



CITY OF SUGAR HILL

RFP 16-011 – On-Call Engineering Services

May 16, 2016 10 a.m.

ADDENDUM #1

Question: Are surveying services to be included?

Answer: While not part of the qualifications sought here, surveying services are integral to successful and efficient design associated with these types of projects and firms with in-house surveying services should identify such. Those firms without these capabilities should identify any partnerships that would facilitate efficient project delivery.

Question: Why is CPL’s proposal posted online?

Answer: The CPL proposal was posted in error. However, they will function as the city’s program manager for the projects in the city’s five-year CIP.

Question: Can you confirm what types of projects exactly you are looking for?

Answer: Attached is a copy of our current CIP, some of the projects in which will require outside design support. Some may represent a joint project with the County and may not require design support under this project/contract solicitation.

Question: What is the annual revenue potential?

Answer: The CIP should be able to provide an indication of the revenue potential.

Question: What is the term of the proposed agreement?

Answer: Multi-year, renewable—5 year anticipated duration.

Question: How many consultants do you intend to hire to provide these services?

Answer: While no fixed number of firms has been determined, it is the intention to award to one if a wide-enough experience base is confirmed.

Question: Section I refers to this a unit-price basis contract, but at the top of page 5 it asks for a sealed price proposal. Please confirm you request only our standard Schedule of Hourly Rates at this time.

Answer: The price proposal is not going to be required at this time. Below are revised selection criteria:

<u>Diversity of Project Type.</u>	20%
<u>Similar Scale Projects.</u>	25%

<u>Staff Experience.</u>	25%
<u>QA/QC-Structure.</u>	20%
<u>Financial Health.</u>	10%
<i>Total:</i>	100%

Comment: Under "Indemnification" on page 3, please clarify that "defense" can be provided for "general" negligence (under our commercial policy), but not for "professional" negligence under our professional liability policy.

Answer: Sounds like a legal question and I'm sure that a very thorough legal review can occur prior to contract execution.

Comment: Reference is made on page 5 to the Construction Agreement, as having precedence over the RFP in case of conflict. Please provide the standard Construction Agreement for review and allow us to provide comments/exceptions (if applicable) with our RFP responses.

Answer: Construction agreement should be reworded to read Professional Services Agreement and a sample copy is attached.

Comment: Schedule B (page 9) asks for "(2) copies of the resumes." Please clarify that only one (1) copy is needed.

Answer: Only (1) copy is required.

Comment: For Schedule A (page 8), please confirm that the City requests information for key team members (i.e.: Lead Landscape Architect, etc.) as opposed to firm principals.

Answer: Please provide information as to ownership of the firm at your discretion.

Attachments

*Capital Improvement Program 2016-2020
Professional Services Agreement - Sample*


Troy Besseche, P.E. Assistant City Manager

Attachment

S A M P L E

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this ____ day of _____, 20__ by and between _____, a Georgia **limited liability** corporation ("Contractor") and THE CITY OF SUGAR HILL, a municipality incorporated in the State of Georgia ("City").

Recitals:

A. The City desires to secure professional services associated with management of the design and construction of several improvement projects (the "Project").

B. The City has selected Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.

C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.

D. The City has or will establish the necessary funding for the project through various sources as well as with general funds.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Recitals. The foregoing recitals are true and correct and incorporated herein.

Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the Request for Proposals (RFP), dated November 27, 2013 (Attachment 1):

- (a) Perform the Professional Services as indicated on the RFP and addenda on a task-ordered or on-call basis;
- (b) Compile or provide the necessary database of information to complete the scope of work;
- (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports;
- (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's public involvement services;
- (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

Contractor's Compensation. For the services to be performed by Contractor described in Section 2 hereof, Contractor will be compensated by the City as outlined in the task orders prepared for each project. Payments will be due as follows:

(a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the City;

(b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the City;

No expenses of Contractor shall be reimbursable by the City unless approved in advance in writing by the City. Any additional services, not enumerated in this Agreement or its attachments, which might be required will be outside the scope of this agreement unless mutually agreed by City and Contractor.

Contractor's Duties. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. Contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules and ordinances necessary for the performance of its services described herein. Contractor shall keep the City and its project manager informed (on at least a monthly basis through informal meetings and correspondence) as to the status of the Project.

1.1 *Contractor Personnel.* Contractor acknowledges that the City selected Contractor for the Project because of the knowledge and experience of certain of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.

City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Contractor's performance of its services required hereunder:

(a) Furnish plans, surveys, and/or plats of the parcels of property or studies in its possession needed for the Project;

(b) Coordinate with the Contractor in establishing a working relationship with the local government agencies and stakeholders;

(c) Establish procedures and guidelines for responding quickly to requests for information and documentation;

(d) Coordinate with the Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.

Duration and Termination. This Agreement shall remain in effect until February 28, 2017, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor. In the event of such termination by the City, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to Contractor, including without limitation, no liability for lost profits. Contractor shall deliver to the City all "work in progress" including, but not limited to, drafts of documents, contact information and status of negotiations. Notwithstanding the foregoing, the City may terminate this Agreement in the event that Contractor defaults with respect to any of its obligations hereunder and fails to cure such default within ten (10) days of written notice thereof.

Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent (except as set forth below) of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City

on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program. Notwithstanding the foregoing, Contractor shall act in the City's behalf for the specific land acquisition activities related herein and Contractor shall only act on the specific instructions and agreements with the City.

Insurance and Indemnity. Contractor shall maintain a policy of comprehensive general liability insurance in the combined single limit of at least \$1,000,000 to cover any claims arising out of the performance of the services under this Agreement. Contractor shall indemnify, hold harmless and defend the City from any and all claims, charges, lawsuits and liabilities arising out of or relating to any act or omission of Contractor or its agents.

Assignability. The City is entering into this Agreement in reliance upon the particular qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any purported delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.

Confidentiality. Except as required by law or by court order, Contractor shall not disclose any information related to the negotiations or agreements with Landowners or related to the performance of its services for the City without the prior written consent of the City.

Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Miscellaneous. This Agreement shall not be modified or amended except by written instrument signed by each of the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Address:

, a Georgia limited liability corporation

By: _____

Title:

Date signed by Contractor:

[CORPORATE SEAL]

_____, 20__

CITY:

Address:

5039 W. Broad St.
Sugar Hill, GA 30518

THE CITY OF SUGAR HILL, a
municipality incorporated in the State of
Georgia

Date signed by City:

By: _____

_____, 20__

Mayor

Approved as to form:

Attest: _____

City Clerk

City Attorney

[SEAL]