

CONYERS CITY HALL COMPLEX



REQUEST FOR QUALIFICATIONS TO PROVIDE **ARCHITECTURAL & ENGINEERING SERVICES**

CITY OF CONYERS

1184 SCOTT STREET
CONYERS, GA 30012
770-483-4411



CITY OF
CONYERS
Celebration of Community

1. INTRODUCTION:

- a. The CITY of Conyers (the CITY) is requesting qualification based proposals from qualified Architectural & Engineering Firms (A&E Firm) to perform Architectural & Engineering design services related to the construction of a 28,000 SF New CITY Hall Complex (the PROJECT) that is scheduled to open in 2020. The PROJECT will consist of but not limited to, full architectural, structural, mechanical, electrical, plumbing, civil, interiors, site lighting and landscape design plans and specifications; cost estimating; construction administration; and assistance to the CITY in selecting and coordinating with a Construction Manager at-Risk (CM@R).
- b. The Project will be located at 1029 SE Oakland Ave, Conyers, GA 30012.
- c. The Project will be constructed with revenue from a General Obligation Bond (GO) and CITY of Conyers 2017 Special Purpose Local Option Sales Tax (SPLOST) funds for a total Project budget not to exceed **\$10,000,000.00**, which includes all A&E fees, permit fees, furniture, fixtures and equipment costs, construction management fees, and all costs associated with facility construction.
- d. While every effort has been made to ensure the accuracy and completeness of information in this RFQ, we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their Qualification all pertinent information in accordance with the objectives of the CITY.
- e. The CITY will consider and rank A&E firms on qualifications and other criteria. Factors to be considered shall include, but are not limited to: ability of professional personnel and Project team; relevant experience, past performance and current workload; responsiveness to and understanding of the scope of work; Project approach; litigation; Project schedule; and other such factors which may be determined to be applicable to services or particular scope of work being sought. The CITY reserves the right to ask for additional information and/or clarification from or about any or all of the A&E Firms. **The CITY reserves the right to reject any or all responses received.** The CITY may select from the submissions or create a shortlist of A&E Firms. The firms in the shortlist may be asked to make a presentation of their proposal.
- f. **Deadline for Receiving Questions:** All questions regarding this RFQ shall be received in writing by **5:00 PM on Thursday, August 9, 2018** and shall be addressed to Brian Frix, P.E., via e-mail to brian.frix@conyersga.gov. No questions will receive a response after this time. All questions and responses will be placed on the CITY web site at <http://www.conyersga.com/businesses/bid-opportunities> in an addendum format. Questions and answers will be provided to competing firm(s).
- g. **Deadline for Receiving Qualifications:** A&E Qualification Responses are due in a sealed envelope (five (5) bound copies and one electronic copy on a CD in PDF format required) and clearly marked "DESIGN RFQ New CITY Hall Complex" by **Thursday, August 16, 2018 at 3:00 PM** to: CITY of Conyers, 1184 Scott Street, Conyers, Georgia 30012. Any proposals received after this deadline will not be given consideration. Late delivery made by courier or delivery services is **NOT** excusable. Fee proposals must be submitted in a separate sealed envelope (one (1) copy required) and clearly marked "DESIGN Fee Proposal for New CITY Hall Complex". After reviewing and ranking of qualifications, fee proposals will be opened for the top three highest ranked, fully qualified proposals and evaluated to determine the greatest value to the CITY.
- h. **Opening of Qualifications:** Proposals will be opened for the review process on **Thursday, August 16, 2018 at 3:05 PM** at 1194 Scott Street, Conyers, Georgia 30012. Each submitting firm

will be notified of the selection results. The CITY is **NOT** responsible for any costs incurred by the design firm prior to signing a contract.

2. SCOPE OF WORK:

a. Description of Project

The New Conyers CITY Hall complex will be located on a site currently owned by the CITY and will be a two-story, 28,000 SF facility with underground employee parking garage, to include Council Chambers, public meeting rooms, and CITY administrative offices. The construction delivery method is anticipated to be a Construction Manager at Risk (CM@R) with a total Project budget not to exceed **\$10,000,000.00**. The final budget may be revised by the CITY due to changes in programmatic requirements, funding availability, or other factors.

b. Design Services

Anticipated building design services shall include, but not limited to the following: architectural design of the building; design of all building electrical, mechanical and plumbing systems; estimation of Project construction costs; interior design services by a licensed interior design professional; landscaping by a licensed landscape architect; and furniture and equipment bid documentation. Architect shall provide all drawings and specifications necessary for bidding and completing the development and construction of this Project. Architect shall be prepared to present plans and specifications to CITY staff and CM@R. All architectural plans, interior design and purchase of furniture and equipment for this Project will be subject to approval by the CITY.

Anticipated site design includes, but not limited to the following: boundary and topography survey work needed to provide a base plan; geotechnical analysis of site with regard to soil bearing capacity, location of rock and/or unsuitable base materials; development of site plans, and erosion control plans; the design of detention basins and associated structures and the provision of all necessary hydrology studies; design of storm and sanitary sewer systems needed to service the building or site; design for the provision of all water (including fire services lines and hydrants), telephone, electric, data communication, and gas service to the building; design of landscape planting and irrigation system; design of vehicular and pedestrian circulation system; design of exterior security and pedestrian system lighting;. A Site Plan must be prepared which clearly depicts the harmonious integration of the New CITY Hall Complex and its associated site development with the surrounding residential and commercial areas. The site design shall conform to the Georgia Stormwater Management Manual and the Manual for Erosion and Sediment Control in Georgia, current editions.

Design services shall also include coordination with the Construction Manager at-Risk in developing a Guaranteed Maximum Price (GMP) for construction and revising plans accordingly to meet the target budget.

c. Construction Administration Services

Anticipated construction administration services include but are not limited to: assist the CITY in selecting a Construction Manager at-Risk and observing construction progress. During construction, the A/E design team will review contractor submittals and shop drawings, answer contractor requests for information (RFI), conduct periodic site visits, verify conformity to design requirements, monitor scheduled progress, attend owner/architect/contractor (OAC) meetings, review contractor payment applications, develop the construction punch list, and conduct final inspections, work with contractors and make recommendations to the CITY to resolve conflicts and problems that may arise during the course of the Project; evaluate requests for changes in the Project, exclusive of design services, and if necessary recommend supplemental agreements.

d. **Site Familiarization**

The A&E Firm shall visit and familiarize himself with the Project site, acquainting himself with all local conditions involved in the prosecution of this Agreement. The A&E Firm may request that a representative of the CITY accompany him on his site visit. As work progresses either party may request a conference or additional field inspection to discuss phases of work if required. In this event, the parties shall agree on a time and place for the conference or inspection and each party shall attend. All conferences and meetings shall be held at a location that will not be a direct cost to the PROJECT.

e. **Utility Coordination**

The A&E Firm shall identify all privately, publicly or cooperatively owned utility companies adjacent to the PROJECT. The A&E Firm shall use this information and the results of its survey to identify any conflicts between the proposed PROJECT and the existing utility locations. The A&E Firm shall make no commitments to the utility companies that are binding upon the CITY. The CITY will conduct all negotiations with the utilities and authorities; however, A&E Firm will participate in such negotiations at the request of the CITY.

f. **Right of Entry**

The A&E Firm will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with the practices of the CITY. The A&E Firm shall discuss with and receive approval from the CITY prior to sending said notices of intent to enter private property. Upon request by the A&E Firm, the CITY will provide the necessary documents identifying the A&E Firm as being in the employment of the CITY for the purposes described in the Agreement. If the property owners or occupant denies the A&E Firm permission to enter, such incident will be reported to the CITY and the CITY will initiate such action as is dictated by current policy and procedure.

g. **Data Collection and Accuracy**

The A&E Firm shall gather from the CITY all available data and information pertinent to the preparation of the PROJECT plans. The CITY shall have the final decision as to what data and information is pertinent. The A&E Firm shall check the data and information furnished by the CITY for accuracy and to insure that the data and information meet appropriate design standards. The A&E Firm shall report, in writing, the results of any errors or omissions contained in the data and information furnished by the CITY.

h. **CITY Approvals**

The A&E Firm shall receive the CITY's written approval to proceed with any phase of the PROJECT. Failure to receive such approval will result in the A&E Firm assuming all costs for that phase until written approval to proceed has been obtained from the CITY.

i. **Delivery of Documents**

Except as otherwise provided herein, the A&E Firm shall submit all documents, reports, supplemental specifications, special provisions, sketches, design notes, and other papers and supporting data required under this Agreement to the CITY in duplicate. Deliverables shall be sent to CITY of Conyers, 1184 Scott Street, Conyers, Georgia, 30012, or at such other place or places as maybe subsequently designated by written notice to the A&E Firm.

j. **Progress Reports**

The A&E Firm shall report to the CITY on suitable forms approved by the CITY, the status of work on the last day of each month during the life of the Agreement. Prints of current plans may be required where necessary to support progress reports. The report shall include, but is not limited

to:

1. Activities (specific tasks) during this period (by phase)
2. Meetings during the period
3. Submissions during the period
4. Deliverables completed during the period
5. Status of schedule (ahead or behind); reason for being behind
6. Quality assurance activities

k. **Preliminary Design Plans**

Plans shall be submitted for review at 50 and 90 % completion or as deemed necessary by the CITY. A&E firm shall provide both digital and printed copies of plans at the request of the CITY.

l. **Final Plans**

The A&E Firm Shall provide three (3) full sets of and a digital copy of final plans.

m. **Review Of Work**

Authorized representatives of the CITY may at all reasonable times review and inspect the Project activities and data collected under this Agreement and amendments hereto. All reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the A&E Firm shall be available to authorized representatives of the CITY for inspection and review at all reasonable times. The CITY's review recommendations shall be incorporated into the plans by the A&E Firm. Acceptance by the CITY shall not relieve the A&E Firm of its professional obligation to correct, at the A&E Firm's expense, any of its errors in the work. The CITY may request at any time that the A&E Firm produce progress prints or copies of work as performed under this Agreement. Refusal by the A&E Firm to submit progress reports and/or plans shall be cause to withhold payment to the A&E Firm until the A&E Firm complies with the CITY's request in this regard.

n. **Supervision And Control**

The A&E Firm shall perform the services required to accomplish the Work plan as stated herein under such control and supervision by the CITY as the CITY may deem appropriate. Plans shall be submitted through the standard review process to the CITY of Conyers Planning & Inspections Department. Building Plans shall comply with the current version of the Georgia State Minimum Codes with Georgia Amendments. Architectural requirements as set forth in Section 8-7-39, MxD, Mixed-Use Development. Site and Development Plans shall comply with all CITY of Conyers Code of Ordinances not specified in this section.

3. LOCATION MAP



4. SUBMISSION REQUIREMENTS

All submissions will be in 12 point type, single sided pages. The following information shall be included in the Technical Proposal. Submit five (5) copies and one electronic copy on a CD in PDF format for review.

a. Cover Page

b. Letter of transmittal, to include:

- Title of proposal,
- Firm name and address,
- Brief introduction of firm/team,
- Brief statement of understanding of work to be done,
- Contact name and telephone number in regards to the submittal,
- Contact name and telephone number for primary person that would be assigned to the Project if firm is successful,

c. A&E Firm Profile and Project Team

- Include the location of the office from which work is to be performed,
- Include how many years in business under the name stated,
- Provide organizational chart,
- Provide biographical background data of key or professional staff personnel (in matrix or similar format) who will be performing the actual work for this Project, noting availability and current commitments,
- List all sub consultants and a short description of their role on this Project.
- Please limit individual resumes to two (2) pages,

d. A&E Firm Experience, Past Performance, and Current Workload

- Show past experience and expertise in designing municipal/governmental buildings, with specific consideration given to design of CITY Hall Complexes. Provide examples in matrix or similar format).
Within this section provide the following information:
 - Project name and scope
 - Construction cost and completion date
 - Names of owner and general contractor
- Provide information on current and future Projects to which your firm is committed (in matrix or similar format), including the estimated cost of these Projects,
- Provide at least three (3) references and contact telephone numbers.

e. Project Approach

- Provide a description of the A&E Firm's approach in performing the design of the Project. The CITY is especially interested in any proposed cost savings measures that should be considered.
- Describe your Firm's philosophy on handling construction administration,
- Do the same personnel providing Design Services also oversee the Construction Phase?
- How are Owner's Advisory Meetings set up?

f. Litigation

- State whether or not your firm has been involved in any litigation within the past ten (10) years arising out of your performance – explain fully.

g. Project Schedule

- o Provide a bar graph of the A&E Firm’s proposed schedule for performing each phase of the PROJECT.

h. Required Forms

- o Acknowledgement of Addenda Form
- o Contractor E-Verify Affidavit under O.C.G.A. § 13-10-91(b)(1)
- o Affidavit Verifying Status for City Public Benefit Application
- o Tax Compliance Form (W-9 provided by Contractor)
- o Non-Collusion Affidavit, Compliance with O.C.G.A 36-91-21(e)

5. FEE PROPOSAL:

- a. Provide a fee proposal, in a separately sealed envelope within the RFQ response, to cover all consulting fees needed to complete the work described in this RFQ. The total fee proposed shall be considered to be inclusive of all fees which will be generated by the primary architect and all sub-consultants whose consulting services are required to complete the work described in Section 5, Scope of Work. If the architect anticipates that services will be required to complete the work which will involve consulting services not outlined in the Scope of Work, the Fee Proposal should describe these services in a distinct line item. The architect shall describe completely any expected reimbursable expenses and provide rates and/or per diem fees if applicable.

6. SELECTION PROCEDURE:

The CITY intends to make a single award to the responsive and responsible most qualified respondent meeting all requirements identified herein. The evaluation committee will review each qualification received utilizing the following criteria:

Letter of Transmittal	Pass/Fail
A&E Firm Profile and Project Team	25 points
A&E Firm Experience, Past Performance, and Current Workload	40 points
Project Approach	15 points
Litigation	10 points
Project Schedule	10 points
<u>Completion and Submission of Required Forms</u>	<u>Pass/Fail</u>
Total	100 Points

7. SCHEDULE OF EVENTS

The following Schedule of Events represents the CITY’s best estimate of the schedule that will be followed. All times indicated are Eastern Standard Time. The CITY reserves the right to adjust the schedule as deemed necessary.

Issue RFQ	July 11, 2018
Written Questions Due	August 9, 2018 by 5:00 PM
Response to Written Questions	August 10, 2018 by 5:00 PM
RFQ Due Date and Time	August 16, 2018 @ 3:00 PM
Opening of RFQ Date and Time	August 16, 2018 @ 3:05 PM
Interviews (if required)	August 30, 2018
Evaluation & Final Selection	September 20, 2018
Council Approval	October 3, 2018
First Meeting w/ CITY	October 17, 2018

8. EXHIBITS A-F

All exhibits attached to this RFQ are intended to provide the CITY’s perspective and vision of the desired objectives and final deliverable. Envisioned site plan and floor plans are attached, but were created primarily for budgetary planning purposes. They are conceptual only and should not be interpreted as limiting the design professionals’ options. The CITY acknowledges that site constraints, structural design, environmental and building regulations, and the experience and knowledge of the selected A&E team will have major impacts on this Project.

- A. CITY Hall Site Plan
- B. CITY Hall First Floor Plan
- C. CITY Hall Second Floor Plan
- D. CITY Hall Basement Floor Plan
- E. CITY Hall Rendering
- F. Rock Bore Log & Map

9. PRELIMINARY CONTRACT AGREEMENT

APPENDIX A includes a preliminary Contract Agreement containing key general provisions to further explain the scope of work. By responding to the RFQ, the respondent agrees that, should he be awarded the Project, he will enter into a Contract Agreement in the form included with the RFQ package. Suggested changes by the A&E Firm in the agreement should be red lined and returned to the CITY with the RFQ response. The respondent affirms that he has thoroughly reviewed and is familiar with the terms of said Contract Agreement.

10. COST OF QUALIFICATION

The CITY of Conyers assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a qualification. The entire cost of preparing and submitting Qualifications, including oral presentations if required, or any work in connection therewith will be borne by the submitting firm or team of firms.

Firms shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY of Conyers for the purpose of influencing consideration of this qualification.

11. INSURANCE REQUIREMENTS

Refer to Appendix A, General Conditions, paragraph 3 for insurance requirements.

12. PRESENTATIONS / INTERVIEWS

At the CITY’s discretion, presentations and/or interviews may be requested as part of the evaluation process. No more than the three highest ranking firms may be invited to participate. Presentations and/or interviews will last for a maximum of one hour. If presentations and/or interviews are conducted, the selection committee will rate each firm according to the points listed below:

Methodology Presented	50 points
<u>Committees Overall Impression</u>	<u>50 points</u>
Total	100 points

Acknowledgement of Addenda Form



REQUEST FOR QUALIFICATIONS
TO PROVIDE
ARCHITECTURAL AND ENGINEERING SERVICES
CONYERS CITY HALL COMPLEX

The undersigned hereby acknowledges receipt of the following addenda: (inset the number and date of Addendum below; if none, insert "None")

Company Name

Name and Title of Authorized Individual

Signature

Date

Contractor E-Verify Affidavit under O.C.G.A. § 13-10-91(b)(1)



**Physical performance of services: Any physical labor and/or any services totaling over \$2499.99 in value
Contract: Any agreement in which payment for labor and/or services will be made (verbal, written or PO)**

Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov (click on E-verify Homepage, see start here direction.)

It is the responsibility of the Contractor to obtain additional E-Verify Affidavits on every Sub-Contractor for this Project.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the CITY of Conyers has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Project Name: _____ Date of Project: _____

Legal Name of Contractor: _____

Address: _____ CITY: _____ State: _____ Zip Code: _____

Federal Work Authorization User Identification Number (E-Verify Number): _____ (4-6 digit numeric #)

Date of Authorization: _____

I have no employees and do not intend to hire any employees. I will provide a photo copy of my State DL or State ID Driver's License Number: _____

My state does not require the use of the E-Verify program.

The undersigned contractor agrees to comply with the federal work authorization program (E-Verify) during any contract entered into with the CITY of Conyers from this date forward. If the contractors E-Verify status changes at any time, the contractor shall notify the CITY of Conyers in writing prior to entering into any new contract or bid.

I hereby declare under penalty of perjury that the foregoing is true and correct

Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Executed in _____ (CITY), _____ (State)

NOTARY PUBLIC Signature

My Commission Expires

Affidavit Verifying Status for City Public Benefit Application



By executing this affidavit under oath, as an applicant for award of a contract with the City of Conyers, Georgia, I _____. *[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity.]* am stating the following as required by O.C.G.A Section 50-36-1:

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of applicant

Date

Printed name

*

_____ Alien registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____.

Notary Public

My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Contractor Affidavit under O.C.G.A. § 36-91-21(e)



NON-COLLUSION AFFIDAVIT

The undersigned hereby certifies that this proposal is in compliance with O.C.G.A § 36-91-21(e)

(Submitting Company Name)

(Authorized Individual Name and Title)

(Signature)

(Date)

EXHIBITS A thru F



CONYERS CITY HALL

3.15.2018

SITE PLAN



CONYERS CITY HALL

FIRST FLOOR PLAN

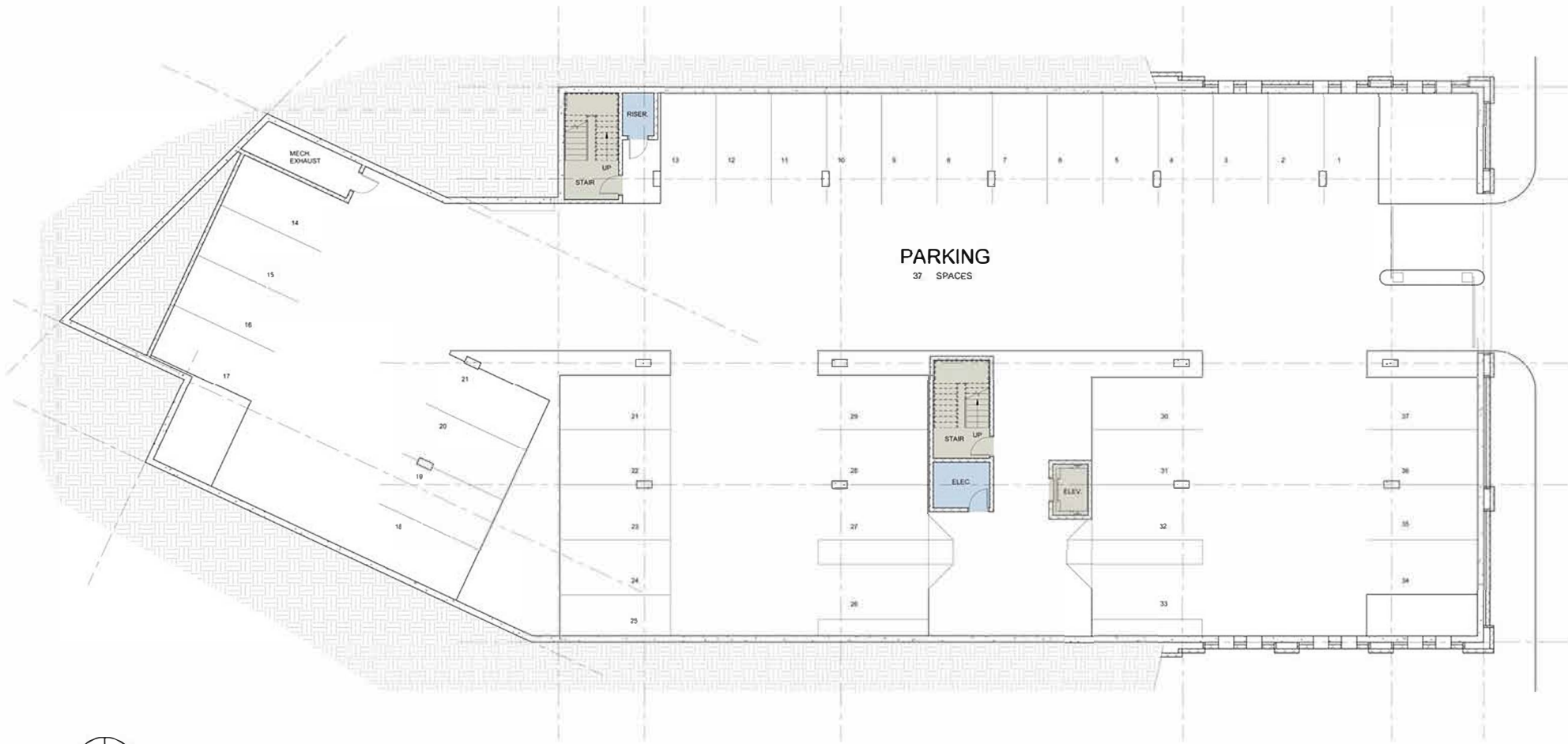
3.15.2018



CONYERS CITY HALL

SECOND FLOOR PLAN

3.15.2018



CONYERS CITY HALL

BASEMENT FLOOR PLAN

3.15.2018



CONYERS CITY HALL

3.15.2018





CONSTRUCTION MATERIALS SERVICES, INC.
105 Park 42 Drive Suite A; Locust Grove, GA 30248-2545
Phone: (770) 914-1744 Fax: (770) 914-0412
Email: info@cmsnatl.com

Geotechnical Engineering - Materials Testing - Asphalt Mix Design - Soil Surveys – Environmental

Brian:

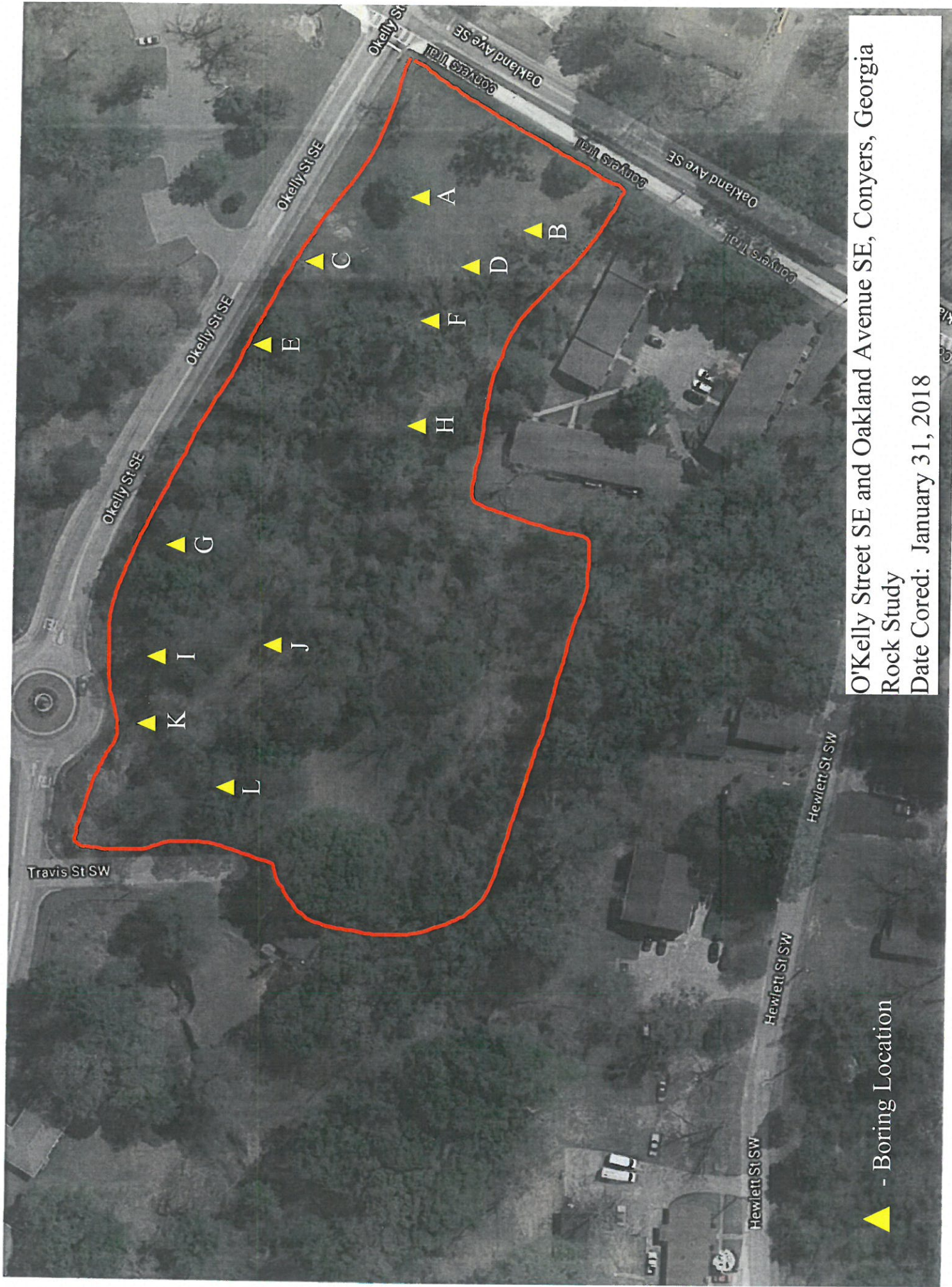
The table below depicts the boring location and the depth when auger encountered rock.

Boring Location	Depth to Rock from Existing Surface (in)
A	21
B	18
C	25
D	38
E	29
F	66
G	33
H	46
I	66
J	34
K	103
L	72

If you have any questions, please call my office.

Respectfully submitted,

Andrew Johnson, PE



O'Kelly Street SE and Oakland Avenue SE, Conyers, Georgia
Rock Study
Date Cored: January 31, 2018

▲ - Boring Location

APPENDIX A

PRELIMINARY CONTRACT AGREEMENT

THIS AGREEMENT, made by and between **CITY OF CONYERS, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia hereinafter called "CITY", and _____, a Company doing business as a corporation of the CITY of _____, County of _____, and State of Georgia hereinafter called "A&E Firm".

WITNESSETH THAT:

WHEREAS, the CITY desires to engage a qualified and experienced A&E Firm to perform certain services relative to the design of a new CITY Hall Complex hereinafter called (the PROJECT); and

WHEREAS, the A&E Firm has represented to the CITY that it is experienced and qualified to perform the services contemplated and acknowledges that the CITY has relied upon such representation.

NOW, THEREFORE, the CITY and the A&E Firm in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:

Section 1. EMPLOYMENT OF A&E FIRM

The CITY hereby engages the A&E Firm and the A&E Firm hereby agrees to perform the services hereinafter set forth.

Section 2. SCOPE OF SERVICES

The A&E Firm agrees for the consideration specified herein to perform design and other technical services in strict accordance with the Contract Agreement, General Conditions and Detailed Scope of Services, which are attached hereto.

Section 2b. SERVICES PROVIDED BY THE CITY:

It is agreed and understood that certain services, if required, will be performed and furnished by the CITY in a timely manner so as not to delay the A&E Firm unduly in the performance of the A&E Firm's obligations under the terms of this Agreement. The services shall include the following:

2. b.1 Information to the A&E Firm: Providing to the A&E Firm all criteria, standards and full information as to the CITY'S requirements for the PROJECT including pertinent data from other A&E Firm working on similar Projects, if deemed applicable in the sole discretion of the CITY.

2. b.2 Staff Responding to A&E Firm Expeditiously: Examining all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the A&E Firm, obtaining advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and rendering written decisions, if deemed necessary by the CITY, pertaining thereto within a reasonable time so as not to delay the services of the A&E Firm.

2. b.3 CITY Staff Giving Notice of Problems: Giving prompt written notice to the A&E Firm whenever the CITY observes or otherwise becomes aware of any defect in the PROJECT or changed circumstances.

2. b.4 Access to Property: Upon request by the A&E Firm, guaranteeing access to and making

necessary provisions for the A&E Firm to enter upon public and private property as required for the A&E Firm to perform his services under this Agreement.

2. b.5 Negotiations with Utilities and Authorities: The CITY will conduct all such negotiations related to this Agreement, except where portions of this work may be specifically delegated to the A&E Firm under other provisions of this Agreement. The A&E Firm will participate in such negotiations at the request of the CITY.

Section 3. TIME OF PERFORMANCE

The services of the A&E Firm for the tasks described in the Detailed Scope of Services are to commence upon execution of this Agreement and a Notice to Proceed by the CITY then all work shall be completed by **DATE**. The CITY shall have the right to extend or supplement this Agreement for such additional time periods as it may require by so notifying the A&E Firm in writing not less than thirty (30) days before this Agreement is terminated pursuant to the terms set forth herein. The A&E Firm shall not proceed on any phase of the design until authorized in writing by the CITY. The A&E Firm shall not be held responsible for delays in performance that occur through no fault of the A&E Firm.

Section 4. COMPENSATION FOR A&E FIRM SERVICES

It is agreed that the compensation hereinafter specified shall be for actual costs incurred, both direct and indirect, chargeable to the PROJECT under generally accepted accounting principles and not prohibited by the laws of the State of Georgia.

Section 4.a. TOTAL COMPENSATION:

The total compensation to be paid to the A&E Firm for the work contemplated hereunder shall be as described below. Compensation shall be identified in conjunction with the Phases listed in the Detailed Scope of Services hereof. The parties hereto agree that the maximum obligation of the CITY to the A&E Firm for compensation under the terms of this Agreement shall not exceed

Section 4.b. CONTRACT PAYMENTS:

The A&E Firm may submit a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment of services that were completed during the calendar month. Invoices shall be itemized to reflect the percentage of each phase completed. The CITY shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual stage of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the A&E Firm to the point indicated by such invoice, or of receipt of acceptance by the CITY of the services covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report, which outlines the total work accomplished for each phase, a description of the percentage of total work completed for each phase during the billing period, any problems that may be inhibiting the PROJECT execution as well as an accurate updated schedule.

Section 4.c. FINAL PAYMENT:

Upon completion by the A&E Firm of the design work, including the receipt of any final written submission of the A&E Firm, the CITY will pay the A&E Firm a sum equal to one hundred percent (100%) of the compensation set forth herein for the design, less the total of all previous partial payments paid or in the process of payment.

The A&E Firm agrees that acceptance of the final payments for design shall be in full and final settlement of all known claims arising against the CITY for work done, materials furnished, costs incurred, or arising out of this Agreement and supplement(s) and shall release the CITY from any and all further claims which are known or reasonably could have been known to exist and for any and all work done, and labor and materials furnished, in connection with same.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered.

Dated this _____ day of _____, 20____

CITY OF CONYERS, GEORGIA

ATTEST _____
CITY Clerk

By _____ (SEAL)
Mayor
CITY of Conyers

CONSULTANT

ATTEST _____
Secretary or Assistant Secretary

By: _____ (SEAL)
President or Vice-President

Approved as to Form:

CITY Attorney

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

1.1 List of Documents

The Contract Agreement, any required bonds, the General Conditions, Detailed Scope of Work, Specifications, Drawings, Exhibits, and all Supplemental Agreements shall constitute the Contract Agreement Documents.

1.2 Conflict and Precedence

The Contract Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Contract Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

2. COVENANT AGAINST CONTINGENT FEES

The A&E Firm shall comply with the relevant requirements of all Federal, State, CITY or local laws. The A&E Firm warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the A&E Firm for the purpose of securing business and that the A&E Firm has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3. INSURANCE

The A&E Firm shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify both CITY and A&E Firm against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent acts or activity of the A&E Firm during the term of this Agreement. The certificate holder shall be shown as CITY OF CONYERS CITY COUNCIL, 1184 Scott Street, Conyers, Georgia 30012. The liability under such insurance policy(s) shall be not less than:

- A. **WORKERS COMPENSATION** - Coverage to apply for all employees for statutory limit compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$100,000.00 per accident/ \$500,000.00 disease policy limit/ \$100,000.00 disease - each employee.
- B. **COMPREHENSIVE GENERAL LIABILITY** - Shall have minimum limits of \$1,000,000.00 per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed

Operations, Broad Form Property Damage, XCU Coverage, Blanket Contractual Liability, and Personal Injury Coverage.

C. **BUSINESS AUTO LIABILITY** - Shall have minimum limits of \$1,000,000.00 per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles.

D. **PROFESSIONAL LIABILITY** - Professional Liability Insurance with a limit of not less than \$1,000,000.00.

NOTE: In B & C either Underlying must equal \$1,000,000.00 or Underlying plus Excess must equal \$1,000,000.00.

E. The CITY of Conyers CITY Council is to be included as an **ADDITIONAL INSURED** on both the Comprehensive General Liability and Business Auto Liability Policies and Umbrella if necessary.

F. An appropriate **HOLD HARMLESS CLAUSE** shall be included.

G. It shall be the responsibility of the A&E Firm to ensure that all subcontracts comply with the same insurance requirements that A&E Firm is required to meet.

H. Certificates of insurance, policies, bonds, and any other contract requirements meeting the required Risk Management and Insurance provisions shall be forwarded to the CITY's Finance Department with the executed Contract. A renewal certificate should be forwarded to the Finance Department 30 days prior to the expiration date of the policy. There should also be a 30-day notification to the CITY in the event of cancellation or modification of any stipulated insurance coverage. It will be the responsibility of the Finance Department to monitor contract requirements.

I. All Insurance Policies of A&E Firm will be required to be written on an Occurrence Basis. If a particular A&E Firm has insurance that is written on a Claims-Made Basis, these policies should be referred to the Finance Department for review and recommendation to the CITY Council. When requesting evidence of insurance (certificates/policies) from A&E Firm, it should be clearly stated on the Certificate of Insurance or Insurance Policy whether the policy is written on an Occurrence Basis or Claims-Made Basis. A Claims-Made Policy may be acceptable, but does require special review and tailoring for certain items. The Finance Department will assist with this process. When a Claims-Made Policy is acceptable, actual copies of the policies will be required to be forwarded to the CITY's Finance Department.

J. Any certificates of insurance naming an insurance company that does not have at least a "B" rating by A. M. Best & Company shall be referred to the Finance Department for review and recommendations to the Conyers' CITY Council.

K. All insurance documentation and approvals must be in place before the commencement of any work. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATES MEETING THE ABOVE REQUIREMENTS SHALL HAVE BEEN DELIVERED TO AND APPROVED BY THE CITY.

4. PROHIBITED INTERESTS

- A. Conflict of Interest: The A&E Firm agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The A&E Firm further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

- B. Interests of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

5. INDEMNIFICATION

A&E Firm agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor and Council, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the negligent or wrongful acts of the A&E Firm. A&E Firm's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

A&E Firm further agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor and Council, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the A&E Firm.

6. INDEPENDENT CONTRACTOR

The A&E Firm shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the A&E Firm or of its agents or employees to be the agent, employee, or representative of the CITY, nor imply any rights under any tax exemption the CITY might enjoy.

7. SUBCONTRACTING

The A&E Firm shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of subcontractor. All subcontracts in the amount of \$5,000.00 or more shall include the provisions set forth in this Agreement.

8. ASSIGNABILITY

The A&E Firm shall not assign or transfer whether by an assignment or notation, any of its rights obligations, benefits, liabilities or other interest under this Agreement without the prior written consent of the CITY.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the A&E Firm agrees as follows:

- A. The A&E Firm will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.
- B. The A&E Firm will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.
- C. The A&E Firm will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies of raw materials.

10. ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The A&E Firm hereby promises to comply with all applicable "Anti-Kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

11. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of architects, draftsman, technical engineers and engineers, and technicians of subcontractors performing work under this Agreement shall be promptly reported in writing by the A&E Firm to the CITY for the latter's decision, which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the A&E Firm from its responsibilities as primary contracting party with such subcontractors.

12. PERSONNEL AND EQUIPMENT

The A&E Firm represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with the CITY. Primary liaison with the CITY will be through a representative designated by the A&E Firm. All of the services required hereunder will be performed by the A&E Firm under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

All professional personnel, including subcontractors, engaged in performing services for the A&E Firm under this Agreement are indicated in a personnel listing attached hereto and incorporated herein by reference. No changes or substitutions shall be permitted regarding the A&E Firm's professional personnel and sub-contractors as set forth herein without the prior written approval of the CITY.

The A&E Firm shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The A&E Firm shall endorse all reports, calculations, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the A&E Firm and responsible for the work prescribed by this Agreement.

13. ACCURACY OF WORK

The A&E Firm shall be responsible for the accuracy of the Work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the CITY will not relieve the A&E Firm of the responsibility for subsequent correction of any errors and the clarification of any ambiguities or the costs associated with any additional work, which may include construction costs caused by errors in, or omissions from, the plans prepared by the A&E Firm. The A&E Firm shall prepare any plans or gather data required to correct said errors or omissions.

At any time during the construction of the improvement provided for by the plans or during any phase of work performed by others based on data secured by the A&E Firm under the Agreement, the A&E Firm shall confer with the CITY for the purpose of interpreting the information obtained and to correct any errors or omissions made by it. The A&E Firm shall prepare plans or data required by the CITY to correct its errors or omissions. The above consultations, clarifications or corrections shall be made without added compensation to the A&E Firm.

The A&E Firm will be required to make a review of the items furnished by the CITY and shall report to the CITY in writing as to the sufficiency of the information furnished within ten (10) calendar days from the date said items are provided by the CITY. The A&E Firm shall give immediate attention to these changes so there will be minimum of delay to others. Any corrective action needed shall be made by the CITY or included as work to be performed by the A&E Firm as a Supplemental Agreement.

14. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the A&E Firm's compensation, which are mutually agreed upon by and between the CITY and the A&E Firm, shall be incorporated in written Supplemental Agreements to this Agreement.

Changes that involve an increase in the budgeted contract amount shall require the written approval of the CITY. Changes to the scope of work that do not involve increasing the Project budget maybe approved by CITY staff.

15. FINDINGS CONFIDENTIAL

The A&E Firm agrees that its conclusions and any reports are for the confidential information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the A&E Firm pursuant thereto shall become the property of the CITY.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the A&E Firm without prior written approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the A&E Firm. In the event such information is released by the CITY or by the A&E Firm with such written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

16. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship.

17. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the A&E Firm shall make available to the CITY and/or representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the CITY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The A&E Firm shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request. The A&E Firm agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

18. A&E Firm COORDINATION

The A&E Firm shall cooperate fully with Federal government officials, municipalities and local government officials, utility companies, and others, as may be directed by the CITY. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by the CITY, furnishing plans and other data produced in the course of work on the Project, as may be requested from time to time by the CITY to effect such cooperation and compliance with all directives issued by the CITY.

It is understood and agreed that all work shall be subject to the approval of the CITY. The CITY will have access to the A&E Firm's work and be furnished information, including access to the A&E Firm's records for audit where such audit may be required by law. When and if deemed necessary or

desirable as the work progresses, representatives of the CITY, in order to assure compliance with the specifications in this Agreement and to review the development of the plans and special provisions, may visit the office of the A&E Firm.

If the CITY undertakes or awards other contracts for additional related work, the A&E Firm shall fully cooperate with such other consultant and CITY employees or appointed committee(s), and shall carefully fit its own work to such additional work as may be directed by the CITY. The A&E Firm shall not commit or permit any act that will interfere with the performance of work by any other consultant or by CITY employees.

19. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the A&E Firm to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in paragraph 14 above.

20. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices to the CITY shall be addressed as follows:

CITY of Conyers

1184 Scott Street

Conyers, GA 30012

Notices to CONSULTANT shall be addressed as follows:

Contact

Company

Address

21. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the A&E Firm shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the A&E Firm shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the A&E Firm of such termination, and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the A&E Firm under this Agreement shall become the property of the CITY, and the A&E Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the CITY.

22. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Agreement for its convenience at any time by a notice in writing to the A&E Firm. If the Agreement is terminated by the CITY as provided in this Article, the A&E Firm will be paid compensation for those services actually performed. Partially completed tasks will be compensated based upon a signed statement of completion to be submitted by the A&E Firm, which shall itemize each task element and briefly state what work has been completed and what work remains to be done. All such expenses shall be properly documented and submitted to CITY staff for processing. The Conyers' CITY Council shall be the final authority in the event of any disputes over authorized costs.

23. GOVERNING LAW, VENUE, AND JURISDICTION

All provisions of this Agreement are in all respects (including, but not limited to, all matters of interpretation, construction, enforcement, performance and the consequences of breach) to be governed and controlled by the internal laws of the State of Georgia, as amended and now in effect. In the event of any dispute between the parties arising out of or in connection with this Agreement, the parties agree that the sole proper forum for any cause of action shall be in the state courts of Rockdale County, Georgia.

24. PRESUMPTIONS

The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).