



Purchasing Department

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-631-2515
Fax: 770-631-2507
PeachtreeCityGA.gov

June 24, 2022

Ladies and Gentlemen:

The City of Peachtree City will be accepting sealed proposals (one original and two copies) at the office of the Purchasing Department, 151 Willowbend Road, Peachtree City, Georgia 30269, **for firms interested in providing professional architectural and construction management related consulting services for the City of Peachtree City** under the terms of an annual contract **until 2:00 p.m. on Monday, August 1, 2022**. The proposals will be opened at that time and place and the name of each Proposer shall be announced.

The City expects to enter into approximately a one-year contract for services (date of acceptance through September 30, 2023), with the option of extending the contract additional calendar years.

The specifications and requirements are available on the City's web site at www.peachtree-city.org.

Three copies of the design proposals (one original and two copies) and the separately sealed price proposal are to be submitted in a sealed envelope, with the name of the project (**Arch & Const Services # 22-117PES**) clearly marked on the face of the envelope. **The date and time of opening are also to be included, along with the name of the company submitting the proposal.** Items to be included in the proposal package are listed in the attached directions and specifications. The proposal made by any company or firm must be signed in the name of such company or firm in a legal manner by a duly authorized officer; and the principal place of business must be shown (no post office boxes).

Sealed price proposals shall accompany the sealed proposal.

It is the City's intention to have a panel review the sealed proposals. The panel will base their decisions on the weighted criteria within the Scope of Work.

The City plans to shortlist approximately three to five firms based on their experience, references, and geographic location; this may involve interviews. The City will then open the price proposals of the shortlisted firms and make the final selection. The City Attorney may review and approve any contract and the Peachtree City Council, at a regularly scheduled meeting, will award the contract.

No proposals may be withdrawn for a period of ninety (90) days after the scheduled time to receive the proposal. Any request for clarification must be made **in writing** (hand delivered, letter, fax, or e-mail – aegan@peachtree-city.org) to Angela Egan, Purchasing Manager, by the close of business, no less than five business days prior to the submission of proposals. Any clarification issued will be in the form of an addendum to the proposal instructions, plans, or specifications and will be issued to all potential offerers not later than seventy-two (72) hours prior to the time of submission of proposals. Any addendums will also be placed on the City's web site at www.peachtree-city.org. Although the Purchasing Department will take effort to send any addendum to known firms, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to submittal. This may be accomplished via contact with the Purchasing Manager or by visiting the City's website prior to submitting.

The City reserves the right to award the contract on the basis it deems to be in the City's best interest.

The City will choose the best, responsible, or responsive offer. The City will exercise its discretion in awarding the contract to the offerer who best satisfies the needs of the City. The City also reserves the right to reject any and all proposals and to waive any and all irregularities. The City's policy and procedures for this process are available in the Purchasing Department for inspection.

Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Peachtree City or any other governmental entity.

Notice: The logo of the City of Peachtree City is protected and may not be used in submissions to the City. When using a logo, proposers should use only their corporate logos.

Ownership of all data, materials, and documentation prepared for and submitted to the City in response to this request for proposals shall belong exclusively to the City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et.seq., unless otherwise provided by law.

Sincerely,



Angela Egan
Purchasing Manager

Attachment

ARE/ARCH & CONST SERVICES – #22-117PES

CITY OF PEACHTREE CITY
REQUEST FOR PROPOSALS
ARCHITECTURAL AND CONSTRUCTION MANAGEMENT SERVICES

INTRODUCTION

The City of Peachtree City is accepting proposals from qualified firms **interested in providing architectural and construction management related consulting services for the City of Peachtree City** under the terms of an annual contract. The chosen architectural firm must have at least ten (10) years' experience in designing and managing the construction and rehabilitation of public facilities.

SCOPE OF WORK

The firm must be able to provide full-service design and construction management services for the construction of public facilities including but not limited to police stations, fire stations, recreation facilities and administrative offices. The firm must also have the capability of providing services from concept to completion of a project including surveying, environmental, geotechnical, structural, and civil-site design as well, either in-house or subcontracted. Projects will be assigned on an as-needed basis with the scope of work and fee to be negotiated for each task ordered.

Proposals must include, at a minimum, the following:

- Cover letter
- Overview of the firm
- Resumes of key personnel
- Relevant project experience, ten (10) year minimum (project date sheets sufficient to describe the scope of the project)
- Narrative on how their firm meets the above experience and Scope of Work requirements.
- At least five (5) references
- Completion of the rates schedule, attached
- Sample Certificate of Insurance
- Contractor Affidavit (E-verify)

It is anticipated that one firm will be selected on the basis of the following detailed criteria:

- | | |
|--|-----|
| • Hourly rates (see attached schedule) | 30% |
| • Ten years' experience in designing and managing the construction and rehabilitation of public facilities | 60% |
| • References | 5% |
| • Geographic Considerations | 5% |

The evaluation process is expected to take several weeks and will involve the contribution of a number of key City personnel. The City plans to shortlist approximately three to five firms based on their experience, references and geographic location. The City will then open the price proposals of the shortlisted firms and make the final selection. The final selection will require approval by the Peachtree City Council and will be scheduled once the staff recommendation is complete. Once the Monday, August 1, 2022, submittal deadline has passed, no updates or information will be made available until final action by the City Council.

Questions regarding this process, types of projects, etc. shall be directed to Mrs. Angela Egan aegan@peachtree-city.org, in writing, until July 25, 2022.

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT OF 2006

Federal Work Authorization Program (§ O.C.G.A. 13-10-91)

The City may not enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program. "Physical performance of services" is defined as the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public property within Georgia, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer within Georgia under a contract or other bidding process".

Although the Georgia law for private employers has a structured phase-in timeline in an attempt to ease private employers into compliance based upon their business size, only those companies registered with, authorized to use and currently using the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in § O.C.G.A. 13-10-91, shall be considered.

Before a bid for the physical performance of services is considered by the City, the bid must include a signed, notarized affidavit from the contractor attesting to the following:

- (1) The affiant has registered with, is authorized to use, and uses the federal work authorization program.
- (2) The user identification number and date of authorization for the affiant;
- (3) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (4) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information as required in numbers 1-3 above.

If a contractor does not have any employees and does not intend to hire any employees, in lieu of the above affidavit the contractor may provide a copy of state-issued driver's license or identification card to the City for each independent contractor utilized in satisfaction of part or all of the contract with the City. However, a driver's license or identification card will be acceptable if it is issued by a state that verifies lawful immigration status. The Georgia Attorney General will provide a list of states that verify lawful immigration status and post this list on its website. The City must confirm that all of the copies of driver's licenses and identification cards presented to it come from states that verify lawful immigration status.

State law requires that before a bid/proposal for the physical performance of services is considered by the City, the bid/proposal must include a signed, notarized affidavit from the contractor. Subcontractor affidavit(s) would be required only upon award.

PROPOSAL SUBMISSION

Process for Submitting Proposals

1. Preparation of Proposal

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Proposer should reference those materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

Notice: The logo of the City of Peachtree City is protected and may not be used in submissions to the City. When using a logo, proposers should use only their corporate logos.

2. Packaging of Proposal

The Proposer's response to this Request for Proposal must be divided into two appropriately labeled and sealed packages –a Technical Submission and a Financial Proposal.

The contents of each package will include:

1. Technical Submission - This Technical submission must include all required items in the above Scope of Work, except for the hourly rates.
2. Financial Proposal - Hourly rates (see schedule)

Do not include cost information in the Technical Submission.

Mark the outside of shipping package as follows:

Name of Company
Point of Contact for Company
RFP # 22-117PES
Due no later than Monday, August 1, 2022, 2:00 p.m.

3. Number of Proposal Copies
 1. Technical Proposal
 - a. One original and two copies
 2. Financial Proposal
 - a. One original and two copies
4. Submission of Proposals

Proposals must be submitted to:

Attn: Angela Egan, Purchasing Manager
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Any proposal received after the due date and time will not be evaluated.

5. Rejection of Proposals/Cancellation of RFP

The City reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject proposals that do not contain all elements and information requested in this document. The City reserves the right to cancel this RFP at any time. The City will not be liable for any cost/losses incurred by the Proposer throughout this process.

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Manager

Printed Name and Title of Authorized Officer or Manager

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

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

_____, _____, 202__ in _____(city), ___(state).

Signature of Authorized Officer or Manager

Printed Name and Title of Authorized Officer or Manager

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202 .

NOTARY PUBLIC
My Commission Expires: _____

Rate Schedule

Unit Rates

Basic Service Rates

Principal \$ _____/hr

Project Manager \$ _____/hr

Senior Professional
(Architect, Engineer, Interior Designer, etc.) \$ _____/hr

Professional
(Architect, Engineer, Interior Designer, etc.) \$ _____/hr

Pre-Professional
(Architect, Engineer, Interior Designer, etc.) \$ _____/hr

Senior Administrator \$ _____/hr

Clerical \$ _____/hr

Special Service Rates

Information Technology (IT) Technician \$ _____/hr

CAD Professional \$ _____/hr

Senior Administrative Assistant \$ _____/hr

Administrative Assistant \$ _____/hr

Clerical \$ _____/hr

Subconsultants Cost + % _____

If particular class employee is not part of your organization, put N/A.

PEACHTREE CITY, GEORGIA

Annual Contract for Architectural and Construction Management Services

AGREEMENT

THIS CONTRACT, made and entered into as of the ____ day of _____ 2022_ by and between Peachtree City, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the City desires to engage the Consultant to perform certain services relating to:

ARCHITECTURAL AND CONSTRUCTION MANAGEMENT SERVICES.

WHEREAS, the Consultant is fully staffed with architects, engineers, interior designers, and technicians and is fully equipped to perform such services.

NOW, THEREFORE, the City and the Consultant in consideration of the promises and mutual obligations contained herein, the sufficiency of which is hereby expressly acknowledged, and under the conditions hereinafter set for, do agree as follows:

SECTION 1

EMPLOYMENT OF CONSULTANT

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

SECTION 2

SCOPE OF SERVICES

The Consultant shall perform and carry out services as specified herein in conformance with the standard practices and procedures of its profession. The times and locations of the services will be on an "as needed" project basis for the life of the contract. The City or its representative shall notify the Consultant, either verbally or in writing, as to the time, location and type of services required for each project. Since this is an annual contract and the need for services is not known at this time of execution, therefore the City does not guarantee any minimum amount. No work shall be performed by Consultant unless such expenditures are approved, in writing, by the City prior to such work being performed by Consultant.

SECTION 3

SERVICES PROVIDED BY CONSULTANT

The Consultant agrees to perform the services in accordance with the agreement, the unit fee schedule and the general conditions, all of which are attached hereto as Exhibit "A" and are incorporated into the contract by express reference. All services shall be performed in accordance with applicable standards and acceptable architectural/engineering practice. Any modifications to this contract shall be in writing and shall be made only with the express approval of the parties hereto. Any modifications to this contract must be approved by the City Council of the City prior to such modifications becoming effective.

The Consultant shall perform the work under the Contract in compliance with all applicable laws and in compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the Consultant, which shall be prima facie evidence that the ARCHITECT/ENGINEER has exercised the degree of skill and professional competence required of architects and professional engineers licensed in the State of Georgia and that the Consultant has not practiced beyond the limits of his field of specialty or expertise.

The Consultant, by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this Contract to the contrary notwithstanding, the Consultant shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the Consultant.

As a condition for entry of this Contract, the Consultant represents, warrants and covenants that at the time of entry of this Contract, and during the term thereof, the Consultant shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the Consultant shall maintain a drug free workplace as required by Georgia law during the term of this Contract.

SECTION 4

SERVICES PROVIDED BY THE CITY OF PEACHTREE CITY

It is agreed and understood that certain services, if required, will be performed and furnished by the City in a timely manner so as not to delay the Consultant unduly in Consultant's performance of said obligations.

The aforesaid services shall include the following:

- a. Information to the Consultant: Providing to the Consultant all task criteria, and full information as to the City's requirements for each work order.
- b. City Staff giving Notice of Problems: Giving prompt written notice to the consultant whenever the City or its representative observes or otherwise becomes aware of any defect in the project or any changed circumstances which might affect the Consultant's work on any assignment.
- c. Access to Property: Guaranteeing access to the work site and making necessary provisions for the Consultant to enter upon public and private property as required of the Consultant to perform his services under this Contract.

SECTION 5

CONTRACT TIME

The contract time for the services described in the Unit Practice Schedule is to commence immediately upon execution of this Contract by the City and shall expire on September 30, 2023. Thereafter, unless terminated as set forth herein or unless either party provides at least thirty (30) days written notice prior to the expiration date, this Agreement shall automatically renew for additional one (1) year terms beginning on October 1 and ending on September 30 of each such year. Any request for services to be performed by the Consultant on or before the contract expiration date shall constitute a valid order and the contract time shall be extended accordingly.

SECTION 6

COMPENSATION FOR SERVICES

As full compensation for the performance of services, the City shall duly pay the Consultant the prices stipulated in the Unit Price Schedule, attached hereto and incorporated herein by reference. Such payment shall be made only for the actual quantities of work accomplished as determined and approved in writing by the City through inspections and measurements of the work completed.

- a. Payment: The Consultant shall bill for his services on a work order basis for actual work performed. Invoices shall be itemized according to the Unit Price Schedule attached hereto and incorporated herein by reference. Any variation from this fee schedule must be approved in writing by the City prior to execution of the work. Invoices for payment shall be submitted by the tenth (10th) calendar day of the current month for previous month's work to the Accounts Payables Department to facilitate processing for payment by the 30th of the current month.
- b. No unit price can be increased during the life of the contract, except with the express written approval of the City.
- c. No work shall be performed by Consultant unless such expenditures are approved, in writing, by the City prior to such work being performed by Consultant. There is no guarantee of any minimal amount of work.

SECTION 7

GENERAL CONDITIONS

- a. Indemnification: Consultant agrees to protect, defend, indemnify, and hold harmless the City, its Council members, agents and employees for any liabilities, damages, claims, suits, liens, and judgments, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent caused, in whole or in part, by the negligent acts or willful misconduct of the Consultant. Consultant's obligation to protect, defend, indemnify, and hold harmless, shall also extend to any claims for the 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, or any actual or alleged violation of trade regulations arising out of the performance of Consultant's duties under this contract.
- b. Non-exclusive agreement/Outside Bids: The City has the right to solicit outside bids or let separate contracts. This agreement shall be non-exclusive, and the City reserves the right to solicit services from other architects or engineers for projects within the City during the terms of this Agreement.
- c. Subcontracting: The Consultant shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval.

The City will not approve any subcontractor for work covered by this Contract that has not been recommended for approval by the City.

- d. Audits and Inspections: At any time during normal business hours, and as often as the City may deem necessary, the Consultant shall make available for examination to the City and/or representatives of the City, for examination of all of its records with respect to all matters covered by this Contract. It shall also permit the City and/or its representatives to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other relating to all matters covered by this Contract. The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on each project and used in support of its project proposal and shall make such material available at all reasonable times during the period of the Contract and for three years from the date of final payment under the Contract, for inspection by the City or any reviewing agencies, and copies thereof shall be furnished upon request. The Consultant agrees that this provision shall be included in any agreements it may make with any subcontractor, assignee, or transferee.
- e. Ownership, Publication, Reproduction and Use: All documents and materials prepared pursuant to this Contract are the property of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Contract without according credit of authorship.
- f. Oral Agreements or Conversations: No oral agreements or conversation with any representative of the City, either before, during or after the execution of this Contract, shall affect or modify any of the Contract's terms or general conditions.
- g. Conflict of Interest: The Consultant agrees that it presently has no interest, and shall acquire no interest, whether direct or indirect, that would conflict in any material manner with the performance of its services hereunder. The Consultant further agrees that no person having such an interest will be utilized in the performance of this Contract.
- h. Termination of Contract for Cause: If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall materially violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the

right to terminate this Contract by giving written notice to the Consultant of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Continual failure to maintain the scheduled level of effort as proposed and prescribed shall constitute cause for termination. In such event, all finished or unfinished documents, data, and reports prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such document, as well as for any other work performed as of the termination date.

- i. Termination for Convenience of City: The City may terminate this Contract for its convenience at any time by providing thirty (30) days written notice to the Consultant. If the Contract is terminated by the City, the Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated on the basis of a signed Statement of Completion to be submitted by the Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done. All expenses shall be properly documented and submitted to the City for processing and payment. The City Council shall be the final authority in the event of any disputes over authorized costs.
- j. Cooperation with Other Consultants: If the City undertakes or awards other contract for additional project-related work, the Consultant shall fully cooperate with such other consultants and City employees or appointed committee(s), and carefully accommodate its own work to such additional work as may be directed by the City. The Consultant shall not commit or permit any act which will materially interfere with the performance of work by any other Consultant or by City employees.
- k. Confidentiality: The Consultant agrees that its conclusions and any reports generated pursuant to a project are for the confidential information of the City and that it will not disclose its conclusions in whole or in part or any persons whatsoever, other than to submit its written documentation to the City, and will only discuss the same with the City or its authorized representatives. Articles, papers, reports, or other materials reporting the results and findings of the work conducted under this Agreement, shall not be presented publicly or published without prior approval in writing by the City.

It is further agreed that if any information concerning a project, its conduct, results, or data gathered or processed should be released by the Consultant without prior approval from the City, the release of same shall constitute grounds for the termination of this Contract without indemnity to the Consultant, but should any such information be released by the City or by the Consultant with prior written approval of the City, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

SECTION 8

INSURANCE

Prior to execution of the contract, and at all times that this Contract is in force, the Consultant shall obtain, maintain and furnish to the City Certificates of Insurance from licensed companies doing business in the state of Georgia and acceptable to the City covering:

a. Statutory Worker's Compensation Insurance:

i) Employer's Liability

Bodily Injury by Accident - \$100,000.00 each accident

Bodily Injury by Disease - \$500,000.00 policy

Bodily Injury by Disease - \$100,000.00 each employee

b. Comprehensive General Liability Insurance

- i) \$2,000,000 limit of liability per occurrence for bodily injury and property damage
- ii) Owner's and Contractor's Protective
- iii) Blanket Contractual Liability
- iv) Blanket "X", "C", and "U"
- v) Products, Completed Operations Insurance
- vi) Broad Form Property Damage
- vii) Personal Injury Coverage
- viii) Fire Legal Liability

c. Auto Liability

- i) \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage
- ii) Comprehensive form covering all owned, non-owned and hired vehicles

d. Umbrella Liability Insurance

- i) \$2,000,000.00 limit of liability
- ii) Coverage at least as broad as primary coverage outlined under Items 1,2 and 3 above

e. Professional Liability Insurance

i) \$3,000,000.00 limit of liability per occurrence for bodily injury and property damage

f. The City shall be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

g. The cancellation provision should provide 30 days' notice of cancellation

h. Certificate holder should read:

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

i. Insurance Company must have an A.M. Best Rating of A-9 or higher.

j. Insurance Company must be authorized to do business in Georgia by the Georgia Secretary of State.

k. Insurance Company must be authorized to do business in Georgia by the Georgia Insurance Department.

SECTION 9

SUCCESSORS AND ASSIGNS.

City and Consultant each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound to the other party to this Contract and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Contract.

Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Contract without the written consent of the other.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than City and Consultant

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this agreement.

Executed this _____ day of _____ 20_____.

PEACHTREE CITY, GEORGIA

ATTEST: _____
Staff, Peachtree City

BY: _____
City Manager, City of Peachtree City

CONSULTANT

ATTEST: _____ BY: _____

Title: _____ Title: _____

Exhibit "A"
Unit Fee Schedule

Rate Schedule
Unit Rate

Basic Service Rates

Principal	\$_____ /hr
Project Manager	\$_____ /hr
Senior Professional (Architect, Engineer, Interior Designer, etc.)	\$_____ /hr
Professional (Architect, Engineer, Interior Designer, etc.)	\$_____ /hr
Pre-Professional (Architect, Engineer, Interior Designer, etc.)	\$_____ /hr
Senior Administrator	\$_____ /hr
Clerical	\$_____ /hr

Special Service Rates

Information Technology (IT) Technician	\$_____ /hr
CAD Professional	\$_____ /hr
Senior Administrative Assistant	\$_____ /hr
Administrative Assistant	\$_____ /hr
Clerical	\$_____ /hr
Subconsultants	Cost + % _____

QUESTIONS & ANSWERS

QUESTIONS: Do you want resumes and projects of the entire team (including subconsultants) or just the prime firm? Do we need to include any subconsultants on our team?

ANSWER: City staff would like to review sub consultant information to include a company overview and the resume of the primary liaison for the consultants in addition to the prime firm staff. However, only the prime firm will be evaluated for the selection criteria outlined in the scope of work.

QUESTION: Would the City consider the qualifications of a team with a civil / landscape firm as the prime contractor, but included architects on the team?

ANSWER: This RFP is written with the expectation that an architectural firm will be awarded the contract and act as prime.

QUESTION: Do the completed affidavits need to be submitted with the proposals or when the firm(s) are awarded the contract?

ANSWER: The affidavit for **the firm submitting the proposal** must be submitted with proposal. This is state law. **"Before a bid for the physical performance of services is considered by the City, the bid must include a signed, notarized affidavit from the contractor "**

QUESTION: I wanted to verify the insurance requirements. The RFP requires \$2 mill. general liability insurance per each occurrence and the \$3 mill. for professional liability per occurrence; is this correct?

ANSWER: Yes, those are the exact levels recommended by the City Attorney. No mistake.

QUESTION: Is there a page limitation on the RFP response?

ANSWER: As staff time is limited, yes, limit pages to no more than 50 pages of information. (50 single sided or 25 double sided)

QUESTION: Is there a limit to the number of projects we can submit?

ANSWER: As staff time is limited, yes, limit projects to your five most recent government related projects

QUESTION: Is there a limit to the number of resumes we can submit?

ANSWER: At your discretion, as long as you do not exceed the total page limit above.

QUESTION: Are the Option Year Rates required now?

ANSWER: The City expects that the price submitted be fixed for the first and all options year. If more than one rate is submitted the highest rate will be used for evaluation purposes.

QUESTION: Would any parks and recreation projects be included, would survey or environmental services be included under this contract in this scope of work?

ANSWER: Yes possibly.

QUESTION: What disciplines of engineering might be included under this contract? **ANSWER:** Structural, electrical, mechanical, plumbing, civil and geotechnical, etc.

QUESTION: Could any local Peachtree City airport-related building services be included in this RFP scope? **ANSWER:** We do not expect any to be.