



EVENT NO. 5085

MISCELLANEOUS WATERLINES AND STREET PAVING

SECTION II SCOPE OF WORK

2.0 BROAD DESCRIPTION OF THE PROJECT

The purpose of this event is to receive proposals from qualified contractors for services for engineering, design, and construction overview services for miscellaneous waterlines. Electronic submissions will not be accepted for this proposal.

The proposed project includes the following:

- Milling and resurfacing Long Avenue, Iowa Street, Auburn Street, Gable Street, Mosley Street, Hanson Street, and Minnesota Avenue between Hanson and Gwinnett Streets.
- Abandoning in place approximately 8,000 linear feet of existing two inch (2") galvanized water lines in the right of way of Iowa, Auburn, Gable, Mosley, and Hanson Streets and replacing them with six inch (6") PVC waterlines while maintaining water service.
- Installing approximately 1,475 linear feet of six inch (6") PVC waterline in the right of way of Long Avenue while maintaining water service.

The new six inch (6") water mains shall tie to the existing six inch (6") water mains on Treat and Minnesota Avenues. The waterlines shall be installed using open-cut methods. A site map of the proposed construction area is attached as Exhibit 4.

The project shall be designed so that the construction work can be completed in two (2) phases. Both phases shall be fully designed and two (2) set plans (Phase I and Phase II) approved for bidding shall be provided. Only Phase I will go through bidding, construction, and close-out as part of this project.

2.1 DETAILED SCOPE OF SERVICES

2.1.1 PRELIMINARY ENGINEERING

Preliminary engineering services shall be provided for both Phase I and Phase II of the project.

A. SITE SURVEY AND TOPOGRAPHIC SURVEY

1. Verify both horizontal and vertical position of existing equipment, structures, pipes, and appurtenances along the proposed waterline 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 pavement and water mains.
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 waterline 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 the following:
 - 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 and 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 and A analysis to the City for concurrence.
4. The limits of the utility locates shall be:
 - Quality Levels C and D: The horizontal limit shall be five feet (5') outside of the public right-of-way (each side). There shall be no vertical limit.
 - Quality Levels A and B: The horizontal limit shall be at least fifteen feet (15') on-center of the proposed waterline. The vertical limit shall be at least ten feet (10') 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 City.
5. In order to facilitate consistent project bidding a quantity of day and test holes has been included on the proposal form, and the proposer will be asked to specify rates for each. These estimates were made conservatively by City staff and it is anticipated that qualified SUE firms will be able to properly characterize the route in less time and with less test holes.

C. PLAT PREPARATION

The consultant shall prepare up to three (3) recordable plats covering properties in which public easements or rights-of-way must be acquired by the City for the project. Plats shall be prepared in duplicate as follows: One (1) set of plats shall contain PIN numbers and the names of property owners based on current County property tax records, and one (1) 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 City of preliminary plans. All plats shall be stamped with a seal and signed by a land surveyor registered in the State of Georgia.

D. 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 waterline 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

E. 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, and legend)
 - Preliminary site plans showing the alignments and existing conditions
2. The consultant shall also prepare and submit the following items along with the preliminary plan submittal:
 - List of the types of permits considered and required
 - Evaluation of the phasing concept shown on Exhibit 4 based on, but not limited to, traffic impacts, construction cost, water distribution system function, and fire protection
 - Engineer's estimate of probable construction cost per project site, (expected range of accuracy for estimate shall be $\pm 30\%$)
 - 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 inch by 36 inch 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.

2.1.2 FINAL DESIGN

After the preliminary plans have been reviewed and approved by the City, the final design phase shall begin. The final design phase requires the consultant to make drawing and specification submittals at the 60% and 100% complete stages of project design. Final design services shall be completed for both Phase I and Phase II of the project.

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, and railroads for final project alignments.

2. Identification of all permits and preparation of all the 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 City of Savannah site plan review (SPR) process 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. The 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, and legend)
 - Updated site plans showing existing conditions, project alignment, and profile
 - Preliminary civil notes and details
2. The 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 $\pm 15\%$)
 - 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 hold a meeting with the City site plan review (SPR) team to present 60% drawings and discuss project in advance of plan submittal for issuance of land disturbing activity permits.
5. The above items shall be completed for both Phase I and Phase II of the project.

C. 100% CONSTRUCTION PLANS SUBMITTAL

1. The 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, and legend)
 - Site plans showing the existing conditions, final alignments, and profiles
 - Civil notes and details
 - Erosion and sedimentation control plans, notes, and 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%) engineer's 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 submittals.
4. The above items shall be completed for both Phase I and Phase II of the project.

D. FINAL REVISIONS

1. The consultant shall address any final comments on the drawings and specifications from City staff and/or other review agencies. The consultant shall document and submit to the City a summary of the final revisions made.
2. The final plans and specifications shall be submitted to the City of Savannah Development Services Department, [eight (8) full-size paper copies and one (1) electronic copy on CD].
3. The above items shall be completed for both Phase I and Phase II of the project.

2.1.3 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 for the project in accordance with the agreement (RFP Exhibit 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 for both Phase I and Phase II of the project. The requirements include:

1. Completion of the City's request for contract form which 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

Project bidding assistance shall be provided for Phase I of the project.

1. Responding to comments/questions from involved parties via compilation and submission of addenda.
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 the contractor.
6. At the City's request, update all drawings and specifications to clearly indicate any additions, deletions, clarifications, or changes that occurred during the bidding process.

2.1.4 CONSTRUCTION PHASE SERVICES

After the bid has been completed and an acceptable bid has been awarded by the City of Savannah, construction phase services shall be provided for Phase I of the project in accordance with the agreement (RFP Exhibit 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 the contractor, assist the 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 ten (10) hours per week during construction for 30 weeks.
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 the contractor's record drawings.
12. 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.

2.1.5 CLOSE-OUT SERVICES

After construction has been completed and final payment to the contractor has been paid by the City of Savannah, close-out services shall be provided for Phase I of the project in accordance with the agreement (RFP Exhibit 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 and Sewer Planning and Engineering Department for review and approval. The size of the sheets shall be 24 inches by 36 inches. 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 the contractor and equipment suppliers, and shall be stamped / certified by a land surveyor registered in Georgia and/or a professional engineer registered in Georgia.

2.2 PROPOSAL FORMAT

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

2.2.1 CONSULTANT STATEMENT OF QUALIFICATIONS

Response to Consultant Statement of Qualifications (Attachment 1):

- A/E firm information and Georgia licenses
- Project team
- Organizational chart
- Resumes
- Related project experience

2.2.2 PROJECT APPROACH

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

- Coordination with the City and milestones for progress meetings/workshops
- Cost estimating at various project design stages
- Evaluation of project phasing concept
- Maintaining project schedule

- Quality assurance

2.2.3 DETAILED PROJECT SCHEDULE

Project schedule (Gantt 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.

Schedule shall include all tasks and milestones necessary to indicate project approach. Exhibit 1 of Attachment 2 is provided only to suggest tasks and milestones, it is anticipated that the proposer's schedule will have more detail. The proposed schedule will be strictly followed throughout the project duration, and shall only be modified as agreed between the City and the consultant.

2.2.4 HOURLY RATE SCHEDULE

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

Submit rate schedule on the form provided as Exhibit 2 of Attachment 2. As Exhibit 2 may not capture all necessary staff type and/or class, the consultant shall include the firm's published rate schedule.

Hourly rates shall be fully burdened, including overhead and profit.

2.2.5 NON-DISCRIMINATION AND M/WBE SCHEDULE

Provide completed Non-Discrimination Statement and Proposed Schedule of Minority and Women owned Business Participation. The consultant must use the forms provided following Section III of this RFP.

2.2.6 FEE PROPOSAL

Proposer shall submit fees per instructions in Section III and signed by responsible party.

2.3 BASIS OF AWARD

2.3.1 CRITERIA AND WEIGHTING (POINTS)

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

- | | |
|---|-------------|
| A. Experience with the design of similar projects. | (20 points) |
| B. Project approach | (15 points) |
| C. Project team | (20 points) |
| D. Proposed schedule | (5 points) |
| E. Fee proposal | (25 points) |
| F. M/WBE Participation Goals | (10 points) |
| G. Local Vendor:
(Within the City Limits of Savannah and | |

has a City of Savannah Business License)

(5 Points)

2.3.2 SELECTION COMMITTEE

Proposals shall be evaluated by a selection committee.

2.3.3 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 and four (4) identical, printed copies and one (1) electronic copy (on a flash drive) of the 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 shall 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 MINORITY / WOMAN BUSINESS ENTERPRISE GOALS

The City of Savannah has established a **6% M/WBE** goal for this project. The breakdown is as follows: **4% MBE, 2% WBE.**

2.8 LOCAL VENDOR DEFINITION

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

- A. The bidder or business must operate and maintain a regular place of business with a physical address within the corporate limits of the City, and
- B. The bidder or business must at the time of bid or quotation submission, have a current city business tax certificate issued by the City, and

- C. The business owner must serve a commercially useful function, meaning performance of real and actual service in the discharge of any contractual endeavor. The contractor/vendor must perform a distinct element of work for which the business owner has the skills, qualifications and expertise, as well as the responsibility for the actual performance, management and supervision of the work for which he/she has been contracted to perform.

2.9 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 2.2.3.

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 City neither certifies nor claims that the information shown represents the existing site conditions. The information shown shall not be used without field verification. In no event shall the owner be liable for any direct, special, or consequential damages from the use of the drawings.

**SECTION III
FEE PROPOSAL**

I have read and understand the requirements of this request for proposal RFP Event No. 5085 and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The total fee for providing the required services is:

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.

ITEM 2.1.1 - Preliminary Engineering

- A. Site Survey and Topographic Survey \$ _____
- B. Subsurface Utility Engineering (SUE) Services
 - Quality Level D – Database Review \$ _____
 - Quality Level C – Visual Survey \$ _____
 - Quality Level B – Geophysical Exam
 - 2 Days @ \$ _____ per Day = \$ _____
 - Quality Level A – 5 Holes @ \$ _____ per Hole = \$ _____
- C. Plat Preparation- 3 Plats @ \$ _____ per Plat = \$ _____
- D. Geotechnical Investigation Report \$ _____
- E. Preliminary (30%) Plan Submittal \$ _____

ITEM 2.1.2 - Final Design

- A. Permitting Services \$ _____
- B. 60% Construction Plans Submittal \$ _____
- C. 100% Construction Plans Submittal \$ _____
- D. Final Revisions \$ _____

ITEM 2.1.3 - Bidding Services

- A. Preparations of Plans & Specs for Bidding \$ _____
- B. Project Bidding Assistance \$ _____

ITEM 2.1.4 - Construction Phase Services

A. Pre-Construction Conference \$ _____

B. Contract Administration \$ _____

C. Survey Assistance \$ _____

D. Part-Time Inspection – 10 Hrs./wk @ 30 wks \$ _____

ITEM 2.1.5 - Close-out Services \$ _____

TOTAL FEE PROPOSAL \$ _____

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP _____

TELEPHONE: (_____) _____ - _____ FAX: (_____) _____ - _____
Area Code Area Code

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS PROPOSAL:

ADDENDUM #(S) _____

DATE: _____

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

CHECK ONE:

_____ **NON-MINORITY OWNED**

_____ **AFRICAN AMERICAN**

_____ **HISPANIC**

_____ **WOMAN (non-minority)**

_____ **ASIAN AMERICAN**

_____ **AMERICAN INDIAN**

_____ **OTHER MINORITY Describe** _____

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

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

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

Name of Proposer: _____ Event No. _____

Project Title: _____

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

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

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

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

Joint Venture Disclosure

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

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____

Date: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

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

Developing a Strong M/WBE Participation Plan

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

1. All bidders/proposers must submit a "Proposed Schedule of M/WBE Participation" which identifies the minority and/or woman-owned companies that have agreed to participate in the project if awarded. All companies listed on the form must be certified as either **minority**-owned and controlled or **woman**-owned and controlled. The City does not accept a company's "self-identification" as minority or woman-owned.
2. **Proof** of M/WBE certification from the certifying agency is required to accompany the bid; and certification must have been completed by the City of Savannah, a federally-recognized or a state-level certifying agency (USDOT, State DOT, SBA 8(a) or GMSDC) utilizing certification standards comparable to the City of Savannah.
3. The certification must have been approved **prior** to the due date of this bid. A firm that has submitted an application for certification but has **not** been certified will not be counted toward the M/WBE goal.
4. The M/WBE Office **will be contacting all M/WBE firms** included in the bidder's M/WBE Plan to confirm each: a) was contacted by the bidder/proposer; b) performs the type of work listed; and c) agreed to participate.
5. To expedite the verification process, bidders/proposers need to: provide accurate phone numbers for all M/WBEs listed; ensure M/WBEs know to expect to be contacted by phone and email; request M/WBEs be accessible during the critical period before bid-opening; and advise M/WBEs that City staff **must** receive the M/WBE's confirmation that the firm agreed to participate in the bid/proposal in order for the prime contractor to receive credit toward their proposed M/WBE participation goals.
6. If a proposed M/WBE cannot be confirmed as certified, performing the type of work described or agreeing to participate, the bidder/proposer will be notified and given a pre-determined period to submit a correction. If an M/WBE still cannot be confirmed or replaced, the proposed percentage of participation associated with the unverified M/WBE firm will **not be counted** and **will be deducted** from the overall proposed M/WBE goal.
7. Any tier of M/WBE subcontractors or suppliers that will be utilized in the contract work may count toward the MBE and WBE goal **as long as the tier subcontractors/suppliers are certified M/WBEs**. Work that an M/WBE subcontracts to a non-M/WBE firm does **not** count toward the M/WBE goal.
8. M/WBEs must perform a "**commercially useful function**" which is the provision of **real and actual work or products**, or performing a distinct element of work for which the business has the skills, qualifications and expertise, and the responsibility for the actual management and supervision of the work contracted.
9. Per the *Proposed Schedule of M/WBE Participation* "the undersigned (bidder/proposer) will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah." **This signed commitment is taken seriously by the City**, so do not list M/WBEs you do not plan to utilize. Any proposed changes must be pre-approved by the M/WBE Office, be based on legitimate business-related reasons, and still meet the M/WBE participation goals per the City's contract.
10. A bidder who is a certified M/WBE may count toward the goal the portion of work or services on a City contract that is actually performed by the M/WBE, including: the cost of supplies/materials purchased or equipment leased for contract work, fees for bona fide services such as professional or technical services, or for providing bonds or insurance specifically required for the performance of a City contract.
11. If awarded the contract, the M/WBE Office **will be reviewing your company's subcontracts, invoices and payment records** to substantiate the completion of work and payment of M/WBEs. If the prime contractor is an M/WBE that is being included in its M/WBE goal, the prime contractor must maintain records **that will be inspected** to prove the portion of work performed, cost of work, and payments to the prime company.

**ATTACHMENTS TO
REQUEST FOR PROPOSALS FOR**

Miscellaneous Water Line Improvements (EVENT NO. xxxx)

Attachment 1 - Consultant Statement of Qualifications

Attachment 2 - Agreement between Owner and Consultant

**ATTACHMENT 1
CONSULTANT STATEMENT OF QUALIFICATIONS**

Contact Information

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

Name of Firm: _____

Physical Address: _____

Name of Contact: _____

Title: _____

Phone # _____ 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 the office performing the work to provide services for the project:

Registered Engineers:	_____
Registered Land Surveyors:	_____
Design Engineers:	_____
Draftsmen (CAD Tech):	_____
Construction Inspectors:	_____
Clerical Staff:	_____
Total number in organization:	_____

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 (engineering & construction administration fees) successfully completed by the office performing the work over the past 5 years: \$ _____

Total value of all projects currently under contract at the office performing the work, (engineering & construction administration fees): \$ _____

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

Errors and omissions insurance deductible: \$ _____

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

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

If yes, include the litigation information requested above for the firm under any previous name(s) in addition to the current name.

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

B. Proposed Project Team

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

C. Organizational Chart

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

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 three (3) 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*

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 at least four (4) hours per week and an estimate of the time the team member will be available during the active design phase of this project.

Up to four (4) relevant, projects in which the individual had a significant role that demonstrates the person's capability relevant to his or her role in the proposed project. If any of the professional services or construction projects are not complete, indicate so in the project description response.

E. Related Project Experience

Related Project Experience – Select projects that demonstrate the firm's capability to perform work similar to the proposed project, using the form provided as **Attachment E**. Projects must be located in coastal areas of the Southeastern United States (Savannah Georgia projects are a

plus) and the study, design, or permitting efforts must have been implemented. Present a minimum of five (5) and a maximum of eight (8) projects. *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 Project Description (scope, size, cost, etc.), **Specific Role of Team Member (e.g. – Project Manager, Cost Estimator, QA/QC Manager, etc.)**, and Firm Representing (if not current Firm):

2) Project Name and Location (City and State): _____

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

Brief Project Description, Specific Role of Team Member, and Firm Representing:

3) Project Name and Location (City and State): _____

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

Brief Project Description, Specific Role of Team Member, and Firm Representing:

4) Project Name and Location (City and State): _____

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

Brief Project Description, Specific Role of Team Member, 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 _____, 2017, by and between the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, hereinafter called the **Owner**, and _____, hereinafter called the **Consultant**.

WITNESSETH, that whereas the **Owner** intends to conduct the Miscellaneous Water Line Improvements, hereinafter called the **PROJECT**, Project No. **WT-XXX-XX**.

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 3.

A. GENERAL: The **Consultant** shall serve as the **Owner's** professional representative in the planning and preliminary design 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 charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by him, and he shall hold harmless the **Owner** from loss or damage resulting there from, providing, however, that the **Owner** within fourteen (14) days after receipt of any notice of infringement or of summons in any action therefore, shall have forwarded the same to the **Consultant** in writing.

(2) Insurance: The **Consultant** shall secure and maintain general liability insurance as will protect the **Consultant** from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Further, the **Consultant** shall provide the **Owner** with evidence of Errors and Omissions Insurance, i.e., Professional Liability Insurance.

B. BASIC SERVICES OF THE CONSULTANT:

(1) Preliminary Engineering Phase: The **Consultant** shall perform the preliminary engineering work in accordance with the detailed scope of services as included in Exhibit 3. The **Consultant** shall perform the work in accordance with the schedule attached hereto, and identified as Exhibit 1. All reports shall be stamped with a seal and signed by a Registered Professional Engineer registered in the State of Georgia.

(2) Final Design Phase: The **Consultant** shall perform the final design work in accordance with the detailed scope of services as included in Exhibit 3. The **Consultant** shall prepare working drawings in accordance with Exhibit 3 and shall prepare specifications and other Contract Documents completely describing the material and workmanship

required and procedures to be followed for the construction of the Project. The **Consultant** shall perform the work in accordance with the schedule attached hereto, and identified as Exhibit 1. All final drawings and specifications shall be stamped with a seal and signed by a Registered Professional Engineer registered in the State of Georgia.

(3) Bidding / Contract Execution Phase:

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

(4) Construction Services Phase: During the construction services phase of the project, the **Consultant** shall be responsible for:

- a) **Distribution of Documents:** The **Consultant** shall provide to the **Owner** seven (7) sets of full-size conformed drawings and two (2) sets of half-size conformed drawings at the pre-construction conference for the Contractor and **Owner**, boldly marked "APPROVED FOR CONSTRUCTION" at no additional cost.
- b) **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, and shall provide appropriate sets of construction plans. The **Consultant** shall also prepare and distribute the minutes of the meeting.

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

d) **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. Each visit to the site shall be documented in a written report on **Owner's** "Daily Inspection Report" form and forwarded to **Owner** within 24 hours.

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

(2) The **Resident Project Representative** will be **Consultant's** employee, but shall be under **Owner's** supervision while working on this project. 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 duties and responsibilities of the Resident Project Representative are set forth in attached "Duties, Responsibilities and Limitation of Authority of Resident Project Representative. The purpose of **Consultant's** visits and representation by the **Consultant's** Resident Project Representative at the site will be to enable **Consultant** to better carry out the duties and responsibilities assigned to be undertaken by **Consultant** during the Construction Phase, and to minimize problems during construction by permitting detection of and/or rapid response to unanticipated or changed conditions, or errors or omissions committed by design professionals, contractors, materials providers, or others. The responsibilities will include (but not be limited to the following):

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

- ii) 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.
- iii) Shop Drawings: **Consultant** shall review and approve or take other appropriate action with respect to Shop Drawings, samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- iv) Substitutes: **Consultant** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
- v) 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, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine, generally, that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- vi) 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 thereunder and make decisions on all claims of **Owner** and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- vii) 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, and on review of applications for payment and the accompanying data and schedules:
 - (1) **Consultant** shall determine the amounts owed to Contractor(s) and recommend in writing payments to Contractor(s) for the approved quantities and work performed. Such recommendations of payment will constitute a representation to **Owner**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **Consultant's** knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents.

- viii) 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.
- ix) 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.
- x) Record Drawings: **Consultant** shall gather information for the preparation of record drawings based on information provided by the Contractor and by field and site surveys. These drawings shall be updated monthly, prior to the Contractor's monthly payment and shall show the final location and description of all work performed during construction with respect to property and/or rights-of-way boundaries and shall include line, grade, and invert elevation(s) referenced to Georgia grid coordinates, and signed and stamped by a Land Surveyor and Professional Engineer registered in Georgia. 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 CD's 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. Record drawings shall include all improvements by Contractor and equipment suppliers.
- xi) Limitation of Responsibilities: **Consultant** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **Consultant's** own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in this document, inclusive, shall be construed to release **Consultant** from liability for failure to properly perform duties and responsibilities assumed by **Consultant** in the Contract Documents.
- xii) Meetings: The **Consultant** shall attend all technical and community meetings as pertains to the project at such time and place as designated by

the **Owner**.

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

(5) Closeout Services: The **Consultant** shall perform the closeout services phase in accordance with Exhibit 3.

C. EXTRA SERVICES OF CONSULTANT:

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

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

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

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

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

(d) Provide renderings or models.

(e) Preparing to serve or serving as a **Consultant** or witness in any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

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

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

B. Consideration of the Consultant's Work: The **Owner** shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the **Consultant**, and shall inform the **Consultant** of all decisions within a

reasonable time so as not to delay the work of the **Consultant**.

- C. 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 all requirements necessary in the development of the Project, and pay all costs incident thereto.
- D. Proposals: The **Owner** shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place, and pay all costs incident thereto.
- E. 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**.
- F. Standards: The **Consultant** shall use the **Owner's** Front End Specifications, Technical Specifications, and Standard Details in the preparation of the documents and plans for the project. The accepted documents are from March, 1996 and revisions thereof. In the event the **Consultant** is not on the **Owner's** list as having been issued these documents, the **Owner** will furnish free a hard copy of the documents, a computer disk copy (provided the **Consultant** provides the disks), and will include the **Consultant** on the **Owner's** mailing list to provide any revisions needed in the future. The **Consultant** must provide the **Owner** with a letter from either the President of the firm or the Office Manager designating a person who will be responsible to receive the documents. It shall be the responsibility of the **Consultant** to maintain these documents and to incorporate any revisions issued by the **Owner** into the Contract Documents and plans during the design of the project. Failure of the **Consultant** to prepare either the Contract Documents or Plans in accordance with the latest published City Standards and revisions may result in the **Consultant** being liable to the **Owner** for extra construction costs as a result of the **Consultant's** error/omission.
- G. Owner's Representative: The **Owner** shall designate the Project Engineer as the **Owner's** Representative with respect to the work to be performed under this Agreement. The Project Engineer, or representative, shall have sole authority to transmit instructions, receive information, interpret and define **Owner's** policy and decisions with respect to the material, equipment, elements and systems pertinent to the work covered by this Agreement.

3. THE **Owner's** PAYMENT TO THE **Consultant**:

- A. Payments for Basic Services of the Consultant: The **Owner** shall pay the **Consultant** for the basic services described in Article 1.B of this Agreement a lump sum fee of \$_____
_____. The lump sum is made up of the following costs:

<u>PHASE OF THE WORK</u>	<u>LUMP SUM FEE</u>
ITEM 2.1.1 - Preliminary Engineering	
A. Site Survey and Topographic Survey	\$ _____
B. Subsurface Utility Engineering (SUE) Services	
Quality Level D – Database Review	\$ _____
Quality Level C – Visual Survey	\$ _____
Quality Level B – Geophysical Exam	
2 Days @ \$ _____ per Day =	\$ _____
Quality Level A – 5 Holes @ \$ _____ per Hole =	\$ _____
C. Plat Preparation- 3 Plats @ \$ _____ per Plat =	\$ _____
D. Geotechnical Investigation Report	\$ _____
E. Preliminary (30%) Plan Submittal	\$ _____
ITEM 2.1.2 - Final Design	
A. Permitting Services	\$ _____
B. 60% Construction Plans Submittal	\$ _____
C. 100% Construction Plans Submittal	\$ _____
D. Final Revisions	\$ _____
ITEM 2.1.3 - Bidding Services	
A. Preparations of Plans & Specs for Bidding	\$ _____
B. Project Bidding Assistance	\$ _____
ITEM 2.1.4 - Construction Phase Services	
A. Pre-Construction Conference	\$ _____
B. Contract Administration	\$ _____
C. Survey Assistance	\$ _____
D. Part-Time Inspection – 10 Hrs./wk @ 30 wks	\$ _____
ITEM 2.1.5 - Close-out Services	\$ _____

- B. **Progress Payments:** Owner shall pay the **Consultant** for professional services performed under 1.B and 1.C of this Agreement based on an hourly basis in accordance with the schedule of charges attached hereto, identified as Exhibit 2 based on the not to exceed fees for the individual tasks outlined in Article 3.A of this Agreement. The **Owner** shall make payment within thirty (30) calendar days upon receipt of a complete and accurate invoice. All payment requests shall be accompanied by the City's payment request form.
- C. **Schedule:** Based on the schedule as discussed with the **Owner**, the **Consultant** shall perform all services with professional skill and diligence in accordance with the attached schedule, entitled Exhibit 1. 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 schedule of charges attached hereto, identified as Exhibit 2.
- E. **Abandoned/Suspended Work:** If any work performed by the **Consultant** is abandoned or suspended in whole or in part by the **Owner**, other than for default by the **Consultant**, the **Consultant** shall be paid for services performed prior to receipt of a written notice from the **Owner** of such abandonment or suspension in an amount equal to work performed as a proportion of the total lump sum fee as of the date of abandonment or suspension. The **Consultant** shall maintain 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 tracings and master specification sheets shall remain the property of the **Consultant**. The **Owner** reserves the right to utilize the design concept and any partially completed design drawings and/or specifications for which the **Consultant** has been paid. The **Owner** shall have access to these documents at any time and reserves the right to copy said material.
- 5. SUCCESSORS AND ASSIGNS:** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the **Owner** and **Consultant** respectively and his partners, successors, assigns, and legal representatives. Neither the **Owner** nor the **Consultant** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

6. **SUBCONTRACTORS:** All subcontracts let by the **Consultant** for professional services under this Agreement must be approved by the **Owner**. The **Consultant** shall submit to the **Owner** adequate evidence of the subcontractor's qualifications to perform the required work under this Agreement.

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

A. **Consultant** shall develop contract drawings and specifications to comply with minimum requirements of all Federal, State, and Local regulatory agencies.

B. **Consultant** shall submit an Affirmative Action Plan which clearly demonstrates how compliance will be obtained with Title 6 of the Civil Rights Act of 1964 and the President's Executive Order Numbers 11246 and 11575 which prohibit discrimination in employment regarding race, creed, color, sex, age, or national origin.

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

Owner:

**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)

**EXHIBITS TO
AGREEMENT BETWEEN OWNER AND CONSULTANT**

- Exhibit 1: Project Schedule
- Exhibit 2: Hourly Rate Schedule
- Exhibit 3: Scope of Services (Item 2.1 of Section II of the Request for Proposals) shall be included as Exhibit 3 to the Agreement between Owner and Consultant
- Exhibit 4: Location Map

EXHIBIT 1 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 following is provided only to suggest 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 more detail.

- Preliminary Engineering
 - Site Survey
 - Subsurface Utility Investigation
 - Geotechnical Investigation
 - 30% Plan 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 2
HOURLY RATE SCHEDULE**

PROFESSIONAL

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

AUTO-GRAPHICS OPERATORS, TECHNICIANS AND ADMINISTRATIVE ASSISTANCE

Engineering/Surveying Technician	\$ ____/HR
CAD Operator	\$ ____/HR
Administrative Assistance	\$ ____/HR

FIELD PERSONNEL

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

EXHIBIT 3
SCOPE OF SERVICES

(Item 2.1 of Section II of the Request for Proposals will be included as Exhibit 3 to the Agreement between Owner and Consultant)