registered Landscape Architect	\$/HR
Engineer I/II	\$/HR

AUTO-GRAPHICS OPERATORS, TECHNICIANS AND WORD PROCESSING OPERATORS

Engineering/Surveying Technician	\$ /HR
Auto-Graphics Operator	\$ /HR
Word Processor	\$ /HR

FIELD PERSONNEL

3-Man Topographic Survey Crew	\$/HR
2-Man Topographic Survey Crew	\$/HR
2-Man GPS Topographic Survey Crew	\$/HR
1-Man GPS Wetlands Surveyor	\$/HR
Senior Construction Project Representative	\$/HR
Construction Project Representative	\$/HR

EXHIBIT 3 SCOPE OF SERVICES

(Sections 2.10 - 2.16 of the Request for Proposals will be included as Exhibit 3 to the Agreement between Owner and Consultant)

EXHIBIT 4 INSURANCE REQUIRED OF THE DESIGNER

(Section 2.17 of the Request for Proposals, Insurance Required of the Designer, will be included as Exhibit 4 to the Agreement between Owner and Consultant)

EXHIBIT 5 PROJECT VICINITY MAP

