

EVENT NO. 6636

**ENGINEERING DESIGN AND CONSTRUCTION OVERVIEW SERVICES
FOR 48 INCH INDUSTRIAL AND DOMESTIC RAW WATERLINE REPLACEMENT**

**SECTION II
SCOPE OF SERVICES**

2.0 BROAD DESCRIPTION OF PROJECT

The City of Savannah (the “City”) is now accepting proposals for selection of a consulting engineering firm to provide the required professional engineering design and construction overview services necessary for the construction of a 48 inch Industrial and Domestic (I&D) raw waterline.

The proposed water line project is located on the western side of Interstate 95 north of Highway 21 and includes removing approximately 1,900 linear feet of an existing 48 inch waterline and replacing it with a new 48 inch waterline. This portion of I&D line was installed in 1947 and is in poor condition. All work shall be conducted while keeping the existing raw water line in service. A site map of the proposed new 48 inch raw waterline replacement is shown on Attachment 3 - Project Vicinity Map. The professional services required includes, but are not limited to surveying, geotechnical investigation and design, design, permitting, construction bidding, overview, and project closeout services.

2.1 SCOPE OF SERVICES

The successful proposer shall provide the following services at a minimum: preliminary engineering, project design, bid phase assistance, construction overview, and project closeout. Services also include preparation and/or conduct of: 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 to six (4-6) related projects performed by the project team to demonstrate the team's capability to perform work similar to the proposed project. Four (4) projects must be from the portfolio of the Prime A/E firm. 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. **The designated design engineer on the Consultant's team must have design and construction overview experience on 48 inch diameter and larger mains.**

C. PROJECT APPROACH

Provide the approach of the design team to critical project requirements, including but not limited to:

- Design of large diameter pressure mains
- Geotechnical services and data to be provided
- Cost estimating
- Coordination with owner and milestones for progress meetings/workshops
- Quality assurance

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 at a minimum 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 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	25 points
2) Project Team	15 points
3) Project Approach	15 points
4) Proposed Schedule	5 points
5) DBE Participation Goals	10 points
6) Local Vendor Participation	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 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

A. PROJECT BACKGROUND

The proposed water line project is located on the western side of Interstate 95 north of Highway 21 and includes the following; removing approximately 1,900 linear feet of an existing 48 inch waterline and replacing it with a new 48 inc waterline. This portion of the Industrial and Domestic line was installed in 1947 and is in poor condition. All work shall be conducted while keeping the raw water line in service. A site map of the proposed new 48 inch raw water line replacement is attached as Attachment 3.

2.14 PRELIMINARY ENGINEERING PHASE SERVICES

A. GENERAL

The selected design consultant shall:

1. Prepare and submit preliminary and final construction plans (30%, 60%, 100% & Final Revisions) and specifications for the construction of a 48 inch raw water main as generally shown in Attachment 3 – Project Vicinity Map. Plans shall include existing site conditions, water line in plan and profile, limits of disturbance, tie-ins to existing water main, isolation and air valves and vaults. Specifications shall be complete and include pipe and pipe material testing, and project testing requirements.
2. Prepare and submit construction cost estimates and proposed construction schedules.
3. Design professional services shall be in accordance with the requirements of this RFP. All drawings, calculations, specifications and other technical work product shall be signed and sealed by a Professional Engineer registered in the State of Georgia.
4. Design deliverables shall be prepared in sufficient detail for permitting and construction of the project. All design work products shall be in compliance with federal, state and local requirements as well as industry standard requirements.
5. Conduct design reviews with the Owner at regular intervals during preparation of the design to ensure that the design meets the City's requirements for the proposed facility. Review meetings shall be scheduled to coincide with 30%, 60%, and 100% submittals. Reviews shall be scheduled and conducted by the Consultant in sufficient time and with sufficient frequency to expedite the City's review of the final deliverables and avoid adverse impact to the overall permitting and work schedule.
6. Project meetings shall be held throughout the facility design and construction overview process. Meetings include: Project Kick-Off; Submittal Reviews (30%, 60% and 100%); Pre-Bid, and Pre-Construction. Construction progress meetings shall be held monthly once the Contractor mobilizes to the project site. Additional meetings may be required to ensure timely Owner input and project completion, or as requested by the Consultant, Owner, and/or Contractor.

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

7. Include and coordinate surveying activities to establish pertinent topographic features, confirm invert elevations, determine locations of existing utilities, roadways, structures, or other features that may impact facility design and construction methods.

8. Include sub-surface utility investigation and mapping of existing utilities that may impact water line construction and maintenance.
9. Include and coordinate all geotechnical activities necessary for the design of the water line.
10. Prepare site plans for re-grading all areas affected by clearing activities. Include all necessary erosion and sedimentation control documents.
11. Review permitting requirements, determine applicable permits, and prepare and submit all necessary permit applications. The City of Savannah shall pay permit fees.

B. PRELIMINARY ENGINEERING

1. SITE SURVEY AND TOPOGRAPHIC SURVEY

- a) Provide all necessary survey data to design the proposed 48" water line, including but not limited to:
 - Right-of-way boundaries, easements, property corners, building corners, lot lines, and a copy of the recorded plats for staging areas and proposed route.
 - Topographic data for the water line route a minimum of twenty-five (25) feet from the water line centerline
 - Verify both horizontal and vertical position of existing equipment, structures, pipes, and appurtenances along the proposed water main route(s). Locate all above and below ground structures, measuring elevations and dimensions permanent benchmarks, and ancillary equipment.
 - Locate all permanent benchmarks and geotechnical boring locations.
- b) The Consultant shall be responsible for establishing reference benchmarks, including temporary benchmarks, and base line identified on the construction drawings, along with marking and locating all easements and right-of-ways (ROWS) for construction and in the construction area. This shall be coordinated and scheduled with the Contractor, who shall protect the benchmarks (including temporary) and field placement of the marked and located easement and ROW lines. Each construction drawing sheet shall include a benchmark.
- c) 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.

2. SUBSURFACE UTILITY ENGINEERING

- a) 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 water line 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.

b) 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 that can be caused by mechanical excavation. The cost to patch test digs shall be part of the per hole cost for Quality Level A investigations.

c) The limits of the utility locates shall be:

- Quality Levels C & D: In public right-of-ways the horizontal limit shall be 5 feet outside of the public right-of-way, otherwise the horizontal limit shall be 25 feet on-center of the proposed project centerline. There shall be no vertical limit. Level C & D reviews should be conducted for all proposed water line corridor.
- 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.

- d) 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.

3. 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.

The geotechnical investigation and evaluation is needed to determine the subsurface conditions of the proposed water line 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
- Coring shall be performed on the existing pavement and the underlying base material to measure pavement thickness

4. PRELIMINARY (30%) PLAN SUBMITTAL

- a) The Consultant shall prepare and submit preliminary plans (30% complete), which shall include:

- General plan sheets including Cover Sheet, General Notes & Legends, Key Map
- Preliminary civil site plans including existing conditions, demolition, and proposed work area limits
- Preliminary water line design construction plans, including plan views & profile views for critical areas, areas of significant conflicts, (final profiles, when complete, shall show proposed pipe depths, vertical & horizontal fittings, utility conflicts, isolation and air release valve manhole locations, staking information and boring locations along the water line route)

- b) The Consultant shall identify any and all required project permits and prepare and submit 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.***

- The Consultant will be responsible for determining required encroachment

permits and approvals needed from existing entities (e.g. Georgia Power, Atlanta Gas Light, etc.), Chatham County, Georgia Department of Transportation, and railroads.

- Identification and preparation of all permits/applications to satisfy City, County, State, and Federal requirements for the construction of the project shall also be the responsibility of the Consultant.
 - Project shall be subject to City of Savannah Site Plan Review (SPR) process to secure land disturbing activity permits.
 - Permitting shall also include any wetland delineation and approval from regulating agencies for the installation of utilities.
 - Consultant shall include estimated agency submittal and review times in the project schedule provided in the proposal submittal.
- c) Consultant shall also prepare and submit the following items along with the preliminary plan submittal:
- Geotechnical Report
 - List of the types of permits considered and required
 - Engineer's Estimate of Probable Construction Cost (expected range of accuracy (not simply contingency) for estimates shall be $\pm 20\%$) including brief narrative description of updates to scope and estimating data.
 - Draft Specification Table of Contents
- d) The Consultant shall submit two (2) 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 staff to present the plans and review the preliminary design.

2.15 DESIGN PHASE SERVICES

After the preliminary plans have been reviewed and approved by the City, the design phase shall begin. The design phase requires the Consultant to make drawing and specification submittals at the 60%, 100%, and Final stages of project design, and includes permit submittals and plats.

A. 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:
 - General plan sheets including revised Cover Sheet, General Notes and Legends, Key Map and preliminary Drawing Index and Vicinity Map
 - Revised civil site plans (existing conditions and demolition), site restoration plans, and civil construction plans,
 - Revised water line construction plans (plan & profile)
 - Geotechnical data and boring logs

2. Consultant shall also prepare and submit the following items along with the 60% construction plan submittal:
 - Draft Specifications for all project components, including specialty materials, and materials testing Includes Supplemental General Conditions and Measurement and Payment sections
 - Updated (60%) Engineer's Estimate of Probable Construction Cost (expected range of accuracy (not simply contingency) for estimates shall be $\pm 15\%$) including brief narrative description of updates to scope and estimating data.
 - 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 workshop with City staff to review the 60% plan submittal.
4. The Consultant shall then meet 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. A single set of full-size paper plans shall be submitted to the SPR team at this time. Consultant shall address comments generated by the SPR team in the 100% plan submittal.
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.

B. 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:
 - Final general plan sheets
 - Final civil site plans, notes, and details
 - Final water line construction plans, (plan & profile)
 - Final erosion and sedimentation control plans, notes and details
 - Final geotechnical data and boring logs
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 (not simply contingency) for estimates shall be $\pm 10\%$) including brief narrative description of updates to scope and estimating data.
 - Final Construction Schedule

- List of all required special inspections, a budget estimate for completing special inspections, and a list of firms that can provide these services for the project.
3. The Consultant shall submit three (3) full-size paper copies and one (1) electronic copy of the submittals, (for City staff review). Submit 100% plans to SPR review. After a two (2) week review period, the Consultant shall hold a workshop with City 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.

C. PERMITTING SERVICES (SUBMITTALS)

1. The Consultant shall prepare plats and/or exhibits and submit applications to obtain permits for all canal and wetland crossings and/or encroachments. The Consultant shall perform surveys of the proposed encroachments and prepare crossing/parallel alignment design for the final alignment according to the standards and regulations of the appropriate entity.
2. The Consultant shall prepare all permit applications, documentation, and supporting attachments needed to secure necessary project approvals. These documents, with supporting attachments, shall be prepared by the Consultant prior to the completion of final plans and forwarded to the Owner for execution. Copies of these documents and final agency approval documentation shall be bound with the contract documents, and appropriate information shall be shown on final plans.

D. FINAL REVISIONS

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

2.16 BID PHASE SERVICES

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

- A. Preparation of Plans and Specifications for Bidding – Prior to advertising for bids, the consultant shall coordinate with the City to make ready the project specifications and

provide plans for bidding. The requirements include:

- 1) Completion of the City's Request for Contract form, (asks for recommendations on the value of liquidated damages, duration of construction, wet weather days, etc.
- 2) Prepare the project bid form, which shall be consistent with the Measurement and Payment specification and include any necessary instructions to complete the form
- 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"

B. Project Bidding Assistance, including:

- 1) Responding to comments/questions from involved parties via compilation and submission of addenda to Owner
- 2) Attending Pre-Bid Conference
- 3) Preparation and distribution of pre-bid meeting minutes
- 4) Review of Bid Proposal Documentation and Preparation of Bid Tabulation
- 5) Evaluation and recommendation of Contractor

2.17 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 Section II, including but not limited to the following:

A. Contract Administration

- 1) Pre-Construction Conference
 - Attend Pre-Construction Conference and present/review project requirements
 - Preparation and distribution of pre-construction meeting minutes
 - Provide seven (7) full-size (24" x 36") and two (2) half-size (11" x 17") sets of conformed plans marked "APPROVED FOR CONSTRUCTION"
- 2) Conducting monthly Project Meetings
- 3) Preparing and distributing minutes of all meetings
- 4) Reviewing and responding to Contractor Requests for Information (construction phase requires prompt, accurate interpretation of the plans and specifications by personnel knowledgeable of construction practices that have thoroughly studied the plans and specifications)
- 5) Reviewing and tracking shop drawing submittals and submittal revisions
- 6) Evaluation of substitutes
- 7) Reviewing Contractor proposed bypass plans
- 8) Interpretation and clarification of the Contract Documents
- 9) Reviewing Contractor's Pay Requests
- 10) Reviewing and evaluating proposed Change Orders
- 11) 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)
- 12) Preparing Facility O&M Manual (two (2) paper copies, one (1) electronic copy)
 - 13) Preparing project punch lists
 - 14) Conduct Final Inspection in coordination with City Staff

B. Resident Inspection

- 1) Provide part-time resident project inspector during active construction
- 2) Copies of inspection field logs
- 3) Documentation for defective work, stored materials, and material quantities
- 4) Inspection of shipped materials for condition and compliance with approved shop drawings
- 5) Oversight of inspections and testing
- 6) Review of applications for payment based on submitted data and schedules
- 7) Monthly review and submittal of Contractor's record drawings
- 8) Daily documentation of lost time / wet weather days
- 9) Compilation and submission for Certificate of Substantial Completion
- 10) Compilation and submission of Final Inspection Project Punch List

2.18 CLOSE-OUT SERVICES

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

A) Close-Out Document Checklist

- 1) Record Drawings (As-builts)
- 2) CDs of Record Drawings (As-builts) (AutoCAD 2007 format)
- 3) Recorded Plats
- 4) Two complete sets of Mylars
- 5) Certification letter with Utility Cost/Quantities
- 6) Signed Elevation Certificates
- 7) Videotape of Utilities
- 8) Landfill Certification Letter

- B) Record Drawings (As-Built Drawings) must be submitted to the City of Savannah Water and Sewer Planning and Engineering Office for review and approval. The size of the sheets shall be 24" x 36". Record Drawings 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, bends, and depths of pipe installed by HDD. 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.**

2.19 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 48" INDUSTRIAL & DOMESTIC RAW WATER LINE REPLACEMENT RFP Event #6636 and include the name of the proposer. Fee proposals will only be opened if after the initial evaluation, proposer is deemed to be qualified. Fee proposals will then be considered in relation to the qualification points awarded to determine the overall best proposal in terms of fees and qualifications.

ADDENDA ACKNOWLEDGEMENT

*****ALL ADDENDA ISSUED IN CONNECTION WITH THIS EVENT MUST BE ACKNOWLEDGED IN A COVER LETTER AS STATED IN SECTION 2.2.A*****

**48 INCH INDUSTRIAL AND DOMESTIC RAW WATER LINE REPLACEMENT
ENGINEERING DESIGN AND CONSTRUCTION OVERVIEW SERVICES**

Item #	Description of Service or Deliverable	Proposed Fee
2.14.B.1	Survey	\$
2.14.B.2	Subsurface Utility Engineering (SUE)	\$
	Quality Level D – Database Survey	\$
	Quality Level C – Visual Survey	\$
	Quality Level B 8 Hrs. @ \$_____ per Hr. =	\$
	Quality Level A 5 Holes @ \$_____ per Hole =	\$
2.14.B.3	Geotechnical Investigation and Report	\$
2.14.B.4	30% Plan Submittal	\$
2.15.A	60% Plan Submittal	\$
2.15.B	100% Plan Submittal	\$
2.15.C	Permitting Services	\$
2.15.D	Final Revisions	\$
2.16	Bid Phase Services	\$
2.17.A	Contract Administration	\$
2.17.B	Resident Project Inspection (1040 Hrs @ \$_____ / Hr) =	\$
2.18	Closeout Services	\$
Total Fee Proposal		\$

HIRE SAVANNAH AGREEMENT

Event #:		Event Name:	
Bidder/Proposer Name			

The City of Savannah Mayor and Aldermen have established a priority to increase the utilization of the local workforce to the greatest extent possible on City contracts. To achieve this goal, the City has established the Hire Savannah Policy and Program which shall be included in all eligible bid awards of \$100,000 or more for covered services and \$250,000 or more for construction-related services as a method of inducing contractors to hire qualified workers who reside in Savannah, Georgia.

Contractors responding to this solicitation are required, as an issue of responsibility, to indicate that it agrees, if awarded a Covered Contract, to be bound to contractual obligations requiring it to use good faith efforts to meet the Hire Savannah Program requirements. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

A "Covered Contract" is a City-awarded contract that: (a) is not subject to state or federal requirements that prohibit or pre-empt the application of this Program to the contract; and (b) pays the Contractor \$100,000 or more for covered services or \$250,000 or more for construction-related services. "Construction-related Services" means services purchased by the City that involve construction, demolition, alteration and/or repair of city buildings, city public works or other city facilities.

Covered Services include the following services purchased by the City: food preparation or distribution; security services; routine maintenance services, such as janitorial, cleaning, refuse removal, recycling collections, and other similar services for normal upkeep of facilities; repair or refinishing services for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance replacement of parts, and other activities needed to preserve the asset; clerical or other nonsupervisory office work, whether by temporary or permanent personnel; printing and reproduction services; and landscaping, lawn, or agricultural services. Covered Services does not include professional services, which are those technical services provided by an individual licensed Georgia professional or a registered professional consultant, including but not limited to lawyers, architects, engineers, and other design consultants.

The City of Savannah Hire Savannah Policy is posted on the City of Savannah website. By signing below, the Bidder/Proposer affirms that it has read, understands and agrees to be bound by the terms and conditions of the Hire Savannah Policy.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Company Name: _____

Company Address: _____

Company Official/Representative: _____

Position Title: _____

Authorizing Signature: _____

Date: _____

CITY OF SAVANNAH - HIRE SAVANNAH PROGRAM

Contractor Job Order			
Primary Contractor:		Contact Name:	
		Phone Number:	
Contract #:	Project Name:	Date Submitted:	
<p>INSTRUCTIONS. PAGE ONE: 1) Enter the names, home addresses, and job titles of current employees that meet Qualifying Worker Status by: (a) living within the city limits of Savannah, Georgia and (b) who also will be employed to work on this City-awarded contract. PAGE TWO: 2) Enter all projected job vacancies associated with this contract (See Job Vacancy Order section). 3) Submit signed and completed form to WorkSource Coastal (WSC), and WSC will contact you to assist with your hiring needs.</p>			
Total number of current employees expected to work on Contract:		Total number of positions	
		(existing + vacant) expected to	
Total number of vacant positions to be filled to work on Contract:		work on Contract:	
Current Savannah Employees who meet Qualifying Worker Status			
Employee Name (First, Middle Initial, Last)	Employee Address (Apt/Street Number, Street Name, City, Zip Code)	Employee Job Title	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Attach additional sheets if necessary.

CITY OF SAVANNAH - HIRE SAVANNAH PROGRAM

Contract Number:		Project Name:		Job Order Form Page 2
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Job Vacancy Order

	List Job Titles of all Vacant Positions under Covered Contract	# of Vacancies	Job Description Attached?	Hiring Firm/Company (Name of Prime or Subcontractor)	Contact Name	Contact Number
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Company Representative (Print):	WSC Reviewer (Print Name):
Contact Signature:	WSC Rep Signature:
Date Signed:	Date Signed:

SECTION 01310

DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS

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

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

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

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

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

Suggestions to help meet the goal:

- ✓ Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of DBEs.

- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from DBE subcontractors or suppliers. **[Advertisement should appear at least 10 days prior to bid due date, unless the City's solicitation period is shortened.]**

- ✓ Designating portions of the work for DBE subcontracting in trades with established availability of DBE subcontractors.

- ✓ Providing a minimum of 10 days notice prior to the Bid due date to DBEs when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

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

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

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

Any DBE listed in the completed form entitled "Proposed Schedule of DBE Participation" (Section 01310-4) must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of DBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for DBE certification or an application for DBE certification under

review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

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

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

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

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

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

NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, women, and individuals belonging to other socially and economically disadvantaged groups;
- (3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all

applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature

Title

PROPOSED SCHEDULE OF DBE PARTICIPATION

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

Name of Bidder/Proposer: _____ Bid No. _____

Project Title: _____

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

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

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

Joint Venture Disclosure

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

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Disadvantaged Business Enterprise

GOOD FAITH EFFORT

Prime Company Name

Bid Date

Project Name

Event Number

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

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

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

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

(Use additional sheets, if necessary)

List of:

Subcontracting Opportunities

List of:

Supplier Opportunities

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

_____ Yes

Date of Listing _____/_____/_____

_____ No

Source_____

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

_____	_____
_____	_____
_____	_____

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

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

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

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

SECTION 01437

DBE PARTICIPATION REPORT

IMPORTANT NOTICES

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

PROJECT NAME & NUMBER: _____ DATE _____ REPORT NO. _____

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

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

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

Total DBE Paid To Date: \$ _____ %

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

SIGNED _____ TITLE _____ DATE _____

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

HIRE SAVANNAH AGREEMENT

Event #:		Event Name:	
Bidder/Proposer Name:			

The City of Savannah Mayor and Aldermen have established a priority to increase the utilization of the local workforce to the greatest extent possible on City contracts. To achieve this goal, the City has established the Hire Savannah Policy and Program which shall be included in all eligible bid awards of \$100,000 or more for covered services and \$250,000 or more for construction-related services as a method of inducing contractors to hire qualified workers who reside in Savannah, Georgia.

Contractors responding to this solicitation are required, as an issue of responsibility, to indicate that it agrees, if awarded a Covered Contract, to be bound to contractual obligations requiring it to use good faith efforts to meet the Hire Savannah Program requirements. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

A "Covered Contract" is a City-awarded contract that: (a) is not subject to state or federal requirements that prohibit or pre-empt the application of this Program to the contract; and (b) pays the Contractor \$100,000 or more for covered services or \$250,000 or more for construction-related services. "Construction-related Services" means services purchased by the City that involve construction, demolition, alteration and/or repair of city buildings, city public works or other city facilities.

Covered Services include the following services purchased by the City: food preparation or distribution; security services; routine maintenance services, such as janitorial, cleaning, refuse removal, recycling collections, and other similar services for normal upkeep of facilities; repair or refinishing services for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance replacement of parts, and other activities needed to preserve the asset; clerical or other nonsupervisory office work, whether by temporary or permanent personnel; printing and reproduction services; and landscaping, lawn, or agricultural services. Covered Services does not include professional services, which are those technical services provided by an individual licensed Georgia professional or a registered professional consultant, including but not limited to lawyers, architects, engineers, and other design consultants.

The City of Savannah Hire Savannah Policy is posted on the City of Savannah website. By signing below, the Bidder/Proposer affirms that it has read, understands and agrees to be bound by the terms and conditions of the Hire Savannah Policy.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Company Name: _____

Company Address: _____

Company Official/Representative: _____

Position Title: _____

Authorizing Signature: _____ Date: _____

ATTACHMENTS TO REQUEST FOR PROPOSALS

**48" INDUSTRIAL & DOMESTIC RAW WATER LINE REPLACEMENT
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: \$ _____

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

\$ _____

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

Errors and omissions insurance deductible: \$ _____

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

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

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

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

B. Proposed Project Team

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

C. Organizational Chart

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

The following project team personnel shall have a minimum of 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
- Lead Geotechnical 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 design team (four projects 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. The designated design engineer on the Consultant's team must have design and construction overview experience on 48" diameter and larger pressure mains . *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 **48" I&D Raw Water Line Replacement Design and Construction Overview**, hereinafter called the **PROJECT**, Project No. **XX-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 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) 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.

(3) 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.

- (4) 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 Cesar Laureano.

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:

**48” INDUSTRIAL & DOMESTIC RAW WATER LINE REPLACEMENT
ENGINEERING DESIGN AND CONSTRUCTION OVERVIEW SERVICES**

Item #	Description of Service or Deliverable	Proposed Fee
2.14.B.1	Survey	\$
2.14.B.2	Subsurface Utility Engineering (SUE)	
	Quality Level D – Database Survey	\$
	Quality Level C – Visual Survey	\$
	Quality Level B 8 Hrs. @ \$_____ per Hr. =	\$
	Quality Level A 5 Holes @ \$_____ per Hole =	\$
2.14.B.3	Geotechnical Investigation and Report	\$
2.14.B.4	30% Plan Submittal	\$
2.15.A	60% Plan Submittal	\$
2.15.B	100% Plan Submittal	\$
2.15.C	Permitting Services	\$
2.15.D	Final Revisions	\$
2.16	Bid Phase Services	\$
2.17.A	Contract Administration	\$
2.17.B	Resident Project Inspection (1040 Hrs @ \$_____ / Hr) =	\$
2.18	Closeout 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 (Sections 2.13 to 2.18 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 (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 2.19 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

(Sections 2.13 - 2.18 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 Gantt chart to demonstrate the Proposer's project understanding, project approach, and schedule for completion. Include start and end dates for task completion, submittal dates, intermediate and major project milestones, critical path, etc., for project activities, such as the following:

- Project Kick-off
- Level D & C SUE Investigation
- Survey
- Geotech
- Begin 30% Submittal
 - Level B SUE Investigation
- Complete 30% Submittal
 - Workshop
- Begin 60% Submittal
 - Level A SUE Investigation
- Complete 60% Submittal
 - Workshop
 - SPR Meeting
- Begin 100% Submittal
 - Prepare draft permit submittals
- Complete 100% Submittal
 - Workshop
- Permit Submittals
 - Submittal Review Times
- Final Revisions
- Project Bidding

**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

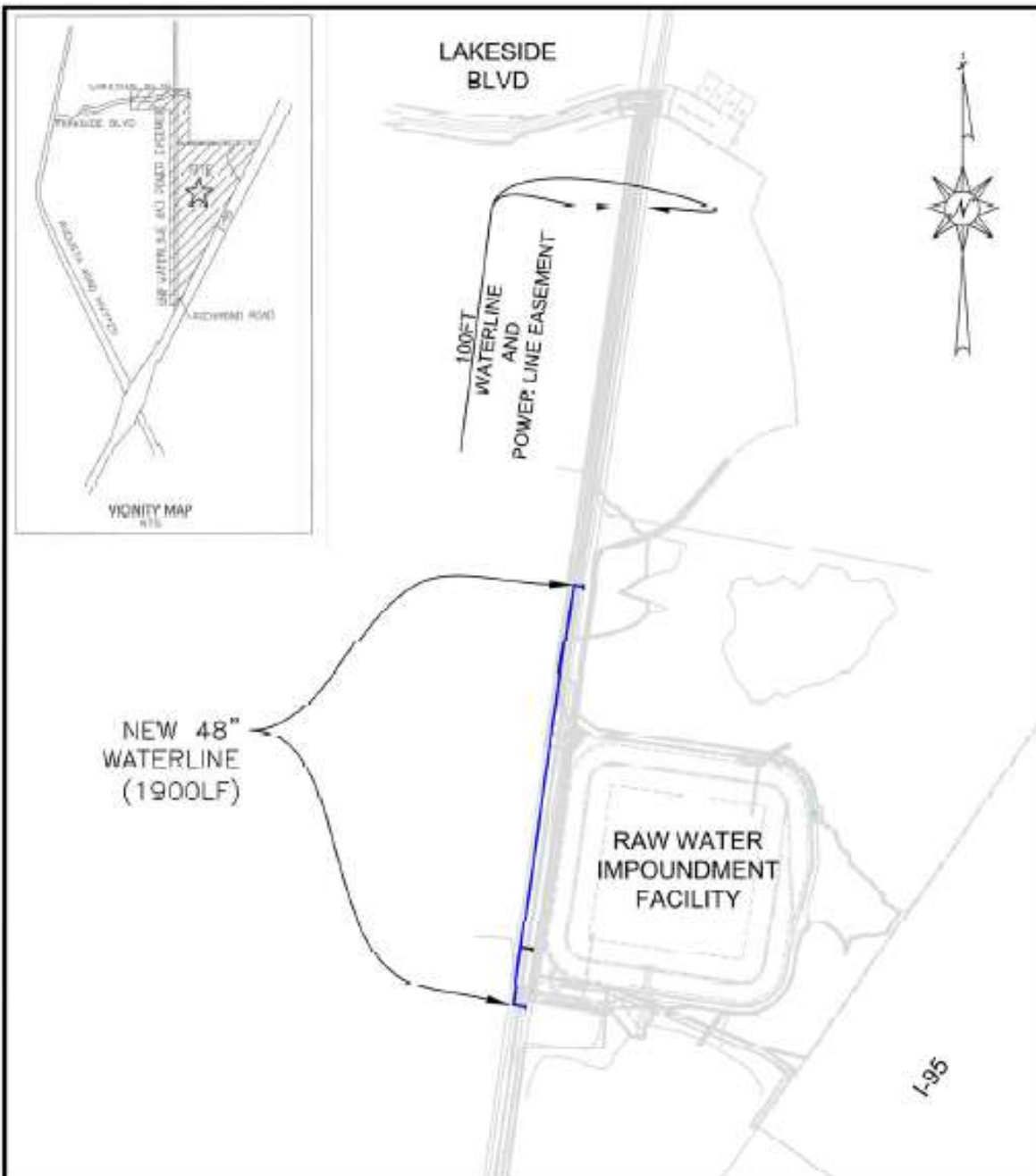
(Section 01310-4 of the Request for Proposals will be included as Exhibit 4 to the Agreement between Owner and Consultant)

EXHIBIT 5
INSURANCE REQUIRED OF THE DESIGNER

(Section 2.19 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



48" RAW WATER LINE REPLACEMENT