

### **Request For Proposals**

Architectural and Engineering Services for a
Water Department Administration building and other Water Department facilities

### 1 INTRODUCTION

The City of Cartersville is seeking proposals from qualified firms that are interested in providing architectural and engineering services for a Water Administration building, Distribution building, Water Lab and other smaller coverings.

This Request for Proposal (RFP) describes the required scope of services, consultant selection process and the minimum information that must be included in the proposal. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification.

### 2 PROJECT BACKGROUND AND DESCRIPTION

The City of Cartersville Water Department is in need of a new administration office, distribution warehouse, lab and storage area, along with one covered area for equipment storage. This RFP project is to produce a full set of architectural and engineering drawings, specifications, and necessary contract documents in order to let to construction. The city will be using the Construction Manager At-Risk method to construct these facilities.

### 3 GENERAL INFORMATION

The City of Cartersville Water Department is requesting proposals, which shall include as a minimum the tasks outlined in the RFP.

The City intends to award the Architectural and Engineering Services as a single services agreement (*Exhibit "A"* contains a draft agreement that is subject to revision).

### **4 SCOPE OF WORK**

The proposed scope of services includes but is not limited to: See *Exhibit "B & C"*. Additional services that a firm can provide should be presented in the proposal.

### **5 PROJECT SCHEDULE**

The proposed project schedule is as follows:

RFP Issued November 15, 2021 Proposals Due: 11:00 A.M. December 20, 2021

Preliminary Design - No Later Than 45 calendar days after receipt of NTP (The

Owner will require 14 calendar days for review)

Final Design - No Later Than 180 calendar days after receipt of NTP

Remaining services to be determined by construction schedule and related activities.

### **6 ELEMENTS OF PROPOSAL**

Please include the following in your proposal:

- 1. Project approach
- Project Team Description (with resumes emphasizing experience and capabilities of key personnel. Include and describe all sub-consultant services you believe are necessary).
- 3. Description of the project teams past record of performance on similar projects for which your firm has provided services. Also include client references that may be contacted by the City.
- 4. Projected company workload for services period and ability to perform work for this project given the schedule listed above.
- 5. Company proximity to and familiarity with the area where the project is located.
- 6. Listing of any pending or settled lawsuits or professional liability claims in which the designer was involved during the past five (5) years.
- Additional information the respondent believes to be relevant to the selection efforts.
- 8. Provide a schedule of fees for each phase of the pre-construction activities provided by the consultant.
- 9. Proposed design by company for this project.

### **7 SELECTION PROCESS**

Selection of the Architectural and Engineering consultant will be based on the proposal contents, prior experience of the firm, and specific experience and capabilities of the designated project manager and support staff. The firm, and in particular the project manager, must be fully capable in all areas outlined under the scope of work above. Key personnel shall have the professional license(s) issued by the State of Georgia as required for these services. Based upon this information, City staff will recommend a firm to the Mayor and City Council for award of the contract. The selected firm must be able to begin work immediately upon award of contract and must be able to maintain the required level of effort to meet the proposed schedule.

The evaluation criteria listed in the City of Cartersville Proposal Evaluation Form (*Exhibit "D"*) will be used to evaluate each consultant.

### **8 PRE-SUBMITTAL ACTIVIES**

### 8.1 Questions Concerning Request for Proposals

All questions regarding the RFP should be presented in writing to:

Freddy Morgan
Assistant City Manager
1 North Erwin Street (P.O. Box 1390)
Cartersville, Georgia 30120
Office: 770-387-5672
fmorgan@cityofcartersville.org

### 8.2 Revision to the Request for Proposals

The City reserves the right to revise the RFP prior to the date the Proposals are due. Addenda to the RFP shall be mailed to all potential Proposers. The City reserves the right to extend the date by which the Proposals are due.

### 9 PROPOSAL SUBMITTAL

Bid proposals are due back no later than December 20, 2021 at 11:00 AM at the office of the Assistant City Manager. Please provide seven (7) copies of the proposal document and electronic submissions via email to Freddy Morgan at fmorgan@cityofcartersville.org.

(If sent by courier): City of Cartersville

1 North Erwin Street

Cartersville, Georgia 30120

Attn: Freddy Morgan, Assistant City Manager

(If sent by regular mail): City of Cartersville

P.O. Box 1390

Cartersville, Georgia 30120

Attn: Freddy Morgan, Assistant City Manager

### 10 SPECIAL CONDITIONS

### 10.1 Reservations

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP or to procure or contract for work.

### 10.2 Public Records

All Proposals submitted in response to this RFP become the property of the City and are public records and as such may be subject to public review.

### 10.3 Right to Cancel

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, the City will notify all the Proposers in writing.

### 10.4 Additional Information

The City reserves the right to request additional information and/or clarifications from any or all Proposers.

### 10.5 Public Information

Release of Public Information selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Proposers desiring to release information to the public must receive prior written approval from the City.

### 10.6 Professional Services Agreement

The selected consultant will be required to sign the attached Professional Services Agreement (*Exhibit A*) and to provide the Insurance Certificates and all other required documentation within 10 calendar days of notice of award.

### 10.7 Insurance Requirements

The minimum insurance requirements are \$1 million (\$2 million aggregate) for comprehensive general liability insurance, \$1 million for workers' compensation, \$1 million for comprehensive automobile liability insurance and \$1 million for professional liability insurance. The City requires contractors, consultants and vendors doing business with it to obtain Errors and Omissions insurance as shown in the Professional Services Agreement.

### 10.8 Equal Employment Opportunity and Affirmative Action Requirements

The Proposers shall provide a Statement of Equal Employment Opportunity/ Affirmative Action. The Consultant and each subcontractor shall not discriminate in the employment of persons on the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or sex of such persons except as permitted Georgia law. The Consultant is expected to maintain policies similar to those of the City regarding equal employment opportunities and affirmative action as set forth in the City's Administrative Policies.

Bidders must comply with all the provisions of the "Georgia Security and Immigration Compliance Act" of 2007 and Georgia code §13-10-91 and §50-36-1.

## EXHIBIT "A" CITY OF CARTERSVILLE AGREEMENT FOR PROFESSIONAL SERVICES: LUMP SUM

### Water Department Administration Building & Other Water Facilities

WHEREAS, the City of Cartersville, Georgia, a municipal corporation organized and existing pursuant to the laws of the State of Georgia hereinafter referred to as the "City", is desirous of obtaining professional services in connection with the above referenced projects; and WHEREAS, (Consultant Name), (Consultant Location), hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Georgia and being duly authorized to do business in the State of Georgia; and

WHEREAS, the Consultant is desirous of performing the professional services for the City in connection with (**Project Name**)

### NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

#### **SECTION 1 - GENERAL**

**A. PERFORMANCE:** The performance of the Consultant shall be limited to the scope of services outlined as hereinafter set forth.

- **B. CITY'S AUTHORIZED REPRESENTATIVE:** The City of Cartersville City Manager is the liaison officer between the City Council and the Consultant. The City Manager has designated the administration, general supervision, and approval authority under this agreement to the Assistant City Manager, who shall be the City's representative for administration of the services to be performed under this Agreement, and shall receive all communications and information, arrange such conferences as deemed necessary, secure and obtain all comments, approvals, and/or notices to proceed from the City, and transmit such comments, approvals, and/or notices to proceed to the Consultant. The services to be performed by the Consultant under this Agreement shall at all times be subject to the general oversight and administrative approval of the Assistant City Manager.
- C. CONFERENCES: As the performance of this Agreement progresses, conferences shall be held from time to time at a mutually convenient location at the request of the Assistant City Manager. The Consultant shall prepare and present such information as may be pertinent or necessary to enable the Assistant City Manager to pass critical judgment on the features and progress of services under this Agreement. The Consultant shall make such changes, amendments, or revisions in the detail of any phase of services under this Agreement as may be required by the Assistant City Manager. If alternates or alternatives are to be considered, the Assistant City Manager shall have the right of selection. The Consultant shall, at the request of the Assistant City Manager, appear personally, prepare and present such documents and/or explanations to the City Council as may be requested.
- **D. INSURANCE AND INDEMNIFICATION:** The Consultant shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 1 to protect the Consultant and City throughout the duration of this Agreement. The Consultant shall not commit any act which shall invalidate any policy of insurance. The Consultant shall defend, indemnify and hold harmless the City in accordance with the indemnification requirements set forth in Attachment 1. The Consultant shall be subject to all terms and provisions set forth in Attachment 1 and the exhibits thereto.
- **E. PROGRESS REPORTS:** The Consultant shall furnish the City with monthly progress reports which shall indicate the percentage of work completed, together with a description of the work in progress under this Agreement. The Consultant shall also, upon request of the Assistant City Manager, furnish the necessary documentation to verify the reported progress.

- **F. ACCESS TO CONSULTANT'S RECORDS:** The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred in performing work covered by this contract. The Assistant City Manager shall have access to said documents and evidence for the purpose of inspection, audit and copying during normal business hours. All said documents shall be retained for three years from the date of final payment under the contract.
- G. OWNERSHIP OF DOCUMENTS: Consultant agrees that the City shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Agreement ("the Design Documents"). Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests. Consultant warrants to the City that the Design Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant. Upon completion or termination of this Agreement, Consultant will immediately turn over to City all Design Documents not previously delivered to City. To the extent any of Consultant's rights in the Design Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City's right in and to the Design Documents. The City agrees not to re-use the design specifications developed and provided by the Consultant for this project in the construction of another project without the prior approval of the Consultant, except that the City may re-use such design specifications without the prior approval of the Consultant, as long as the City shall indemnify the Consultant against any claim for negligent design relating to its re-use of said design specifications.
- **H. FEDERAL OR OTHER REQUIREMENTS:** There are no additional requirements that apply, other than the requirements of Section 1, Paragraph O.
- **I. TERMINATION:** If the City should desire to suspend or terminate the services of the Consultant under this Agreement, such suspension or termination may be effected by the City giving the Consultant 30 days written notice. Payment shall be made by the City for services rendered by the Consultant to date of termination.

### J. CHANGES IN SCOPE OF SERVICES:

- 1. Extra Work: Authorization for extra work shall be evidenced by the City in writing, in the form of a Supplemental Agreement. At the discretion of the City, work not called out in the Agreement or which is considered to be beyond the extent of a reasonable exploration of alternates and/or "trial and error" solutions in design procedure may be classed as extra work. Extra work will usually be of limited extent and may consist of, but is not necessarily limited to:
- a. The introduction of new items of work beyond the stated or implied scope of the Agreement.
- b. Redesign and/or detailing based on change of concept after prior approval and authorization to proceed and causing appreciable loss of work accomplished. This item consists of work required to revise plans and/or documents to the state of completion obtained prior to the order for change. At the option of the City, payment for extra work may be made on a fixed price; a cost plus a fixed fee; time and materials; or other mutually-agreed basis. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the City in writing of that fact. In the event the City determines that such work does constitute extra work, the City shall provide extra compensation to the Consultant as provided for above. No extra work shall be performed by the Consultant without receiving a written agreement from the City in advance.
- 2. Deletion of Work: Authorization for deletion of work shall be evidenced by the City in writing. At the discretion of the City, work items listed in Section 2 Scope of Services, or parts thereof, may be deleted from the project. Reduction to the Consultant's compensation as a result of deletion of work shall be based on the cost estimate of the work deleted. In the event that the Consultant had performed authorized

work on the items deleted prior to deletion, the cost of such work shall be retained in the Consultant's compensation.

**K. NONDISCRIMINATION:** The Consultant hereby acknowledges and agrees not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry or disability.

L. DISADVANTAGED BUSINESS ENTERPRISE/TARGETED SMALL BUSINESS (DBE/TSB) PROGRAM: This Professional Services Agreement does not include any DBE or TSB goal; however, the Consultant is encouraged to solicit DBE or TSB participation, and whenever possible, include DBE or TSB Sub-consultants for a portion of the work.

M. SUBLETTING OR ASSIGNMENT: The Consultant shall not sublet, assign, or otherwise dispose of any portion of the services to be provided by this Agreement without a written permission to sublet signed by the Assistant City Manager. Requests for permission to sublet shall be in writing, and shall name the organization which will perform the work, the work to be performed, and the dollar amount of the work to be performed. When requested by the Assistant City Manager, the Consultant shall provide a written report showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent by the City for the Consultant to sublet, assign or otherwise dispose of any portion of this Agreement, shall not relieve the Consultant of any responsibility for fulfillment of this Agreement, nor shall it in any way create a contractual relationship between the City and the Subconsultant. The Consultant agrees to include in and make a part of all sub-agreements all portions of this Agreement which relate to the Sub-consultants' work including the Nondiscrimination portions of this Agreement. The following listed Sub-consultants shall be deemed to be approved when this Agreement is executed: (Enter Name or None).

**N. CLOSE-OUT OF AGREEMENT:** Upon completion or termination of Services under this Agreement, the Consultant shall provide the City the following documents:

- 1. Documents as stated in Section 1.G of the Agreement.
- 2. Statement of Final Invoice.
- 3. Written report showing the actual amounts paid by the Consultant for services under this Contract to DBE/TSB if a goal is established.
- O. LAWS, REGULATIONS AND CODES: The Consultant hereby agrees that:
- 1. All work done as part of this Agreement which is subject to current Federal, State, or Local Laws, Regulations and/or Codes shall comply with such applicable Laws, Regulations and/or Codes.
- 2. All design and survey work under this Agreement shall be performed under the direction and control of an engineer, surveyor, or architect licensed in Georgia. Engineering, architectural, and land surveying documents, including plans, specifications, and reports, shall be sealed by an engineer, surveyor, or architect licensed in Georgia.
- **P. ATTORNEYS' FEES:** In the event the City is required to enforce the provisions of this Agreement due to a dispute between the Consultant and the City or to collect damages for the breach of this Agreement and if the dispute results in the filing of a legal action and/or demand for arbitration, mediation, or other form of alternative dispute resolution, or if the City is required to protect or defend itself, and the City prevails in whole or in part, the City shall be entitled to reasonable attorney's fees, costs and expenses, including but not limited to out-of-pocket expenses, expert witness fees and costs, depositions, and other expenses of the proceedings, including expenses of collection of any judgments or awards rendered there under.
- **Q. DEFENSE COOPERATION:** In the event that the City has to defend any claim or legal action relating to or resulting from goods or services pursuant to this Agreement, including but not limited to plans, specifications, or any other service provided under this Agreement, the Consultant shall cooperate fully with the City in defending such claim or action, including but not limited to, timely response to all requests by the City.
- **R. CITY POLICY AND PROCEDURES:** The Consultant hereby agrees to conform to City policy and procedures as they relate to this Agreement. Such policy and procedure shall include but is not limited to the following:

- 1. Invoice and billings for service.
- 2. City adopted Design Standards and specifications.
- 3. The Engineering Department standard format for reports, plans, and/or specifications includes:
- a. Plan Sheets: 11"x 17" preferred and 24"x 36" maximum size in AutoCAD digital format.
- b. Reports and/or specifications: 8.5"x11" in Microsoft Word digital format.
- c. Other formats only upon special approval of the Assistant City Manager.
- 4. Plan-review process including site-plan and review by City Departments at Tuesday Construction Meeting.
- 5. Include City Activity ID on all documents related to this Agreement.
- **S. NOTICE TO PROCEED:** The Consultant shall not begin work until a written notice to proceed is issued by the City of Cartersville. If Section 2 of this Agreement provides for the work to be completed in phases, a notice to proceed shall be issued for each phase.

### **SECTION 2 - SCOPE OF SERVICES**

**A. SERVICES PROVIDED BY CONSULTANT:** Detailed Scope of Services shall be as stipulated in Attachment No. 2, "Scope of Services," to Agreement. (If Agreement has Phases, Provide Detailed Scope by Phase, Otherwise Leave Blank)

### **B. OBLIGATION OF CITY TO CONSULTANT:** The City shall:

- 1. Provide available information, such as topography, site plans, building plans, mapping, and other information that mutually is agreed upon as pertinent to the project.
- 2. Designate a liaison officer from the City who will work directly with the Consultant to coordinate the collection of City-supplied data, arrange for meetings, and be responsible for the general coordination between the City and the Consultant.

SECTION 3 - COMPENSATION: The Consultant shall be compensated by the C	ity as follows:
A. LUMP SUM: Compensation to the Consultant for all services under this Agreen	nent shall be a Lump
Sum of \$, plus reimbursable costs as determined appropriate and accep	table by the Assistant
City Manager. The total amount of reimbursable costs shall not exceed the amount	of \$
B. TERMINATION: In the event of termination under Section I of this Agreemen	t, compensation to the
Consultant shall be as follows:	_

- 1. If this Agreement is terminated at the completion of any phase of service, compensation shall be the sum of fees for each phase completed.
- 2. In the event of termination during any phase of service, compensation shall be the sum of fees for each phase completed plus compensation for services rendered during that phase of work not completed. Compensation for services rendered shall include the Consultant's standard hourly rates plus compensation due sub-consultants for services rendered during that phase of work not completed plus reimbursable expenses related to that phase of service not completed.

### **C. DEFINITIONS:** The following definitions shall be used:

- 1. Salary costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, designers, technicians, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
- 2. Reimbursable expenses mean the direct non-salary expenses incurred by the Consultant which are directly attributable and properly allocable to the project. Such costs are not included in the overhead expense pool and may include: travel and subsistence, reproductions, computer charges, materials and supplies.

**SECTION 4 - COMPLETION OF WORK:** The Consultant shall complete all services outlined in this Agreement on or before (Date) providing no unforeseen delays are experienced beyond the control of the Consultant.

**SECTION 5 – PRIMARY CONTACTS FOR THIS AGREEMENT:** The Assistant City Manager has been designated as the primary contact person for the City of Cartersville.

Please address any correspondence directly to Freddy Morgan, City of Cartersville, P.O. Box 1390, Cartersville, GA, 30120.

The primary contact person for (Consultant Name), shall be (Consultant Contact person and contact info)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this ( ) day of ( ), 2022.

CITY OF CARTERSVILLE	(Consultant Name)
Mayor, Matt Santini	(Consultant Contact)
Attest:	
Julia Drake, City Clerk	
Form Approved:	
Keith Lovell, Assistant City Attorney	

### ATTACHMENT 1 CITY STANDARD PROFESSIONAL SERVICES INSURANCE & INDEMNIFICATION REQUIREMENTS

#### 1. GENERAL

The Consultant shall purchase and maintain insurance to protect the Consultant and the City of Cartersville, Georgia (CITY) throughout the duration of this agreement. Insurance must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to the CITY.

Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to the CITY, as evidenced by return receipts of registered or certified letters.

Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

Insurance in the following amounts and types will be required for this project.

- 1. Worker's Compensation Insurance in accordance with the laws of the State of Georgia and in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per each accident; Five Hundred Thousand Dollars (\$500,000.00) per Disease-Policy Limit; and Five Hundred Thousand Dollars (\$500,000.00) per disease-per employee, aggregate.
- 2. Commercial General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and/or property damage, with a Three Million Dollar (\$3,000,000.00) aggregate.
- 3. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
- 4. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000.00) per occurrence.
- 5. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to purchase and maintain the same types of insurance as are required of the Consultant.
- 6. "Umbrella" or "Excess" coverage cannot be used to reach limits stated in (2) and/or (3).

### 2. INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment, the term "Consultant" means and includes the Consultant, its officers, agents, employees, subcontractors, sub-consultants and others under the control of Consultant, and the term "CITY" means and includes the City of Cartersville, Georgia, its elected and appointed officials, and its agents, employees, volunteers, and others working on its behalf.

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Consultant's work.

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the Consultant.

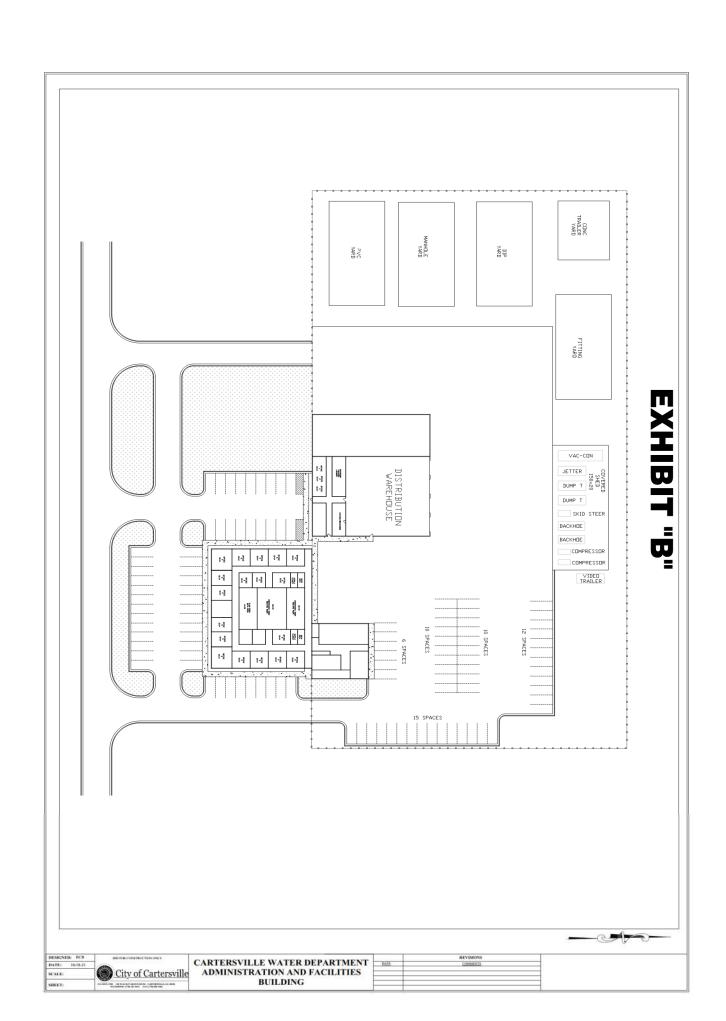
Consultant's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Consultant arising out of or in any way connected or associated with Consultant's work, except for and only to the extent caused by the negligence of the CITY. Consultant expressly assumes responsibility for any and all damage caused to City property arising out of or in any way connected or associated with Consultant's work.

Consultant shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel, and Consultant will observe all applicable safety rules.

### 3. WAIVER OF SUBROGATION

A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Consultant hereby releases the CITY, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Consultant's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Consultant to recover thereunder.



### EXHIBIT "C" SCOPE OF SERVICES

- **2.0 Project Description**: The City of Cartersville Water Department is planning to construct the following facilities on Douthit Ferry Road:
  - Water Administration Building Facility site shall house the water department headquarters to include at least 18 administrative offices, conference room, plan room, main welcoming center, etc. estimated at 12,000 gross square feet.
  - Water Lab Facility will be connected to the main administration building and is
    estimated at 4,000 gross square feet. The facility will need to contain separate labs for
    water and wastewater, an outside access for public and an open office concept for all
    parties located in lab.
  - Distribution Warehouse Facility shall house our distribution and collections crews estimated at 13,000 gross square feet. Facility will have 6 offices, kitchen, training room, etc. It also will be used to hold crew trucks and vac truck during bad weather.
  - Covered Storage Shed one covered and paved storage shed to house approximately 10-12 pieces of equipment, estimated at 5,000 gross square feet.
  - (Contact Brent Beck at 770-607-1166 or <u>bbeck@cityofcartersville.org</u> for all CAD files regarding building design)

### 2.1 Scope of Services:

- 2.1.1 The City is accepting proposals for Design Services to include Architectural, Civil, Mechanical, Electrical and Plumbing.
- 2.1.2 The Scope of Services shall be comprehensive including pre-design, a schematic of concept design, design development, construction documents, bidding, negotiations and construction administration.
- 2.1.3 Provide signed & sealed Architectural and Engineering drawings and specifications for all aspects of the construction, including but not limited to, the HVAC system, lighting & electrical system, plumbing and structural system. All system specifications shall be based on engineering calculations so as to properly size the systems for the building involved. All drawings and specifications shall be in sufficient detail to obtain construction bids from Construction Management At-Risk firms and apply for permits.
- 2.1.4 Attend pre-bid meeting and the pre-construction meeting.
- 2.1.5 Attend pre-bid meeting and the pre-construction meeting.
- 2.1.6 Provide a not to exceed fee for design services, including architectural and engineering.
- 2.1.7 Provide Hourly Fees for Services not specifically shown in the Scope

# Exhibit "D" CITY OF CARTERSVILLE PROPOSAL EVALUATION CRITERIA

The City will evaluate proposals, using the criteria and relative importance factors listed below to determine which proposal best meets the City's requirements.

### a) 30% Design Methodology

- Design Methodology Statement
- identification of decision milestones in the planning process
- employment of a Design Methodology that ensures that the vision and needs of the City are achieved

### b) 30% History, Stability and Economics of Firm

- firm's organizational structure and corporate history
- current workload of the firm
- location of design team
- Pending lawsuits or professional liability
- Affordable capital cost
- Affordable operating cost

### c) 40% Project Experience

- experience with similar designs for municipalities
- client references
- key staff resumes