

EVENT NO. 6688

**ENGINEERING DESIGN AND CONSTRUCTION OVERVIEW SERVICES
TRAVIS FIELD WATER RECLAMATION FACILITY FORCE MAIN**

SECTION II

SCOPE OF SERVICES

2.0 BROAD DESCRIPTION OF PROJECT

The City of Savannah is now accepting proposals for selection of a consulting engineering firm to provide the professional engineering design and construction overview services necessary for the design and construction of an effluent force main (24 inch or 30 inch) for Travis Field Water Reclamation Facility. As much as feasible and practicable, the alignment of the new force main will parallel the existing fourteen-inch (14")/sixteen-inch (16") force main and will be constructed within the existing twenty-foot (20') utility easement. Based on the features along the route of the existing force main, the appropriate methods of construction are expected to be direct bury, jack and bore, and horizontal directional drill. Surveying, geotechnical investigation and design, permitting, construction bidding, overview, and project closeout services shall also be required. The approximate location of the existing force main is shown on the attached project vicinity map (Attachment 3).

2.1 SCOPE OF SERVICES

The successful proposer shall provide the following services at a minimum: concept planning, preliminary engineering, project design, bid phase assistance, construction overview, and project closeout. Services also include preparation and/or conduct of: required permit documents and applications; construction plans and specifications; contract administration; and project inspection.

2.2 PROPOSAL FORMAT

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

A. COVER LETTER AND ACKNOWLEDGEMENT OF ADDENDA

Cover letter stating the intent of the Proposer for this event. Cover letter must include acknowledgment of all addenda issued for this proposal. If addenda are not acknowledged in the cover letter, proposals will not be considered further.

B. CONSULTANT STATEMENT OF QUALIFICATIONS

Response to Consultant Statement of Qualifications (Attachment 1), which requests:

1. Contact information for the principal owner or corporate officer that will act as the point of contact during proposal evaluation and award process.
2. General information for the prime A/E firm.
3. A listing of the proposed firms and branch offices that will comprise the project team and their roles in providing the necessary project services.
4. An organizational chart of the proposed project team showing the names and roles of all key personnel and the firm with which they are associated.

Key personnel shall be those individuals that the Proposer believes are critical to the successful execution of the project given their project approach. At a minimum, key team members shall include: Principal in Charge; Project Manager; Lead Civil Engineer; Lead Geotechnical Engineer; Chief Cost Estimator; QC Manager; Lead Surveyor; Lead Construction Inspector.

5. Resumes for key project team personnel (as determined by the Proposer and defined above).
6. Descriptions of four (4) to six (6) related projects performed by the Prime A/E to demonstrate their capability to perform work similar to the proposed project. All projects presented must be completed within the past ten (10) years, currently on-line, and located in the United States. Indicate which design team members (key personnel) participated in these projects and their role.

C. PROJECT APPROACH

Detailed narrative description of consultant's proposed project approach addressing critical project requirements, including, but not limited to:

- Coordination with owner and milestones for progress meetings/workshops
- Cost estimating at various project design stages
- Subsurface utility investigation methods and equipment to be Used

- Maintaining project schedule
- Quality assurance
- Permitting and coordination with multiple review agencies

A good project approach demonstrates that the proposer is familiar with the potential difficulties associated with the design and construction of projects of this type and has a sound plan to address them. A project approach that clearly addresses the above critical project requirements and describes the proposer's methods for dealing with other potential difficulties will score better than one that merely restates the project scope.

D. DETAILED PROJECT SCHEDULE

Provide a schedule (in Gantt Chart format) for completion of project design, permitting, and construction, including start and end dates for task or sub-task completion, submittal dates, major project milestones, City or regulatory review periods, and critical path.

Schedule shall include all tasks and milestones necessary to indicate understanding of project and Proposer's project approach. Exhibit 2 of Attachment 2 is provided only to suggest tasks and milestones, it is anticipated that the proposers schedule will have more detail and insight. The proposed schedule will be strictly followed throughout the project duration, and shall only be modified as agreed between the Owner and Consultant.

A good project schedule demonstrates that the proposer understands the project scope and the temporal requirements for the design and permitting of projects of this type. A project schedule without the detail necessary to demonstrate this understanding may not receive full points.

E. HOURLY RATE SCHEDULE

Provide hourly rates for extra services for each type and class of individual assigned to the project team (e.g. – Engineer IV, CAD Operator II, Senior Inspector, Administrative Assistant, etc.).

Hourly rates shall be submitted for the Consultant and for each sub-consultant. Consultants shall provide the firm's published hourly rate schedule. Hourly rates shall be fully burdened, including overhead and profit, and shall remain fixed during the project. A rate schedule form is provided as an example (Exhibit 3 of Attachment 2).

F. HIRE SAVANNAH, NON-DISCRIMINATION STATEMENT & DBE SCHEDULE

Provide completed Hire Savannah Agreement (Page 01305-1), Non-Discrimination

Statement (Page 01310-3) and Proposed Schedule of Disadvantaged Business Enterprise (DBE) Participation (Page 01310-4). Consultant must use the forms provided following Section III of this RFP.

G. FEE PROPOSAL

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:

A. CRITERIA AND WEIGHTING (POINTS)

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

1) Related Project Experience	20 points
2) Project Team	15 points
3) Project Approach	20 points
4) Proposed Schedule	5 points
5) DBE Participation Goals	10 points
6) Local Vendor Participation / Joint Venture*	5 points
7) Fee	25 points

B. SELECTION COMMITTEE

Proposals shall be evaluated by a Selection Committee.

C. SHORT LIST AND BEST AND FINAL OFFER

A short list may be developed and interviews conducted with those proposers deemed to be most qualified. The City reserves the right to conduct interviews of any or all proposers at the City's discretion. The City also reserves the right to request a Best and Final Offer (BFO) and to re-score evaluations based on the best and final offer. Proposers may be required to provide clarification of their proposal as part of the BFO response.

2.4 COPIES

One (1) unbound, printed and signed original, four (4) 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 shall follow the format outlined in this RFP.

2.5 CONTACTS

Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. All questions regarding this request for proposal should be submitted in writing and emailed to the person listed on the summary event page.

2.6 ACKNOWLEDGMENT OF ADDENDA

Proposers are responsible for determining and acknowledging any addenda issued in connection with this event.

2.7 SATISFACTION OF DBE GOALS; GOOD FAITH EFFORT

The City of Savannah desires that this project have the strongest possible participation of Disadvantaged Business Enterprises (DBEs). DBE firms must have a current certification with the Georgia Department of Transportation (GDOT) or an approved certifying agency. Proposers should embrace this goal and demonstrate meaningful DBE participation in the project as follows:

- A. Prime Contractor Level DBE Participation – Meaningful DBE participation may take the form of a teaming agreement, partnership, mentor-protégé relationship, joint venture, or similar relationship wherein the DBE partner shares in a significant portion of management responsibility and profit-making potential. The proposer shall:
 - a. Provide names of DBE firms that are part of prime contractor bid team.
 - b. Provide a copy of teaming, joint venture or other equivalent agreement(s) between parties on prime contractor bid team setting forth roles and responsibilities and profit-sharing arrangements.
 - c. Describe roles and responsibilities of each company and its employees.
 - d. Provide anticipated percentage of DBE participation for each participant on the team.
 - e. Provide letter of commitment from lead firm, addressed to the City of Savannah, regarding association with each participant on the prime contractor level team.
 - f. Provide letters of commitment from each DBE firm, addressed to the City of Savannah regarding association with lead firm.

- B. Sub-Contractor Level DBE Participation – The proposer shall provide a written plan for how it will ensure that DBE firms have the maximum possible opportunity to participate in prime and second tier sub-contracts that will be available in the completion of this project.
- a. The plan should include the proposer’s best estimate of the percentage of DBE participation (based on subcontract values) it expects to be able to achieve in this project from subcontractors.
 - b. The plan shall include estimated dollar amounts of subcontract values that are used to estimate an overall proposal from the proposer.

Points will be allocated based on each respondent’s proposed DBE goal, with the maximum points of ten (10) being awarded to the respondent who submits the highest proposed DBE goal.

The process by which the City determines whether an Offeror has met the City’s DBE goal is set forth in the guidelines below:

- a. A bid shall be considered non-responsive unless a bidder meets either the DBE goal established for the contract or demonstrates good faith effort to meet the DBE goal.
- b. In order to meet the DBE goal of a solicitation, a bidder entity must submit the following information:
 - i. The names and addresses of each DBE that will participate in the contract;
 - ii. A description of the work that each DBE will perform;
 - iii. The percentage of the contract value that each DBE will receive.
 - iv. Written documentation, in a form acceptable to OBO, of the bidder’s commitment to use each DBE whose participation the bidder submits to meet the contract goal; and
 - v. Written confirmation, in a form acceptable to OBO, from each DBE that it will participate in the contract as indicated by the bidder.
- c. The bidder should submit the above information as follows:
 - i. Under sealed bid procedures, the information should be provided with the

sealed bid response; or

- ii. Under requests for letters of interest or requests for proposals, the information should be provided with the initial letter of interest or proposal.
- d. If the information required by section (b) above is not provided in accordance with section (c) above, the information must be provided to the City of Savannah within three (3) business days after OBO notifies the bidder that it has not provided all the required information with its response. Failure to provide the City of Savannah with this information within such three (3) business days may be cause for the response to the solicitation to be deemed non-responsive.
- e. Determination of Good Faith Effort.
- i. A bidder shall not be denied award of a contract due to failure to meet the assigned contract goal if the bidder timely (within the timeframes provided in paragraphs (c) and (d) above, as applicable) provides documentation demonstrating the bidder's good faith effort to meet the goal, as determined by the Program Coordinator. In making such determination, the Program Coordinator shall consider the quality, quantity, and extent of the various efforts that the bidder has made to meet the goal.
 - ii. The efforts that may be considered by the Program Coordinator include, but are not limited to:
 - 1. Soliciting through activities such as attendance at pre-bid meetings, advertising, or written notices, the interest of certified DBEs (or DBEs eligible for certification) that have the ability and capacity to perform the contract work. The bidder must solicit this interest in a timely manner to allow the DBEs to respond to the solicitation. The bidder must take appropriate steps to follow up initial solicitations of DBEs.
 - 2. Identifying the portions of the contract that could reasonably be performed by a DBE in order to increase the likelihood that the DBE goals will be achieved. This may include, where appropriate and commercially practicable, separating contract work items into segments more appropriate for participation by DBEs.
 - 3. Providing each interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner.

4. Negotiating in good faith with each interested DBE. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and explaining why an agreement could not be reached with an interested DBE to perform the work. The fact that there may be some additional costs involved in subcontracting with DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such additional costs are reasonable, as determined by the Program Coordinator in his or her sole discretion.
- iii. In determining whether a bidder has made a good faith effort, the Program Coordinator may also consider the level of participation proposed by the bidder and the level of participation proposed by other bidders. The closer the bidder's proposed participation is to the goal or to the proposed participation by other bidders, the greater the indication of good faith by the bidder.

2.8 LOCAL VENDOR DEFINITION

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

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

2.9 QUALIFICATIONS

Each proposer shall submit a summary of their qualifications (Attachment 1).

2.10 SCHEDULE

Each proposer shall submit a detailed project schedule as discussed above in Section 2.2.D.

2.11 FEES

Each proposer shall submit fees based on the detailed listing in Section III of the RFP.

2.12 DISCLAIMER

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

2.13 PROJECT INFORMATION

PROJECT BACKGROUND

The City of Savannah is upgrading and expanding the Travis Field WRF. Based on the proposed upgrades, the existing 18,000 linear foot force main is undersized. The force main is also nearing the end of its useful life.

The new force main will use the existing easement as much as possible. The existing easement parallels Pipe Makers Canal, traverses Georgia Ports Authority property, and intersects several railroads/highways. The existing force main will be active and must remain in service during construction.

2.14 DETAILED SCOPE OF SERVICES

2.14.1 PRELIMINARY ENGINEERING

A. SITE SURVEY AND TOPOGRAPHIC SURVEY

1. Verify both horizontal and vertical position of existing equipment, structures, pipes, and appurtenances along the proposed force main route. Locate all above and below ground structures, measuring elevations and dimensions, permanent benchmarks, and ancillary equipment. Provide right-of-way boundaries, easements, property corners, and a copy of the recorded plat for the proposed route. Establish temporary benchmarks for each construction drawing sheet. Obtain topographic data and all other necessary survey data to design the proposed force main.
2. 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.

B. SUBSURFACE UTILITY ENGINEERING

1. 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 force main installation. 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.
2. 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 an 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 patch test digs shall be part of the per hole cost of Quality Level A investigation.
3. Level C & D reviews shall be for the entire project route. Based on the results of these initial reviews, the Consultant shall recommend selected areas to receive Level B & A analysis to Owner for concurrence.
4. The limits of the utility locates shall be:
 - Quality Levels C & D: The horizontal limit shall be 25 feet on-center of the proposed project centerline. There shall be no vertical limit.
 - Quality Levels A & B: The horizontal limit shall be at least 25 feet on-center of the proposed project centerline and the vertical limit shall be at least 10 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.

5. In order to facilitate consistent project bidding a quantity of hours (Level B) and test holes (Level A) has been included on the proposal form, and the proposer will be asked to specify rates for each.

C. PLAT PREPARATION

The Consultant shall prepare up to five (5) 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.

D. LAND ACQUISITION SERVICES

The Consultant shall be responsible for providing comprehensive land acquisition service, including any permanent and temporary easement acquisitions and fee acquisitions required to construct and maintain the project. The nature of the property rights to be acquired and the number of properties involved will depend on the project route, supporting infrastructure locations, and installation techniques. It is the City's preference to use existing easements.

The Consultant shall assume that up to 5 properties will require the acquisition of permanent and/or temporary easements.

The acquisition services provided by the Consultant shall include, but are not specifically limited to:

- Title research
- Preparation of acquisition plats or plans stamped and signed by a Georgia registered land surveyor (as provided in "Plat Preparation", above).
- Staking the required acquisition areas at the onset of acquisition activities
- Title search and preliminary title certificate, documenting each affected property's ownership, issued by an attorney approved by the City
- Obtaining acquisition agreements from each affected property owner. The City's preference is to obtain the required acquisition areas by donation. However, compensation based on the county tax assessor's property valuation may be utilized. The City Attorney will perform the closings.
- Create and maintain a file documenting all contacts and transactions with each

affected property owner.

The Consultant may sub-contract with a qualified firm to provide all or portions of the tasks described above.

E. GEOTECHNICAL INVESTIGATION AND REPORT

The Consultant shall contract a geotechnical investigation company to characterize the existing subsurface conditions along the proposed utility route every 300 feet, and as necessary at bore crossings. The depth of the penetration test shall be based upon soil conditions and likely depth of proposed infrastructure.

Investigation shall include coring of existing pavement and underlying base to determine roadway thickness. A core shall be taken for every 500 linear feet of pavement requiring demolition, with additional cores taken where changes in roadway classification or appearance suggest a change in pavement or base material composition or thickness.

The geotechnical investigation and evaluation is needed to determine the subsurface conditions of the proposed force main route, and to evaluate the conditions for the construction of the proposed project.

The geotechnical engineering evaluation report shall summarize the following information:

- A brief description of the proposed project
- A description of the route conditions
- An explanation of the subsurface exploration procedures and findings
- Bedding/backfill recommendations
- Roadway coring data

F. PRELIMINARY (30%) PLAN SUBMITTAL

1. The Consultant shall prepare and submit preliminary plans (30% complete), which shall include:
 - Preliminary General Plan Sheets (Cover Sheet, General Notes & Legend)
 - Preliminary Site Plans showing the alignment and existing conditions
 - Where the proposed project crosses existing utilities, provide vertical data and/or profile to evaluate potential impacts to alignment
2. Consultant shall also prepare and submit the following items along with the preliminary plan submittal:
 - List of the types of permits considered and required
 - Engineer's Estimate of Probable Construction Cost per project site. Expected range of accuracy for estimate shall be $\pm 30\%$. *Range of accuracy*

requirements for project cost estimates reflects the level of effort made to prepare the estimate and not simply the value of the Engineer's Contingency.

- Draft Specification Table of Contents
3. The Consultant shall submit three (3) paper copies and one (1) electronic copy of the submittals (full-size 24" x 36" plan sheets). After a two (2) week review period, the Consultant shall hold a workshop with City of Savannah Public Works and Water Resources Bureau Staff to present the plans and review the preliminary design.

2.14.2 FINAL DESIGN

After the preliminary plans have been reviewed and approved by the City, the final design phase shall begin for the selected route. The final design phase requires the Consultant to make drawing and specification submittals at the 60% and 100% complete stages of project design.

A. PERMITTING SERVICES

1. 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, Georgia Ports, and railroads for final project alignments.
2. Identification of all permits and preparation of all permit applications to satisfy City, County, State, and Federal requirements for the construction of the project shall also be performed.
3. Project shall be subject to Garden City and Georgia Ports permitting processes to secure a land disturbing activity permit.
4. Permitting shall also include any wetland delineation and approval from regulating agencies for the installation of utilities.
5. The Consultant shall prepare a list of the types of permits considered and indicate the permits required. Concurrence with this list by the City does not relieve the Consultant's responsibility to identify and prepare approvable submittals for all required permits.

B. 60% CONSTRUCTION PLANS SUBMITTAL

1. 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 drawings:
 - Updated General Plan Sheets (Cover Sheet, Vicinity Map, Drawing Index, General Notes & Legend)
 - Updated Site Plans showing existing conditions, project alignment and profile
 - Preliminary Civil Notes and Details
 - Preliminary Erosion and Sedimentation Control Notes & Details

2. Consultant shall also prepare and submit the following items along with the 60% construction plan submittal:
 - Updated (60%) Engineer's Estimate of Probable Construction Cost. Expected range of accuracy for estimate shall be $\pm 20\%$.
 - Draft Construction Schedule
3. The Consultant shall submit three (3) full-size paper copies and one (1) electronic copy of the submittals). After a two (2) week review period, the Consultant shall hold a meeting with City of Savannah Public Works and Water Resources Bureau Staff to review the 60% plan submittal.
4. The Consultant shall also convene meetings with Garden City and Georgia Ports Authority permitting teams to present 60% drawings and discuss project in advance of plan submittal for issuance of land disturbing activity permits.
5. 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.

C. 100% CONSTRUCTION PLANS SUBMITTAL

1. 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 drawings:
 - General Plan Sheets (Cover Sheet, Vicinity Map, Drawing Index, General Notes & Legend)
 - Site Plans showing the existing conditions, final alignments and profiles
 - Civil Notes and Details
 - Erosion and Sedimentation Control Plans, Notes, & Details
2. The Consultant shall also prepare and submit the following items along with the 100% construction plan submittal:
 - Final Specifications, including Standard Contract Documents and Special Inspections
 - Final (100%) Engineers Estimate of Probable Construction Cost. Expected range of accuracy for estimate shall be $\pm 10\%$.
 - Final Construction Schedule
3. The Consultant shall submit three (3) full-size paper copies and one (1) electronic copy of the submittals. After a two (2) week review period, the Consultant shall hold a workshop with City of Savannah Water Resources Bureau Staff to review the 100% plan submittal.
4. 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.

D. FINAL REVISIONS

1. The Consultant shall address any final comments on the drawings and specifications from City staff and/or other review agencies. Consultant shall document and submit to Owner a summary of the final revisions made.
2. The final plans and specifications shall be submitted to the City of Savannah Development Services, [eight (8) full-size paper copies and one (1) electronic copy on CD].

2.14.3 BIDDING SERVICES

After the final design documents have been reviewed and approved by the City, with appropriate agency approvals and easements obtained, bidding services shall be provided in accordance with the Agreement (RFP Attachment 2) 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
3. 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" (one unbound for reproduction) and one (1) electronic set of technical specifications, including Supplemental General Conditions.

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
6. At Owner's request, update all drawings and specifications to clearly indicate any additions, deletions, clarifications, or changes that occurred during the bidding process

2.14.4 CONSTRUCTION PHASE SERVICES

After the Bid Phase has been completed and an acceptable bid has been awarded by the City of Savannah, Construction Phase Services shall be provided in accordance with the Agreement (RFP Attachment 2) 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. Reviewing and responding to Contractor Requests for Information
3. Reviewing Shop Drawings
4. Interpretation and clarification of the Contract Documents
5. Processing and evaluating Change Orders
6. Processing Contractor's Pay Requests
7. 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)
8. Conduct Final Inspection in coordination with City Staff
9. Preparing and distributing minutes of all meetings

C. SURVEY ASSISTANCE

1. Locating, confirming, and re-establishing (if necessary) permanent and temporary benchmarks

2. If requested by Contractor, assist Contractor in locating previously found markers or monuments used to establish easements and right-of-ways (ROWS) for construction and in the construction area
3. Coordinating and scheduling survey assistance with the Contractor, who shall protect permanent and temporary benchmarks, and markers or monuments in the construction area

D. PART TIME RESIDENT INSPECTION

1. Provide resident project inspector for 15 hours / week during project construction for 78 weeks (18 months).
2. Copies of time sheets for all personnel that worked on this project
3. Copies of inspection field logs
4. Brief narratives on the work performed by the personnel invoiced on project
5. Documentation for defective work, stored materials, and materials quantities.
6. Interpretation and clarification of the Contract Documents
7. Shop drawing review, including reviewing Contractor proposed bypass plans
8. Evaluation of substitutes
9. Oversight of inspections and testing
10. Review of applications for payment based on submitted data and schedules
11. Monthly review and recording of Contractor's record drawings
12. Monthly documentation of lost time / wet weather days
13. Compilation and submission for Certificate of Substantial Completion
14. Compilation and submission of Final Inspection Project Punch List

2.14.5 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 in accordance with the Agreement (RFP Attachment 2) to include the following:

A. CLOSE-OUT DOCUMENTS CHECKLIST

1. Record Drawings (as-built drawings)
2. CDs of Record Drawings (as-built drawings) (AutoCAD 2007 format) including all fonts used, plot style CTB file, and any attached xref files necessary to reprint all drawings exactly as the originals
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

Record Drawings (as-built drawings) must be submitted to the City of Savannah Water & 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.

2.15 INSURANCE REQUIRED OF THE DESIGNER

The designer of the proposed project (A/E Prime Consultant) shall meet the following insurance and certificate of insurance requirements:

A. BASIC COMMERCIAL GENERAL LIABILITY

Limits (or higher):

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

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- No exclusions on Products Completed / Operations for either ongoing and / or completed projects / operations.
- Coverage is for no less than Period of Repose for The State of Georgia.
- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
 - Not applicable for Non-Payment of Premium (The City of Savannah shall be notified if the insurance firm is cancelling coverage)

B. COMMERCIAL AUTO

Limits: \$1,000,000 Combined Single Limit (CSL) (*Minimum*)

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
 - Not applicable for Non-Payment of Premium (The City of Savannah must be notified if the insurance firm is cancelling coverage)

C. WORKERS COMPENSATION & EMPLOYERS LIABILITY

(Includes coverage of all employees, volunteers and others under your direction and supervision)

Limits:

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

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
 - Not applicable for Non-Payment of Premium (The City of Savannah must be notified if the insurance firm is cancelling coverage)

D. COMMERCIAL UMBRELLA

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

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and

Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.

- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
 - Not applicable for Non-Payment of Premium (The City of Savannah must be notified if the insurance firm is cancelling coverage)
- This umbrella covers over Commercial General Liability, Commercial Auto and Employers Liability (Part B of Workers Compensation).
- Umbrella is follow form with all provisions of the underlying coverage.

E. PROFESSIONAL LIABILITY

Limits: Per Claim & Aggregate Limit: \$2,000,000

Required Endorsements and Certificate of Insurance:

- This policy provides a Waiver of Subrogation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
- This policy provides a thirty (30) day cancellation endorsement in favor of Mayor and Aldermen of the City of Savannah its agents and / or employees and must be attached to the Certificate of Insurance.
 - Not applicable for Non-Payment of Premium (The City of Savannah must be notified if the insurance firm is cancelling coverage)
- No exclusions for either ongoing and / or completed projects / operations.
- The City of Savannah will accept the purchase of a 36 month Extended Reporting in the of Professional Liability policy cancellation.

F. OTHER ITEMS REQUIRED

- Notice of Cancellation: No less than thirty (30) day notice provided to certificate holder.
 - Not applicable for Non-Payment of Premium (The City of Savannah must be notified if the insurance firm is cancelling coverage)
- All insurance carriers in the policy / COI are required to have an AM Best Rating of A-, IX or better.
- The City of Savannah is not responsible for any of the property used in the project or owned by the designer.
- All deductibles in the coverage are the responsibility of Named Insured on policy.
- To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, Owner's agents, employees, officers, and elected officials from and against claims and damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any and all

services provided by Consultant under this Contract and all addenda, modifications, exhibits, or other material incorporated by reference herein, including without limitation any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, loss of wages, workers' compensation benefits, and automobile and vehicle operations claims, but only for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of the contract.

- Before commencing any work under this contract, Consultant shall deliver to City all such certificates of insurance. The Consultant shall also provide certificates of insurance from all sub-consultants with coverage limits appropriate to their scope of work; however, the Consultant will ultimately be responsible for any gap in coverage or lack thereof.

SECTION III

FEE PROPOSAL

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

Fee proposals shall be submitted on this form in a separate sealed envelope clearly marked Fee Proposal for Engineering Services for Travis Field Water Reclamation Facility Force Main, RFP Event No. 6688 and include the name of the proposer.

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

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT www.savannahga.gov.

ITEM 2.14.1 - Preliminary Engineering		
Item #	Description of Service or Deliverable	Proposed Fee
A	Site Survey and Topographic Survey	
B	Subsurface Utility Engineering (SUE)	
	Quality Level D - Database Review	
	Quality Level C - Visual Reconnaissance	
	Quality Level B – 80 Hrs. @ \$____ per Hrs. =	
	Quality Level A – 20 Holes @ \$____ per Hole =	
C	Plat Preparation - 5 Plats @ \$____ per Plat =	
D	Land Acquisition - 5 Parcels @ \$____ per Parcel =	
E	Geotechnical Investigation Report	
ITEM 2.14.2 - Final Design		
A	Permitting Services	
B	60% Construction Plans Submittal	
C	100% Construction Plans Submittal	
D	Final Revisions	

NON-DISCRIMINATION STATEMENT

The proposer certifies that:

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

Signature

Title

SECTION 01310
DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS

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

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

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

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

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

Suggestions to help meet the goal:

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

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

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

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

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

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

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

The State of Georgia Department of Transportation maintains a website listing of Disadvantaged Business Enterprises located at www.dot.ga.gov/PS/Business/DBE

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

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

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

City of Savannah Office of Business Opportunity maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 652-3582 or visit the website at <http://www.savannahga.gov/374/Savannah-Business-Opportunity-Program>

NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

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

Signature

Title

PROPOSED SCHEDULE OF DBE PARTICIPATION

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

Name of Bidder/Proposer: _____ Bid No. _____

Project Title: _____

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

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

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

Joint Venture Disclosure

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

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

Disadvantaged Business Enterprise

GOOD FAITH EFFORT

Prime Company Name

Bid Date

Project Name

Event Number

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

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

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

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

(Use additional sheets, if necessary)

List of:
Subcontracting Opportunities

List of:
Supplier Opportunities

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

_____ Yes

Date of Listing _____/_____/_____

_____ No

Source _____

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

_____	_____
_____	_____
_____	_____

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

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

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

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

SECTION 01437
DBE PARTICIPATION REPORT

IMPORTANT NOTICES

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

PROJECT NAME & NUMBER: _____ DATE _____ REPORT NO. _____
 PRIME CONTRACTOR/CONSULTANT _____ CONTRACT AMOUNT (\$) _____
 DBE GOAL open **This is the final project report. End Date:** _____

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

Total DBE Paid To Date: \$ _____ %

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

SIGNED _____ TITLE _____ DATE _____

CITY OF SAVANNAH

This report has been reviewed for DBE contract compliance.

INSTRUCTIONS TO CONTRACTOR/CONSULTANT

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

requirements and a delay in monthly progress payment.

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

GENERAL INFORMATION

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

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

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

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

ATTACHMENTS TO REQUEST FOR PROPOSALS

**TRAVIS FIELD WRF FORCE MAIN
ENGINEERING DESIGN AND CONSTRUCTION OVERVIEW SERVICES**

Attachment 1 – Consultant Statement of Qualifications

Attachment 2 - Agreement between Owner and Consultant

Attachment 3 – Project Vicinity Map

**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 # _____ Fax # _____

E-mail Address _____

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 performed: _____

Number of personnel at office performing the work to provide services for the project:

Registered Engineers: _____

Registered Land Surveyors: _____

Design Engineers: _____

Draftsmen (CAD Tech): _____

Clerical Staff: _____

Total number in office: _____

If your firm were selected for the proposed project, would your firm's services be immediately available? If not, indicate length of delay:

Yes: _____ No: _____

Could your firm provide continuous and uninterrupted services until the project is completed? Yes: _____ No: _____

Total value of all projects successfully completed by the office performing the work over the past 5 (five) years: \$ _____

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 ten (10) years of experience in engineering, construction, estimating, or surveying, and be currently working in their field.

- Principal-In-Charge
- Project Manager
- Lead Civil Engineer
- Chief Cost Estimator
- QC Manager
- Lead Surveyor
- Lead 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. Resumes of Key Personnel

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 eight (8) 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. Related Project Experience

Related Project Experience – Select projects that demonstrate the firm's capability to perform work similar to the proposed project (per RFP requirements in Section 2.2.B.6). Projects must be completed and located in the USA. Present four to six (4-6) projects completed by the Prime A/E firm within the past ten (10) years. 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

Please complete the following form for all members of the proposed project team (firms). Should additional pages be required, attach additional copies of this form.

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: _____

Role in this Contract: _____

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: _____

Role in this Contract: _____

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): _____

Relevant Projects:

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 and State): _____

Years Completed: Engineering: _____ Construction (if applicable): _____

Brief Description (Brief scope, size, cost, etc.), **Specific Role**, and Firm Representing:

3) 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:

4) 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:

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

Project Title and Location: _____

Year Completed, Professional Services: _____ Year Completed, Construction: _____

Project Owner: _____

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): _____

Role in Project: _____

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 _____, 2018, 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 **Travis Field WRF Force Main Design and Construction Overview**, hereinafter called the **PROJECT**, Project No. **SW-_____**.

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 Services in Exhibit 1, as modified per Addendums # _____ dated _____, respectively attached hereto and incorporated by reference.

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

(2) Insurance: The Consultant shall secure and maintain insurance as set forth in Exhibit 5, Insurance Required of the Designer.

(3) Design Schedule: The Consultant shall perform all services exercising a reasonable degree of care and skill as is ordinarily employed by other architects and/or professional engineers under the same or similar conditions and circumstances in accordance with the attached design schedule, entitled Exhibit 2. The schedule shall not, unless approved in writing by the Owner, be exceeded by the Consultant. An updated schedule must be provided with each pay request.

B. BASIC SERVICES OF THE CONSULTANT:

(1) Construction Contract Documents Preparation: The Consultant shall prepare all necessary Construction Documents, Specifications and other Contract Documents for

the Project, consistent with that reasonable degree of care and skill as is ordinarily employed by other architects and/or professional engineers under the same or similar conditions and circumstances, and all pertinent Building Codes. Production of Construction Documents shall include, but not be limited to, all necessary Plans, Sections, Details, etc. for work described in this agreement and any deemed necessary by the Owner upon its review. Drawings and details are to completely describe and depict all detailing of the materials and good quality workmanship required to construct a complete project and also include any procedures to be followed for quality construction of the Project. The Consultant shall perform the design work in accordance with the detailed scope of services as included in Exhibit 1 exercising a reasonable degree of care and skill as is ordinarily employed by other architects and/or professional engineers under the same or similar conditions and circumstances. All drawings shall be stamped with a seal and signed by a registered architect and/or professional engineer registered in the State of Georgia.

The Consultant shall deliver three (3) complete printed reproducible sets as well as a pdf for each of the Design Phases and all of the corresponding submittal files on a compact disk or thumb drive per requirements outlined in paragraph 2.E Standards. This includes both drawings and specifications. PDFs provided during design and construction phases shall be searchable (i.e. - not image-only or scans). In addition to the above requirements, specifications shall be provided in Microsoft Word format and cost estimates shall be provided in Microsoft Excel format.

- (2) Plats:** The Consultant shall prepare all plats for the Project. The Consultant shall prepare recordable plats covering properties in which public easements or rights-of-way must be acquired by the Owner for the Project. Plats shall contain PIN's and the names of property owners based on current County property tax records. Legal research, if required, shall be the responsibility of the Consultant. All plats shall be stamped with a seal and signed by a Land Surveyor registered in the State of Georgia.
- (3) Permits/Applications:** The Consultant shall identify and prepare, in coordination with the Owner, all permits/applications to satisfy City, County, State, Federal, and railroad requirements for the construction of the Project. These documents, with supporting attachments, shall be prepared by the Consultant in accordance with the requirements outlined in this Agreement.
- (4) Bid Phase Services:**
- a) Distribution of Documents: 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) Pre-bid Conference: The Consultant shall attend a pre-bid conference at such time and place as designated by the Owner. The Consultant shall record the proceedings to prepare meeting minutes and to address all questions and

necessary clarifications as discussed during the Pre-bid Conference or subsequently submitted in writing. The first addenda (with meeting minutes) shall be provided to the Owner for issuance no more than two (2) business days after the Pre-bid Conference. Additional addenda shall be prepared as directed by the Owner based on the nature and pace of the questions submitted in writing. A final addendum shall be prepared two (2) business days after the query cut-off. All addenda shall be furnished to the Owner in electronic format for distribution to all known bidders.

- c) **Bid Opening:** The Consultant may be present at the bid opening and shall obtain and review 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.

- d) **Contract Execution:**

The Consultant shall provide to the Owner seven (7) complete sets of conformed full-size drawings and two (2) sets of half-size drawings, boldly marked “APPROVED FOR CONSTRUCTION” and electronic media files per paragraph 2.E, for processing to the contractor for execution, at no additional cost.

- (5) Construction Services Phase:** During the construction services phase of the Project, the Consultant shall be responsible for:

- a) **General Administration of Construction Contract:** The Consultant shall advise Owner and act as Owner's representative for total services including civil, architectural, structural, electrical, mechanical, hydraulic, water, sewer, landscape, and other miscellaneous disciplines, as required. Consultant shall not have authority to issue alterations to the plans and documents without approval from Owner.

- b) **Visits to Site and Observation of Construction:** In connection with observations of the work of Contractor(s) while it is in progress:

- (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.

- (2) This Agreement for the Project will require a Resident Project Representative (RPR), as specified. 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. Each visit to the site shall be documented in a written report on the Owner's "Daily Inspection Report" form and forwarded to the Owner within 24 hours. Site visits shall be made by the Consultant or their qualified, Owner-approved representative, as often as required to keep the Consultant and Owner fully informed of the work and at a minimum of three times a week. The responsibilities will include (but not be limited to the following):

- i) Defective Work and Stored Materials: During such visits and on the basis of such observations, the Consultant shall recommend to the Owner rejection of the work and/or material stored on site which Consultant believes will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- ii) Applications for Payment: Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative, on review of applications for payment and the accompanying data and schedules the Consultant shall determine the amounts owed to Contractor(s) and recommend in writing payments to Contractor(s) for the approved quantities and work performed. Such recommendations of payment will constitute a representation to 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.
- iii) Record Drawings: The Consultant shall gather information for the preparation of record drawings based on Consultant's site observations as well as information provided by the Contractor 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.

- iv) 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').
- c) Interpretations and Clarifications: Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and minor clarification of change orders as required.
- d) Review of Construction Contractor Submittals and Shop Drawings: The Consultant shall review all submittals which are required by the Project, including but not limited to special inspections, shop drawings, samples, catalog cuts, tests and certifications. The Consultant shall review and approve or take other appropriate action with the submittals which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. The Consultant shall maintain a log of receipt of the submittals, action recommended, and date returned to the Owner. All submittals shall be returned within fourteen (14) calendar days unless schedule demands sooner. The Consultant shall immediately notify the Owner of any special inspections, shop drawings, samples, catalog cuts, tests and certifications not submitted in accordance with the project documents and construction schedule.
- e) Substitutes: Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
- f) Inspections and Tests: 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 (including special 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).

- g) Disputes between Owner and Contractor: 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.
- h) Contractor(s) Completion Documents: 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.
- i) Inspections: 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.
- j) Meetings: The Consultant and its representatives shall attend all technical, community, and progress meetings as pertains to the Project at such time and place as designated by the Owner. These meetings are in addition to the Site Visits in (a, b) above. These meetings shall occur weekly, on site or as required by the Owner. The Consultant shall develop and distribute meeting minutes for all meetings.
- k) Consultant Transmittals: The Consultant shall provide copies to the Owner of all documentation pertaining to the construction of the project.
- l) Pre-construction Conference: The Consultant shall attend a Pre-construction Conference at such time and place designated by the Owner, and shall be prepared to answer all technical questions related to the Project. The Consultant shall also prepare and distribute the minutes of the meeting.
- m) Preparation of Documents for RFPs & Change Orders: The Consultant shall

prepare sketches, technical descriptions, drawing revisions, or other documents needed to define the work for proposed changes. These documents shall be the basis for change orders prepared by the Owner.

(6) Closeout Services: The **Consultant** shall perform the closeout services phase in accordance with Exhibit 1, including but not limited to:

- a) **Record Drawings:** 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.

C. EXTRA SERVICES OF CONSULTANT:

(1) Normal and Customary Services: 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) Requests for Additional Services: 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 Documents:** Preparation of applications and supporting documents for governmental financial support of the Project above and beyond those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals in addition to those required under Basic Services.
- (b) **Changes in Scope of Work:** Services resulting from significant changes in the general scope, extent, or character of the Project or major changes in documentation previously accepted by Owner where changes are due to causes beyond Consultant's control. (If any change is required because of an error or omission in the contract documents, the Consultant shall prepare the documents at no additional cost to the Owner).
- (c) **Revisions to Drawings and/or Specifications:** Major revisions to final drawings and/or specifications previously approved, and preparation of Contract Documents for alternate proposals not previously identified. However, there shall be no compensation for this work if caused by a design error or omission.
- (d) **Rendering or Models:** Providing renderings or models except where required as

part of Basic Services.

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

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

A. ACCESS TO THE WORK:

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

B. CONSIDERATION OF THE CONSULTANT'S WORK:

The Owner shall give thorough consideration to all reports, sketches, estimates, 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. The Consultant shall be responsible for the accuracy, completeness, conformance to all required, City, State and Federal codes, regulations, and other legal limitations and restrictions of the design. The Consultant shall redesign to remedy any deficiencies found in the design at no additional cost to the Owner, and shall be liable for added construction costs that result from the deficiencies if those costs result directly from the deficiency.

C. LEGAL REQUIREMENTS:

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

D. BIDS:

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

E. STANDARDS:

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 by exercising a reasonable degree of care and skill as is ordinarily employed by other

architects and/or professional engineers under the same or similar conditions and circumstances.

The City of Savannah drafting and CAD Standards and a Design Review Checklist shall be provided. The Consultant shall follow these documents in the preparation of Contract Documents for the Project. The final edited specifications shall be submitted by the Consultant to the Owner in hard copy, Microsoft Word, and a searchable PDF. Construction Documents and Record Drawings shall be submitted as a reproducible complete set and a Compact Disk of the electronic media, in AutoCAD 2000 version or later drawing file format (DWG), including all fonts used, a plot style CTB file, and any attached xref files necessary to reprint all Architectural, Civil, Structural, Mechanical, Electrical and Plumbing drawings exactly as the originals. A complete set of the Record drawings shall also be submitted in PDF format. The Owner will also release such files to contractors/vendors as needed to assist in submittal/layout preparation.

F. OWNER'S REPRESENTATIVE:

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

G. EXISTING DOCUMENTATION:

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

H. PROTECTION OF MARKERS:

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.

3. THE OWNER’S PAYMENT TO THE CONSULTANT:

A. PAYMENTS FOR BASIC SERVICES OF THE CONSULTANT:

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

**Travis Field WRF Force Main
Engineering Design and Construction Overview Services**

ITEM 2.14.1 - Preliminary Engineering		
Item #	Description of Service or Deliverable	Proposed Fee
A	Site Survey and Topographic Survey	
B	Subsurface Utility Engineering (SUE)	
	Quality Level D - Database Review	
	Quality Level C - Visual Reconnaissance	
	Quality Level B – 80 Hrs. @ \$____ per Hrs. =	
	Quality Level A – 20 Holes @ \$____ per Hole =	
C	Plat Preparation - 5 Plats @ \$____ per Plat =	
D	Land Acquisition - 5 Parcels @ \$____ per Parcel =	
E	Geotechnical Investigation Report	
ITEM 2.14.2 - Final Design		
A	Permitting Services	
B	60% Construction Plans Submittal	
C	100% Construction Plans Submittal	
D	Final Revisions	
ITEM 2.14.3 - Bidding Services		
A	Preparations of Plans & Specs for Bidding	
B	Project Bidding Assistance	
ITEM 2.14.4 - Construction Phase Services		
A	Pre-Construction Conference	
B	Contract Administration	
C	Survey Assistance	
D	Part-Time Inspection – 15 Hrs./wk @ 78 wks =	
ITEM 2.14.5 - Close-out Services		
TOTAL FEE PROPOSAL		\$

B. PROGRESS PAYMENTS FOR BASIC SERVICES:

The Owner shall pay the Consultant for Basic Services performed under 1.B of the Agreement on a task completion basis for the tasks stated in Section 3.A above, as verified by delivery of acceptable documents to the Owner. The Owner shall make payment within thirty (30) calendar days upon receipt of a complete and accurate invoice. All payment requests shall be accompanied by the City's Payment Request Form, the breakdown of 3.A above, and a revised DBE report (Section 01437).

AT THE OWNER'S DISCRETION, the Consultant may submit a further breakdown of the tasks provided in 3.A above, including a PROPOSED description of the documents to be provided to verify their completion, at the project kickoff meeting for review and concurrence by the Owner. The purpose of this breakdown is to define smaller distinct tasks and acceptable documentation for their completion so that the Consultant MAY, WITH OWNER'S EXPRESS APPROVAL, apply for and receive payment in a more timely fashion on a task completed basis. If the Owner and Consultant are unable to agree to an acceptable further breakdown, then payment will be based on the completion of the tasks AS STATED in SECTION 3.A.

C. SCHEDULE:

Based on the schedule as discussed with the Owner, the Consultant shall perform all services exercising a reasonable degree of care and skill as is ordinarily employed by other architects and/or professional engineers under the same or similar conditions and circumstances in accordance with the attached schedule, entitled Exhibit 2. The schedule shall not, except for reasonable cause, be exceeded by the Consultant.

D. PAYMENTS FOR EXTRA SERVICES OF THE CONSULTANT:

For extra services defined in Article 1.C, the Owner shall pay the Consultant on an hourly basis in accordance with the Hourly Rate Schedule for Extra Services attached hereto as Exhibit 3 and as further provided in an Amendment agreement to and executed by the parties.

E. ABANDONED/SUSPENDED WORK:

If any work performed by the Consultant is abandoned or suspended in whole or in part by the Owner, other than for default by the Consultant, the Consultant shall be paid for services performed prior to receipt of a written notice from the Owner of such abandonment or suspension in an amount equal to work performed as a proportion of the not to exceed 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. TERMINATION:

This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. The Consultant shall be paid for services performed to the date of termination, including reimbursements then due. If terminated due to the fault of the Consultant, the Consultant shall be paid for the value of services performed to the date of termination, such value as determined by the Owner.

B. OWNERSHIP OF DOCUMENTS:

The original completed design, including electronic media files, tracings and master specification sheets shall be the property of the Owner. Consultant shall maintain copyright on standard details and other common design elements that were developed prior to this project. The Owner reserves the right to utilize the design concept and any partially completed or completed design drawings and/or specifications for which the Consultant has been paid. Any use of the Project Documents by Owner in connection with a future, unrelated project in which the Consultant is not involved shall be at the Owner's sole risk and without liability to the Consultant.

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 its 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. A separate Hourly Rate Schedule (Exhibit 3) shall be provided for each sub consultant.

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

A. Consultant shall develop contract drawings and specifications to comply with minimum requirements of all applicable Federal, State, and Local regulatory agencies and industry standards, and in conformance with accepted professional practice.

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:

**THE MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH, GEORGIA**

By: _____
CITY MANAGER

_____ Attest: _____
WITNESS CLERK OF COUNCIL

Consultant

_____ By: _____
President

_____ Attest: _____
WITNESS Vice President and Secretary

(Seal, if incorporated)

CONFIRMATION OF ADDENDA RECEIVED:

Addendum #1, Date

Addendum #2, Date

EXHIBITS TO
AGREEMENT BETWEEN OWNER AND CONSULTANT

- Exhibit 1: Scope of Services (Section 2.14 of the Request for Proposals will be included as Exhibit 1 to the Agreement between Owner and Consultant)
- Exhibit 2: Project Schedule (Proposer's project schedule as required in Section 2.2.D of the Request for Proposals will be included as Exhibit 2 to the Agreement between Owner and Consultant)
- Exhibit 3: Hourly Rates for extra services (Proposer's hourly rates as required in Section 2.2.E of the Request for Proposals will be included as Exhibit 3 to the Agreement between Owner and the Consultant)
- Exhibit 4: Schedule of DBE Participation (Proposer's Schedule of DBE Participation as required in Section 2.2.F of the Request for Proposals will be included as Exhibit 4 to the Agreement between Owner and the Consultant)
- Exhibit 5: Insurance Required of the Designer (Section 2.15 of the Request for Proposals will be included as Exhibit 5 to the Agreement between Owner and Consultant)
- Exhibit 6: Addenda (as issued during the proposal solicitation process)

EXHIBIT 1
SCOPE OF SERVICES

(Section 2.14 of the Request for Proposals will be included as Exhibit 1 to the Agreement between Owner and Consultant)

EXHIBIT 2 PROJECT SCHEDULE

Attach a detailed project schedule (Gant Chart) for completion of the project, including start and end dates for task or sub-task completion, submittal dates, major project milestones, review periods, and critical path. The project schedule must be sufficiently detailed to demonstrate the Proposer's project understanding, project approach, and schedule for completion.

The following is provided only to suggest a few tasks and milestones. As the schedule shall include all tasks and milestones necessary to indicate project approach, it is anticipated that the Proposer's schedule will have significantly more detail.

- Project Kickoff
- Preliminary Engineering
 - Site Survey
 - Subsurface Utility Investigation
 - Geotechnical Investigation
 - 30% Submittal (progress meetings & workshop)
- Final Design
 - Permit Submittals
 - 60% Plan Submittal (workshop & Site Plan Review Meeting)
 - 100% Plan Submittal (workshop)
 - Final Revisions
- Project Bidding
 - Assistance with preparation of Bid Documents
 - Project Bidding Period
- Project Construction
 - Pre-Construction Conference
 - Construction
- Project Closeout

**EXHIBIT 3
HOURLY RATES
FOR EXTRA SERVICES**

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 4
SCHEDULE OF DBE PARTICIPATION

(Section 01310-4 of the Request for Proposals will be included as Exhibit 4 to the Agreement between Owner and Consultant)

EXHIBIT 5
INSURANCE REQUIRED OF THE DESIGNER

(Section 2.15 of the Request for Proposals, Insurance Required of the Designer, will be included as Exhibit 5 to the Agreement between Owner and Consultant)

EXHIBIT 6
PROJECT ADDENDA

**ATTACHMENT 3
PROJECT VICINITY MAP**

