

INVITATION TO SUBMIT
PROPOSAL

REQUEST FOR PROPOSALS
RFP NO.: RFP 12-0101-4

**ENGINEERING SERVICES FOR GATEWAY-HENDERSON BRANCH CANAL
DRAINAGE IMPROVEMENTS**

PRE-PROPOSAL CONFERENCE.: 2:00 P.M. OCTOBER 10, 2012

PROPOSALS RECEIVED BY: 2:00 P.M. OCTOBER 24, 2012

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN J. STONE	COMMISSIONER TABITHA ODELL
COMMISSIONER JAMES J. HOLMES	COMMISSIONER DAVID M. GELLATLY
COMMISSIONER PATRICK O. SHAY	COMMISSIONER DEAN KICKLIGHTER
COMMISSIONER PATRICK J. FARRELL	COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART
COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the qualification proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her qualification proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

 X GENERAL INFORMATION

 X PROPOSAL

 X SCOPE OF WORK w/ SITE LOCATION MAP

 X ATTACHMENTS A thru H

 X LEGAL NOTICE

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____
SIGNATURE

DATE

TITLE

COMPANY

MINORITY YES___ NO___

**CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AGENT
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1622**

DATE: September 19, 2012

RFP NO.: RFP 12-0101-4

GENERAL INFORMATION FOR REQUEST FOR QUALIFICATIONS

This is an invitation to submit a proposal to supply Chatham County with services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA** up to **2:00 P.M., OCTOBER 24, 2012**. Responses must either be mailed or delivered to the Purchasing Office. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a qualification proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a qualification proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our list.

A **pre-proposal conference** has been scheduled for **2:00 P.M., OCTOBER 10, 2012** at **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA**. Your attendance is welcome and recommended.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date will be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

INSTRUCTIONS TO PROPOSERS

1.1 Purpose: The purpose of this document is to provide general and specific information for use in submitting a qualification proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 How to Prepare Qualification Proposals: All proposals shall be:

- A. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

1.3 How to Submit Qualification Proposals: All proposals shall be:

- A. Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.
- B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
 - a. Mailing Address: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31416.
 - b. Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.

QUALIFICATION PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED. However, if a well justified request to delay receipt of proposals is received at least one work day before proposal due date, it will be considered.

1.4 How to Submit an Objection: Objections from Offerers to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- A. When a pre-proposal conference is scheduled, the proposer may object in writing any time prior to or at the pre-proposal conference.
- B. When a pre-proposal conference is not scheduled, the Proposer shall object in writing

not less than five (5) days prior to the Date for submission.

- C. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.

- 1.5 **Failure to Offer:** If a Proposal is not submitted, the business should return this Request for Proposal, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Proposals:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.7 **Standards for Acceptance of Proposers for Contract Award:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.8 **Proposer:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.9 **Compliance with Laws:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.10 **Contractor:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.11 **Local Preference:** The Contractor agrees to follow the local preference guidelines as more fully specified in the contract documents.

PROPOSAL CONDITIONS

- 2.1 Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 Multiple Proposals:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 Offers to be Firm:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- 2.4 Completeness:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 Liability Provisions:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.6 Certification of Independent Price Determination:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and
 - (3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting

competition.

- 2.7 Award of Contract:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- 2.8 Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.9 Qualification of Business (Responsible Proposer):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or unresponsive whenever such Proposer cannot document the ability to deliver the requested service.

- 2.10 County Tax Certificate Requirement:** Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the County Building Safety and Regulatory Services (912) 201-4300 for additional information.

No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.

- 2.11 Insurance Provisions, General:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.
It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

2.11.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).

- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

Chatham County as an “Additional Insured”: Chatham County invokes the defense of “sovereign immunity.” In order not to jeopardize the use of this defense, the County **is not** to be included as an “Additional Insured” on insurance contracts.

2.11.2 Minimum Limits of Insurance to be maintained for the duration of the contract:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- A. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident., disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an “Any Auto” basis.

2.11.3 Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be

specifically stated on the Certificate of Insurance.

- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2.11.4 **Additional Coverage for Specific Procurement Projects:**

- A. **Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

<u>Minimum Limits:</u>	\$1 million per claim/occurrence.
<u>Coverage Requirement:</u>	If “claims-made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional <u>must state</u> if “tail” coverage has been purchased and the duration of the coverage.

B. **Builder’s Risk: (For Construction or Installation Contracts)** Covers against insured perils while in the course of construction.

Minimum Limits: All-Risk coverage equal 100% of contract value.

Coverage Requirements: Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.

2.12 Indemnification. The CONSULTANT agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, 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 CONSULTANT or its subconsultants. The CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, 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. CONSULTANT further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT or his subcontractors or anyone directly or indirectly employed by any of them.

The CONSULTANT's obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONSULTANT.

2.13 Compliance with Specification - Terms and Conditions: The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.

2.14 Signed Response Considered An Offer: The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the

Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

- 2.15 Notice to Proceed:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.16 Payment to Contractors:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
 - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
 - C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This_____ day of_____ 20 _____.

BY_____

SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO.

REQUEST FOR PROPOSALS

GENERAL CONDITIONS

SECTION 1

- 1.1 **DESCRIPTION AND OBJECTIVES:** Chatham County is requesting qualification proposals from qualified firms to perform engineering services for **Engineering Services for Gateway - Henderson Branch Canal Drainage Improvements**. The County presents this "Request for Proposals - Quality Based Selection" (QBS) to describe its needs and those criteria which will be used to determine selection of services.
- 1.2 **METHODOLOGY.** The procurement described herein is being conducted as a Request for Qualifications through professional services selection, a method of selecting professional services as provided in The Chatham County Purchasing Ordinance and Procedures Manual. This will be a three-step selection process, a summary of which follows:

STEP 1/ACCEPTANCE AND EVALUATION OF QUALIFICATION PROPOSALS:

All technical requirements, unless otherwise specified, must be met by the proponent. The goal of Step 1 will be to accept, evaluate and score qualification proposals that meet technical requirements and develop a "short list" (finalists) usually of no more than three firms that represent the best of all proposals.

–In the interest of a fair, objective and competitive process, Chatham County intends to accept all qualified proposals and give them complete and impartial consideration.

–Any proposal which does not meet all technical requirements may be disqualified as being non-responsive.

–Qualification Proposals which are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are not being further considered and why.

–Recommending proponents that best qualify for the short list will be done through a committee evaluation process based on established technical criteria as described herein. Final decision on the staff's recommendation is made by the Board of Commissioners.

–Do **not** submit a fee proposal.

STEP 2/INTERVIEWS: The evaluation committee **may** interview each finalist firm. If interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of firms that will be interviewed. **NOTE:** Do **not** submit a fee proposal.

STEP 3/NEGOTIATION OF FEE/SCHEDULE: The highest rated firm will be notified and brought in to negotiate fee and schedule with the County. Prior to negotiation, the highest ranked firm will be presented, with any updates to, a “Scope of Work” to base it’s fee upon. If a negotiated fee cannot be reached with the highest ranked firm, the County will then enter negotiations with the 2nd ranked firm.

- 1.3 PRE-PROPOSAL CONFERENCE.** A pre-qualification conference will be held at **2:00 P.M.** on **OCTOBER 10, 2012**, at **1117 Eisenhower Drive, Suite C, Savannah, Georgia**. Representatives from Chatham County will be in attendance. Attendance assures that all competitors hear the same information, can ask questions and suggest constructive changes to the solicitation.

- 1.4 PROPOSAL DEADLINE.** The response to this ‘Request for Proposal’ must be received by the Purchasing Division no later than **2:00 P.M., OCTOBER 24, 2012**. Any qualification proposal received after the time stipulated will be rejected and returned unopened to the proponent.

For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. Should such action occur, all proponents who attended the pre-qualification conference will receive an addendum setting forth the new date and time. This will be provided initially by oral message or fax and followed by written verification.

It is emphasized that late proposals will be rejected. Hence, all firms are warned that if they find they cannot meet the established due date that it is incumbent upon them to justify and submit a request for slippage of due date **at least 24 hours prior to due date for proposals**.

- 1.5 WITHDRAWAL OF PROPOSAL.** Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of qualification proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.

- 1.6 CONFIDENTIALITY OF DOCUMENTS.** Upon receipt of a proposal by the County, the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion (except for as provided by Georgia law for proprietary information). The details of the qualification proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law.

- 1.7 FORMAT OF RESPONSES.** To be considered, proponents must submit a complete response to the request for proposals. The format for responses is presented in Section 2. All responses must be presented in this format, which will not be negotiable.

The response to the QBS must be submitted in 4 copies to:

Mr. Robert Marshall
Senior Procurement Specialist
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622
Fax (912) 790-1627
e-mail : rmarshall@chathamcounty.org

Technical questions prior to the Pre-Proposal Conference relating to the proposal may be directed to:

Mr. William Uhl
Chatham County Engineering
124 Bull Street, Room 430
Savannah, Georgia 31401
(912) 652-7807
Fax (912) 652-7818
e-mail : wcuhl@chathamcounty.org

NOTE: After the Pre-Proposal Conference , ALL questions regarding all aspects of this project must be sent IN WRITING to Robert Marshall, Senior Procurement Specialist. (See above for fax no. and e-mail address. Only questions IN WRITING received by Mr. Marshall will be answered. All responses will be in the form of an addendum to the RFP.

- 1.8 REJECTING QUALIFICATION PROPOSALS.** The County reserves the right to reject any or all proposals and will not be bound to accept any proposal should Chatham County consider that the proposal would be contrary to the best interest of Chatham County or this project.
- 1.9 COSTS TO PREPARE RESPONSES.** The County assumes no responsibility nor obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 1.10 EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.

SECTION 2

SPECIAL CONDITIONS

- 2.1** Factors such as proponent's relevant experience, reputation, past performance on similar projects, excellence of the team and project manager to be assigned to the project, technical competence, ability to meet program goals, completion within a reasonable time will be considered in the shortlist and contract award recommendations made to the Board for their decision. Commitment in the level of involvement of MBE firms, consultants and employees will also be regarded in evaluating proposals.

Firms will be evaluated initially on the basis of the written qualification proposals. Thus, the proposal must be complete, concise and clear as to the capability and intent of the respondent. Further evaluation may include an oral presentation which will be scheduled after receipt of the written qualification proposal.

As such, to maintain competitiveness and to ease evaluation, responses to the QBS must be responsive to the following and presented in this format and order:

- Introduction/cover letter
- Experience in Similar Projects
- Qualifications/Key Personnel
- Project Understanding/Methodology
- Minority/Local Outreach
- References
- Miscellaneous (not scored)
- Appendix (not scored)

FORMAT ORDER AND GRADING CRITERIA OF RESPONSES TO THE RFQ

NOTE: All qualification proposals will be presented on 8 1/2" by 11" paper, either bound or in a notebook. The information will be tabbed according to each requested section.

PURPOSE AND RATING

Chatham County is selecting a consulting engineer to perform as outlined in the scope of work. County staff will use the following criteria for evaluating the proposals and presenting a recommendation to the Board of Commissioners for their consideration.

The following guidelines will be used for establishing a numerical value to each category.

<u>Rating</u>	<u>Evaluation Value Points</u>
Excellent	5
Good	4
Average	3
Below Avg.	2
Poor	1

This value is multiplied by the number which will make the *excellent* rating equal to the number of points of the specific category. (See attached ***Evaluation Points Key*** for points breakdown) Each committee member will then submit their individual scores which in turn will be averaged together to establish the "Total Score" for that firm.

I. INTRODUCTION/COVER LETTER: You should provide no more than a 2 page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and FAX number of one contact to whom any correspondence should be directed.

II. EXPERIENCE (35 points)

1. List of similar recent projects performed naming staff and his /her responsibility, include narrative description of each project, identify client, value of services and current status of the project work. Provide name of client's project manager with a current phone number. Clearly state how this project is considered similar.
2. Basis of Evaluation;
 - a. Relationship of previous experience to the scope of work and tasks to be accomplished for this project.
 - b. Experience with Federal, State and local environmental and zoning regulations as they would relate to accomplishing completion of drainage improvements and flood protection.
 - c. Information provided in a clear, concise manner specific to this project.
 - d. Proximity of same/similar projects (local projects preferred.)

III. QUALIFICATIONS (35 points)

1. List key personnel including project manager along with resumes that will be assigned and how they will be involved. Identify person who on a day-by-day basis will be responsible for the work. Identify the key personnel necessary for implementing the project.
2. Describe how key personnel will be involved in project.
3. Describe how key personnel were involved in previous corporate experience (local experience preferred) and how this experience relates to this project.
4. Basis of Evaluation
 - a. Quality and relevant experience to project and the County goals.
 - b. Does description include all categories and how personnel function within categories?
 - c. Are all potential categories included?

IV. PROJECT UNDERSTANDING (40 points)

1. This should be prepared under the direction of the key person that will have direct day-to-day involvement in (not oversight of) the control and performance of the professional work to be provided.
2. Describe what key elements of the project are important, what will be required for Chatham county, and the approach that will be taken to ensure successful completion.
3. Describe anticipated Project Schedule.
4. Basis of Evaluation
 - a. Is the project discussion and schedule reasonable?
 - b. Are personnel listed adequate to implement the schedule?
 - c. Understanding the Scope of Work and how that impacts this project.
 - d. Discuss method and timing of implementing project.

V. MBE/WBE & LOCAL PARTICIPATION (10 points) Disadvantaged Firm Involvement. Indicate past efforts for minority and local outreach and any current ongoing activities. Indicate proposed level of involvement for this project. **For all questions and assistance regarding M/WBE participation only, contact : Arneja Riley, Chatham County M/WBE Coordinator, 124 Bull Street, Suite 310 Savannah, Ga. 31401. Ph 912-652-7860; fax 912-652-7849; e-mail**

alriley@chathamcounty.org or <http://purchasing.chathamcounty.org>

- VI. REFERENCES (10 points)** References (at least three), including contact, relationship, address and phone number. Note: Chatham County reserves the right to contact any known former clients about your performance.
- VII. MISCELLANEOUS.** This section provides an opportunity for you to provide other information that the project team considers relevant. Be specific.
- VIII. APPENDIX.** The Appendix may be used to provide additional or detailed information about your firm's project team, experience and background which you wish to have considered.

- 2.2 EVALUATION CRITERIA (STEP 1).** Based on requirements in Section 3.1, responses will be evaluated by an evaluation committee. While each proponent's proposal will be rated on its merits, the following will be regarded as assumptions applicable to each:

--Responses will follow the format and instructions within each section or subsection (proponents should consider Section 3.1 as an outline or checklist).

--Responses should be complete.

--Responses should be presented in a clear and concise fashion.

Difficulty in reading any proponent's proposal because of confusing information, errors or missing information considered as key to a fair evaluation can result in its consideration as not responsive. PLEASE REMEMBER: EVALUATION OF THE QUALIFICATION PROPOSALS WILL DETERMINE WHICH FIRMS ARE SELECTED FOR THE SHORTLIST!

- 2.3 EVALUATION CRITERIA (STEP 2).** Based on an evaluation of proposals under Step 1, those proponents that make the "short list" (finalists) may be interviewed. If interviews are conducted, they will be scored using the same process as the proposals. **(30 points possible)**

- 2.4 NEGOTIATION OF FEE / SCHEDULE (STEP 3).** Under the final step, the highest ranked firm will be notified and called in to negotiate fee and schedule. Prior to negotiations, a "Scope of Work" will be provided for the basis of presenting a fee. The negotiated fee shall also include all reimbursibles. The County will not separately pay reimbursibles. If, during negotiations, a reasonable fee cannot be agreed upon, the 2nd rated firm will be called in to negotiate fee and schedule.

- 2.5 **DISCRETION.** The County shall have sole discretion in evaluating both the responses and qualifications of the respondents. **Please note that the evaluation committee will recommend the firm with the highest score after all steps are complete, but it is the Board of Commissioners which, after consideration of staff's recommendations, makes the final contract award decision.**
- 2.6 **ASSIGNMENT.** The contractor shall not assign or transfer any interest in the contract without the prior written consent of the County.
- 2.7 **CONTRACT.** The successful respondent will be expected to execute a contract within 30 days of notice of award.
- 2.8 **PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS.** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from the County before subconsulting any part of the project. Such permission should be obtained during the proposal evaluation stage.
- 2.9 **CHANGES.** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. Any changes in the project team, including consultants, will require prior approval of the County. At the least, replacements must be equal in experience and preserve commitment to local or MBE participants. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written memorandum of such adjustment shall be made. Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.
- 2.10 **TERMINATION OF CONTRACT.** The County shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.
- 2.11 **ADEQUACY AND ACCURACY.** The professional and technical adequacy and accuracy

of designs, drawings, specifications, documents and other work products furnished under contract, will be conducted in a manner of the profession. Where Chatham County must have work done by change order or addition resulting from an error or omission by the Engineer/Architect, the Engineer/Architect shall provide, at no cost to the County, all professional services attributable to the change order. This is in addition to the County's right to recover from the Engineer/Architect damages for the Engineer's/Architect's errors and omissions.

**SCOPE OF WORK
FOR
GATEWAY-HENDERSON BRANCH CANAL DRAINAGE IMPROVEMENTS**

1. General

- 1.A. Chatham County (County) is seeking a qualified consulting engineer (Engineer) to provide professional services related to the Gateway-Henderson Branch Canal Drainage Improvements project.
- 1.B. The Engineer shall have the requisite capability to perform the work as described herein. Evaluation of proposals and selection of the Engineer to perform this work for Chatham County shall be based on the procedures described under REQUEST FOR PROPOSALS, GENERAL CONDITIONS, SECTION I.
- 1.C. Based on the information received from the County, the Engineer is responsible for the design of the project in a manner which achieves the project vision and is constructible within the allowable project budget. The allowable project budget will be incorporated into the final negotiated Scope of Work (SOW).
- 1.D. The Engineer shall produce a final design with a complete set of construction documents containing drawings and technical specifications. Drawings necessary to support permits required from local, state and federal agencies shall also be provided.
- 1.E. The Engineer as part of the contract shall do all of the services identified by this SOW or identified by a final SOW defined during negotiation of a cost with the selected consultant.

2. Project Description

- 2.A. The Gateway-Henderson Branch Canal is located in Unincorporated Chatham County between Interstate 95 (I-95) and Little Neck Road, and north of SR 204. Exhibit A presents a map of the project area.
- 2.B. The project vision is to protect public health and safety and to minimize structural damages caused by storm water. The expected level of protection shall be for a 50-year return interval storm event. Evaluation of the 10-, 25-, and 100-year storm events shall also be considered.
- 2.C. The project vision is to correct inadequate drainage of storm water which creates flooded streets and associated traffic hazards in the Gateway Center located in the northeast corner of the intersection of SR 204 with Interstate 96. The situation is believed to be partly caused by conveyance system blockages. The inability to access the existing conveyance system to perform machine maintenance must be addressed as a part of this project.
- 2.D. Restrictive covenants placed on surrounding lands (much of which is owned by Chatham County) is an issue to be resolved as a part of this project.

3. Engineering Analysis Work to be Performed

- 3.A. The Engineer will develop an understanding of the project area including review of existing and proposed infrastructure, plans and reports, obtaining necessary field measurements, and general observations of existing site conditions. As a minimum, field measurements shall include location of property markers, location (horizontal and vertical measurements) of ditches, culverts, impacted buildings and road surface elevations, ground elevations at important locations, and other information necessary to developing the basis for the Engineer's recommendations. All field measurements shall be based upon the permanent control monuments established by the Engineer for this project.
- 3.B. The Engineer shall, as directed, notify cities, municipalities, and property owners of pending design and field work and answer any related questions they might have.
- 3.C. The Engineer shall provide within the area of the project, at locations approved by Chatham County, not less than two permanent horizontal and vertical control monuments based on the Georgia State Grid Coordinate System, East Zone and the 1988 N.G.V.D. A monument description and a minimum of two reference azimuth points shall be described for each monument. The monuments shall be set under the direct supervision of a Georgia Registered Land Surveyor and recorded on forms as provided by the County. Monuments shall consist of a standard 3 ½ inch diameter bronze survey cap set in a concrete pillar being not less than 24 inches long. All lettering shall be not less than 0.2 inches high. The Monument Number shall be provided by the County and inscribed by the Engineer on the survey cap.
- 3.D. The Engineer shall obtain available courthouse records, surveys, plats, construction plans, and right-of-way plans prior to conducting field surveys.
- 3.E. The Engineer shall as assess practicable alternatives to achieve the storm water management goals of Chatham County. Alternatives shall include practicable Best Management Practices (BMPS) for the control of post-construction water quality.
- 3.F. The Engineer shall identify for each practicable alternative the environmental impacts including water quality impacts, costs, need for property acquisitions, costs, level of storm water protection, and other information necessary to develop a recommendation of best practicable solution. The results of all information obtained and assessments thereof by the Engineer shall be incorporated into the Engineer's recommendations report. The report shall include sufficient tables, maps and figures to clearly support the recommendations.
- 3.G. The Engineer shall present five copies of preliminary recommendations to Chatham County for review and acceptance. Upon the County's acceptance of the preliminary recommendations, the Engineer shall incorporate comments from the County into a final recommendations report. The Engineer shall

present five copies of a final recommendation report to the County. If so requested, the Engineer shall present both the preliminary and final versions to Chatham County staff to assist with the review.

- 3.H. The Engineer shall provide an electronic copy of the final recommendation report, including all exhibits, maps, and tables to the County upon acceptance of the final report. An electronic and hard copy of all calculations made by the use of computer programs shall also be provided upon conclusion of this phase of the work.

4. Design Phase Work to be Performed

- 4.A. Upon acceptance of the final recommendation report and authorization to proceed from Chatham County, the Engineer shall commence preparation of Permit and License Applications, Easement and Rights of Way Drawings, Construction Drawings, Specifications and Cost Estimates for the work to be built. Drafting standards shall be approved in advance by the County.
- 4.B. Easement and Rights of Way Drawings shall be prepared under the direct supervision of a registered land surveyor in the State of Georgia. The Work shall be accomplished in accordance with the General Specifications/Criteria for the Development of Right-of-Way Plans/Plats for County Drainage Projects, a copy of which is included herewith. The Engineer shall cooperate with the County's right of way consultant and the County during title research and negotiations for the easements and rights of way.
- 4.C. Additional field work and topographic survey work shall be performed as necessary to represent conditions of the construction. If not already completed in earlier phases of this SOW, field work and topographic survey work shall include location of property markers, location of ditches, culverts, impacted buildings and road surface elevations, ground elevations at important locations, and other information necessary to developing drawing of the project construction. All field measurements shall be based upon the permanent control monuments established by the Engineer for this project.
- 4.D. The Construction Drawings and Specifications shall be performed under direction of a registered engineer in the State of Georgia, and shall be assembled into a complete package that shall constitute the Contract Documents. The Contract Documents shall provide all technical and administrative information necessary for the work to be built and monitored by Chatham County during construction. The Contract Documents shall bear the seal and signature of the responsible engineer as required by state regulations. As a minimum, the drawings shall provide the following information:
 - 4.D.i. The location (including depth or height) and size of all underground, underground and overhead utilities shall be shown. It shall be the responsibility of the Engineer to arrange for a predesign utility marking or otherwise acquire information on the location of utility systems within the project area. This may require inspection of available records at the utility

company's office, review of copied documentation, and survey of markings in the field.

- 4.D.ii. The location of structures, found property corner monuments, fences, hedges and landscaping, signs, etc. shall be shown. The location of all trees 8" DBH and larger, with their species, shall be shown. Types of buildings (brick home, wood shed, metal building, etc.) and address shall be shown. (DBH is the diameter at breast height, defined as the diameter of the tree 4-1/2 feet above ground on the uphill side of the tree.)
- 4.D.iii. The location, size and elevation of drainage structures and facilities, pipes, manholes, inlets, etc. shall be shown.
- 4.D.iv. Property lines, existing easements and right of way as determined from field work and record research shall be shown.
- 4.D.v. Required right of way and easements for construction and for maintenance shall be shown.
- 4.D.vi. Wetlands areas shall be delineated based upon survey from the approved permit application, with summary of impacts indicated on the drawings.
- 4.D.vii. Geotechnical Investigation results as determined from field work and record research shall be shown.
- 4.D.viii. Sediment Control Plan requirements based upon approved permit application shall be indicated.
- 4.D.ix. General Notes, Typical Sections, Detail Sections, North Arrow, and not less than two permanent project control monuments shall be described and located in plan.
- 4.D.x. Special requirements for construction and conditions from permits and easements shall be described on the drawings.
- 4.D.xi. Plan/Profile sheets and Structural Detail sheets showing the proposed improvements to be built, including loading requirements, design assumptions and other information to depict the capacity and function of the improvements.
- 4.D.xii. Cross-sections to show limits of easements or right of way, clearing, excavation, and underground facilities. Cross-sections sheets shall show the computed areas of cut and fill in units of square feet.
- 4.E. The Engineer shall provide all coordination with utilities, railroads, highway departments and others as required for construction of the improvements. The Engineer shall prepare permit application materials (application forms, drawings, reports, etc.).
- 4.E.i. Water and sanitary sewer relocation plans and traffic control plans shall be incorporated into the Contract Documents as required.

- 4.E.ii. Provisions for relocation of other utilities normally performed by the system owner shall also be incorporated into the Contract Documents as required.
- 4.F. The Engineer shall provide a Detailed Quantity Estimate and Opinion of Probable Construction Cost. The Engineer shall provide a recommended sequence of construction and time of construction.
- 4.G. The Engineer shall provide assistance during bidding of the work. Assistance will include as a minimum responding to contractor questions, issuing addenda, attendance at a pre-construction meeting with bidders, review of bids, summary of bids and recommendation of apparent qualified and responsive low bidder.
- 4.H. The Engineer shall prepare, assemble, and submit all documentation required to obtain permits for construction of the work. Attend meetings with regulatory agencies, railroads and others prior to and during permit review process as appropriate to secure the permits. The Engineer shall anticipate and plan for the need to make adjustments to the construction documents and revisions to the permit application documentation as a part of this work. If it can be shown that regulatory agencies or reviewers are inordinately opposed to the granting of a particular permit, the Engineer shall so notify the County, who at such time shall make a determination for the Engineer to cease efforts or to proceed with additional efforts to secure the permit at an additional fee to be made as a Change to the SOW and cost. Necessary permits may include but are not limited to the following:
 - (1) GDOT "curb cut" permits
 - (2) USACE Clean Water Act, Section 404 permit
 - (3) GaDNR Stream Buffer Variance
 - (4) Coastal Marshlands Protection Act revocable license or permit
 - (5) GaDNR NPDES permit, Notice of Intent (NOI), and as part of the Post-Design Services the Notice of Termination (NOT)

5. Plan Preparation Requirements

- 5.A. The drawing shall be prepared on an x,y,z-coordinate system based on the horizontal and vertical control monuments established for this project using English units (feet).
- 5.B. Full size drawings shall be prepared on 24" x 36" size sheets. Drawings shall include plan and profile views at a scale of 1" = 20' unless otherwise approved by the County. The drawings shall include appropriate special details drawn at a scale not smaller than 1" = ¼' unless otherwise approved by the County. All drawings shall be prepared with lettering sizes not less than 1/8" height to facilitate readable drawings when reduced to ½ original size.
- 5.C. Coordinates shall be shown for all structures and a minimum of two survey control points per plan sheet shall be indicated.

- 5.D. Indicate the flowline at center of sewer structures. Dimension length of reaches and determine grade from centerline of structures. Verify with the appropriate agency if a tunnel is required. Identify lots by lot numbers and street addresses with names of current owners.
- 5.E. The Engineer shall prepare technical specifications to be included in the Construction Documents including:
 - (1) Contract Bid Schedule
 - (2) Special Conditions of the Contract (Easement Provisions, Traffic Control Plans, Diversion of Flow, Testing and Inspection Requirements, Erosion and Sediment Control, etc.)
 - (3) Submittal Requirements
 - (4) Methods of Measurement and Payment
 - (5) Technical Specifications of the Work to be Constructed
 - (6) Inspection procedures and methods
- 6. **Post-Design Services to be Performed**
 - 6.A. The Engineer shall provide to the County one complete set of technical specifications including special provisions of the contract, one set of drawings, and any other technical requirements of the project in electronic PDF format. These deliverables may be used by the County for distribution to bidders in addition to the standard bound hard copy volumes of these materials.
 - 6.B. Upon award of a Contract for Construction by the County, the Engineer shall:
 - (1) Assemble all drawings, technical specifications and addenda issued during the bidding phase into a complete set for the purpose of being issued as a part of the Contract as prepared by the County Contracting Officer.
 - (2) Prepare a complete set of drawings and technical specifications that have been revised to incorporate Addenda information issued during the bidding phase. The drawings and technical specifications shall be conspicuously marked "Conformed – Issued for Construction" and dated. Changes shall be clearly marked to identify the Addenda Number, with void text and details struck out, and inserted new text and details highlighted or clouded.
 - (3) Paper copies of the "Conformed – Issued for Construction" documents shall be provided to the County as follows. Provide eight bound copies of the full size drawings, of half-size drawings, and of the technical specifications.
 - 6.C. The Engineer shall one time field locate and stake the limits of rights of way and easements prior to the start of construction. Rights of way and easements shall be staked at all property corners and angle points, and intermediate points on line that exceed 200 feet in length.

- 6.D. The Engineer shall assist the County during the Construction Phase of the Work. This shall include attendance at the preconstruction meeting, and answering questions of a technical nature or to clarify the intent of the contract documents during the period of construction. Routine site inspection, monitoring of construction, review of submittals and contractor pay requests is not a part of this item. It is expected, however, that the Engineer remain cognizant of the status of the construction and periodically visit the site in order to perform this work
- 6.E. The Engineer shall inspect the initial installation of the sediment and erosion control system, and after installation of extensions thereof during construction. The Engineer shall provide a written report of the findings after each inspection. Monitoring of the system and routine inspection reports are not included in this item.
- 6.F. Additional field work and topographic survey work shall be performed as necessary to prepare Record of Construction drawings. The drawings shall be signed and sealed by a Registered Land Survey licensed in the State of Georgia. Record of Construction drawings shall be provided on Mylar and in AutoCAD format. Record of Construction drawings may be augmented by records supplied by the contractor but the engineer shall nevertheless perform a full final survey of the above ground features of the project.

7. Technical Requirements of the SOW

- 7.A. The Engineer shall establish and abide by an approved schedule. Appropriate allowances shall be incorporated into the schedule for permitting, acquisition of easements and right of way, and public meetings.
- 7.B. The Engineer shall contact all railroads, utilities, Georgia Department of Natural Resources, United States Army Corps of Engineers (USACE), municipalities, the City of Savannah, Chatham County and the Georgia Department of Transportation as appropriate for a particular project to ascertain requirements and conflicts and to provide general job coordination. Project approval from these organizations should be obtained with concurrence by the County.
 - 7.B.i. The plans and drawings prepared by the Engineer shall be designed accordingly to avoid redesign because of special requirements.
 - 7.B.ii. The work required to change and/or redesign the plans due to apparent utility or existing sewer conflicts, agency requirements or County Plan Review is included in the initial fee.

8. Miscellaneous Items included in the SOW

- 8.A. The Engineer shall provide a Project Manager who shall serve as the primary point of contact between the Engineer and the County. The Project Manager shall be a person as approved by the County and shall not be removed from this position by the Engineer except by approval by the County.

- 8.B. The Engineer shall coordinate work with the County in accordance with the Coordination Schedule for Professional Services. It shall be the responsibility of the Engineer to
- (1) Set up coordination meetings with the County and meet all review schedule dates as required.
 - (2) Prepare conference memorandum for all meetings of items discussed and/or decisions made, with the County, municipalities, utility companies, or other agencies. Conference memoranda are to be submitted by the Engineer to the County within a week.
- 8.C. Upon completion of the final design, the Engineer shall provide all required drawings (construction drawings, easement/ROW drawings, etc.) in AutoCAD file format. Any topographic reference files incorporated into the drawings shall be adjusted to this coordinate system. All calculations for adjustments shall be provided.
- 8.D. Upon completion of the final design, the Engineer shall provide copies of all calculations and work. The calculations and work shall be titled and dated. All work is to be neat and legible, and sealed by a registered Professional Engineer licensed in the State of Georgia. For calculations performed with the use of computer programs, an electronic and hard copy of all input and output shall be provided. Calculations shall include but not be limited to the following:
- (1) Final hydraulic calculations based on actual sizes and slopes used.
 - (2) Structural calculations.
 - (3) Quantity calculations.
 - (4) Earthwork calculations.
- 8.E. The Engineer shall provide all materials called for by this Scope of Work, and pay for all costs of reproduction, travel and mileage expenses, special insurance and entry permit fees to work on railroad property, supplies and other costs essential for completing the project.

9. Additional Services

- 9.A. Chatham County reserves the right to add to or deduct from this scope of work during negotiation of a contract cost for this work.
- 9.B. Elements presented under PROJECT UNDERSTANDING by the Engineer may also be incorporated at that time and shall become a part of this SOW if so described in the Contract between the Engineer and the County.

10. To be Provided by the County

- 10.A. The County shall provide a Project Manager who shall serve as the primary point of contact between the Engineer and the County.
- 10.B. The County shall provide a Field Work Notification Letter that the Engineer may use to notify municipalities, residents, and other jurisdictions of the

public necessity for this work. Said Letter shall not relieve the Engineer of protecting property or obtaining special permits required by others to access property or perform the work required.

- 10.C. The County shall pay for costs to acquire property including legal fees and other costs associated with purchasing the property.
- 10.D. The County shall pay for regulatory permit application fees, and costs for wetland mitigation as needed.
- 10.E. The County shall pay for geotechnical field work and laboratory work including geotechnical reports based upon a scope of work to be prepared by the Engineer. The Engineer shall provide for the necessary survey work to incorporate this information into the drawings and specifications.
- 10.F. The County shall pay for wetland delineation field work based upon a scope of work to be prepared by the Engineer. The Engineer shall provide for the necessary survey work to incorporate this information into the drawings and specifications.
- 10.G. The County will assemble the Contract Bid Package using the drawings, technical specifications, and quantities submitted by the Engineer with all easement agreements incorporated. The County will prepare the standard construction contract Front End Documents.

11. Monthly Status Reports and Invoicing

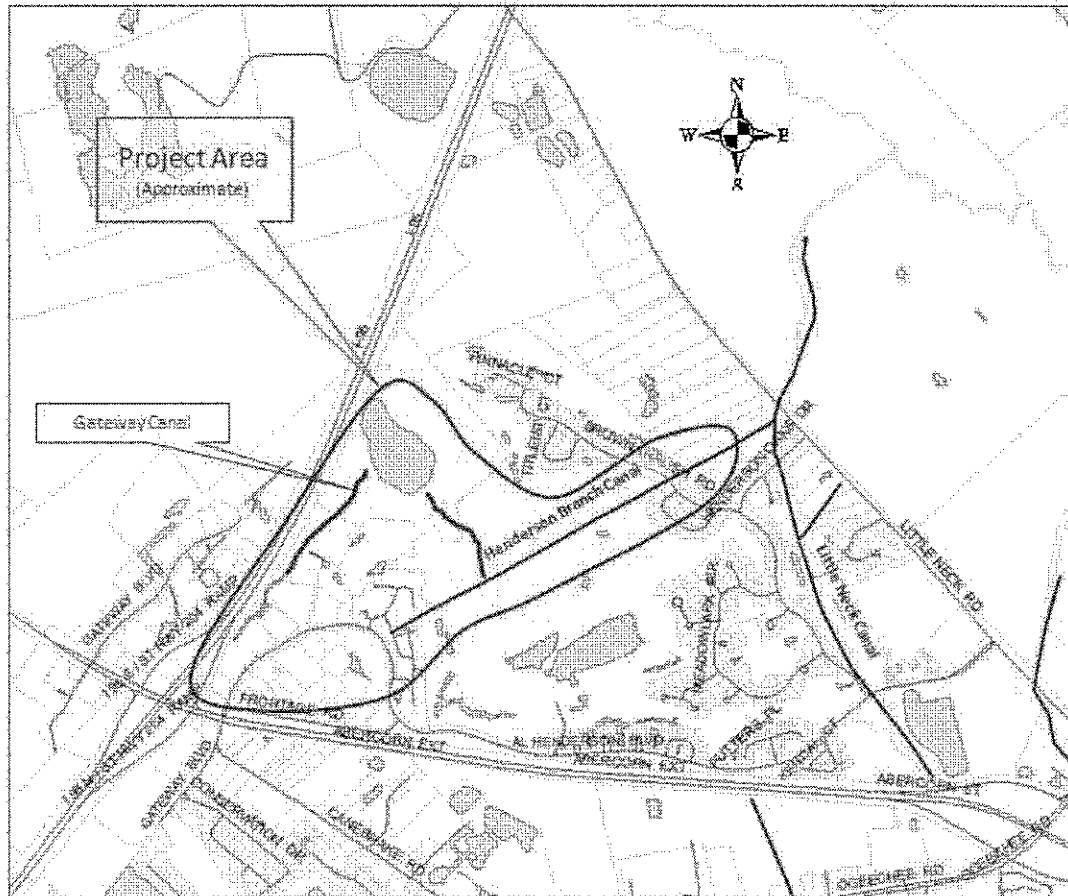
- 11.A. The Engineer shall provide monthly reports to the County describing the status of work accomplished during the previous monthly period and a description of work expected to be completed during the next monthly period. Expected delays and reasons shall be clearly documented. The monthly report shall be in a form acceptable to the County.
- 11.B. Invoicing shall be submitted monthly on forms provided by the County. The accumulated total amount invoiced to the County shall not exceed the Maximum Allowable Invoice Amount based on Tasks Completed in accordance with the Coordination Schedule, or the Maximum Not to Exceed Contract Amount as described by the Contract, whichever is less.
- 11.C. W/MBE reporting shall be submitted monthly with the invoice on forms provided by the County.
- 11.D. The Coordination Schedule, adjusted to reflect dates instead of duration following Notice to Proceed shall be submitted with each invoice.

12. Other Provisions

- 12.A. The County shall be the owner of all documents, designs, work products, surveys, patents, copyrights, etc. that may develop out of the project work by the Engineer. Upon completion or termination of the project design all of the items, as appropriate, shall be given to the County. The Engineer shall, however, be permitted to (i) retain record copies of the foregoing items; (ii) continue to have the right to use the foregoing items on other projects subject

to the provisions of section 3.12.C; and (iii) use representations of this Project in its promotional materials, provided such representations do not involve disclosure of any confidential information provided by the County.

- 12.B. Electronically transferred files are for the benefit of the receiving party. Only printed copy, signed and sealed by the registered professional engineer, shall be relied on by the Contractor, the County or the Engineer.
- 12.C. To prevent unauthorized or inappropriate use, if the Engineer reuses on other work any of the documents to be owned by the County, it shall be at the Engineer's sole risk unless authorized in writing by the County.
- 12.D. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments for service specific to this Project. They are not intended or represented to be suitable for reuse by the County or others on extensions of the Project or on any other project. Any reuse without the prior written verification or adaptation by Engineer for the specific purpose intended shall be at the County's sole risk.



GATEWAY-HENDERSON BRANCH CANAL
DRAINAGE IMPROVEMENTS
PROJECT AREA MAP
(Not to Scale)

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE **DRUG-FREE WORKPLACE**, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (CONTRACTOR) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **Engineering Services for Gateway-Henderson Branch Canal Drainage Improvements**

(PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), _____,
_____, Name
_____ (herein after "Company"),

Title _____ Name of Bidder _____
in consideration of the privilege to bid/or propose on the following Chatham
County project procurement **Engineering Services for Gateway-Henderson Branch Canal
Drainage Improvements** hereby consent, covenant and agree as follows:

- (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 the bid submitted to Chatham County or the performance of the 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 with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

Attachment C

DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that

Company Name _____

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

2008 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

Attachment D

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 200__

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 200__

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT E

Affidavit Verifying Status for Chatham County Benefit Application

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 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: _____

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

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

ATTACHMENT F

CHATHAM COUNTY, GEORGIA

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification -- the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT Mod. CC P & C 6/2005

Attachment G

Chatham County Minority and Women Business Enterprise Program Proposed MWBE Participation Report

Name of Bidder: _____

Name of Project: _____

Bid No: _____

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total _____% WBE Total _____% MWBE Combined _____%

The undersigned must enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature _____ Print _____

Phone () _____ Fax () _____

ATTACHMENT H

AFFIDAVIT REGARDING LOBBYING

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder/Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____, DAY OF _____, 2011

Notary Public

My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE
CC NO. 165334
REQUEST FOR PROPOSALS

Sealed proposals will be received until **2:00 P.M. on OCTOBER 24, 2012** in Chatham County Purchasing and Contracting Department, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA.** for: **RFP 12-0101-4 ENGINEERING SERVICES FOR GATEWAY - HENDERSON BRANCH CANAL DRAINAGE IMPROVEMENTS.**

A PRE-PROPOSAL CONFERENCE will be held at 2:00P.M. OCTOBER 10, 2012, AT 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA.

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County website : <http://purchasing.chathamcounty.org> . Also, all firms requesting to do business with Chatham County must register on-line at website <http://purchasing.chathamcounty.org>.

CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL PROPOSALS AND WAIVE MINOR FORMALITIES. THIS WILL BE THE ONLY SOLICITATION FOR THIS PROJECT. ONLY THOSE FIRMS RESPONDING TO THE RFP WILL BE ALLOWED TO PARTICIPATE IN THE PROJECT.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL PROPOSERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"


MARGARET H. JOYNER, PURCHASING AGENT

SAVANNAH N/P INSERT: Sept. 24, 2012.

Please send affidavit to:

Chatham County Purchasing and Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, GA 31406
912-790-1622