

# **REQUEST FOR QUALIFICATIONS**

**DESIGN SERVICES AND CONSTRUCTION ADMINISTRATION  
MORENSTREET LCI IMPLEMENTATION PROJECT  
BUFORD, GEORGIA**

**January 12, 2017**

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**REQUEST FOR QUALIFICATIONS  
DESIGN SERVICES and CONSTRUCTION ADMINISTRATION  
FOR MORENO STREET LCI IMPLEMENTATION PROJECT  
BUFORD, GEORGIA**

The City of Buford, Georgia will receive Statements of Qualifications (SOQ's) from qualified firms for design services at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 until 3:00 p.m. on February 20, 2017. The City is seeking the services of a firm, partnership, joint venture or team to provide design services and construction administration for the Moreno Street LCI Implementation Project. Services shall include topographic survey, transportation planning and traffic management, civil engineering and storm drainage design, landscape architecture, electrical engineering, structural engineering, environmental services; and related professional services, including design development, preparation of construction drawings, specifications, and bid documents.

Funding for construction of the improvements is expected to be provided by the City of Buford, the Federal Highway Administration (FHWA) and the Georgia Department of Transportation (GDOT) through the Atlanta Regional Commission (ARC)'s Livable Centers Initiative (LCI) program. Firms or teams will be required to comply with all applicable regulations of the City of Buford, ARC, GDOT and the FHWA. Consultants must show evidence of prequalification with the GDOT in appropriate areas. Funding for design of the improvements is to be provided by the City of Buford.

Responses to this Request for Qualifications (RFQ) shall include qualifications only along with all other information requested in this RFQ. A qualifications-based selection process will be used. Evaluation of SOQs will be based on the following criteria:

1. Team capacity and experience on LCI Implementation and similar projects, especially related to pedestrian, bicycle, and vehicular transportation improvements (20 points).
2. Team capacity and availability to perform the work outlined in the scope of services, preliminary designation of available expertise to tasks, and preliminary work program and schedule (20 points).
3. Understanding of the project (20 points).
4. Experience which indicates an ability to work collaboratively and communicate well with, and facilitate consensus among, a variety of government, neighborhood, and business interests (20 points).
5. Familiarity with the City of Buford and the region (20 points).

No fee or cost proposal will be accepted. The City of Buford anticipates making a single award. Such an award is projected to be accomplished within seventy-five (75) days from the proposal opening.

Submittal of an SOQ indicates acceptance of the conditions contained in the RFQ. The City of Buford reserves the right to retain all SOQs submitted. All SOQs are public records to the extent required by the Georgia Open Records Act. The City of Buford reserves the right to accept or reject any or all SOQs, to waive informalities, to negotiate changes in the scope of work or services to be provided and to otherwise waive any technicalities. Proposers may direct questions or request additional information regarding the project by contacting Stephanie Lynn at [slynn@cityofbuford.com](mailto:slynn@cityofbuford.com) or Bryan Kerlin at [bkerlin@cityofbuford.com](mailto:bkerlin@cityofbuford.com) at least five (5) days prior to submittal. For a fully copy of the Request for Qualifications, please visit [www.cityofbuford.com](http://www.cityofbuford.com).

**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
DESIGN SERVICES and CONSTRUCTION ADMINISTRATION  
FOR MORENO STREET LCI IMPLEMENTATION PROJECT  
BUFORD, GEORGIA  
INSTRUCTIONS**

1. **Intent:** It is intended that these Instructions and the Schedules and Specifications shall define and describe the complete services to be provided.
2. **Examination:** Firms are advised to examine all documents and current descriptions of the services in order to become fully informed as to their conditions. This includes conformity with specific standards and the character, quality and quantity of the services provided. Failure to examine these areas will not relieve the Designer of its obligation to furnish all products and services necessary to carry out the provisions of the contract.
3. **Selection of Designer or Design Team:** The contract will be awarded to the firm or team that in the City's opinion is the most responsive and responsible according to the criteria provided in Section C of this RFQ.
5. **Responsiveness:** The City will consider the degree to which each firm has submitted a complete SOQ without irregularities, exclusions, special conditions, or alternative SOQs for any item unless specifically requested in the RFQ.
6. **Submission of SOQ's:** It is the firm's responsibility to have its sealed SOQ at Buford City Hall by 3:00 p.m. on February 20, 2017, the deadline for submission. SOQ's received after the deadline will remain unopened and will not be considered. The following address should be used on the outside of the envelope containing the SOQ:

**City of Buford  
2300 Buford Highway  
Buford, Georgia 30518  
Statement of Qualifications  
Design Services and Construction Administration  
South Lee Street LCI Implementation Project**

7. **SOQ's:** Five copies of the SOQ shall be submitted.

**SECTION A**  
**SCHEDULE**  
**Activity and Estimated Date**

1. List RFQ on City website : January 13, 2017
2. Advertise RFQ: January 19, 2017
3. Deadline for receipt of RFQ and SOQs: 3:00 p.m. on February 20, 2017
4. Presentations by selected team, if necessary: Week of February 27, 2017
5. City Manager makes recommendation to City Commission: March 6, 2017
6. City Commission takes formal award/rejection action: March 6, 2017
7. Notice of award and contract documents sent to successful firm: on or about March 10, 2017.
8. Firm returns executed agreement: March 30, 2017
9. Issue Notice to Proceed with effective date of agreement: on or about March 30, 2017

## **SECTION B**

### **SCOPE OF SERVICES**

The City of Buford, Georgia, is seeking the services of a firm, partnership, joint venture or team to provide consulting services for the Moreno Street LCI Implementation Project. Services shall include design development, preparation of construction drawings, specifications and bid documents.

#### **GENERAL**

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services, including but not limited to civil engineering, landscape architecture, environmental documentation, transportation planning and traffic management. Firms or teams must be prequalified by the Georgia Department of Transportation in the appropriate areas, including the following area classes: 3.01, 3.02, 3.08, 3.10, 3.13, 5.01, 5.02, and 9.01. Firms or teams also must be pre-qualified in the appropriate 1.06 subclasses to complete an environmental analysis and prepare environmental documentation in compliance with GDOT and FHWA regulations.

Qualified firms must also demonstrate competence and expertise in graphic and oral communications to diverse groups and expertise in facilitating consensus from multiple public and private interests related to the project.

#### **BACKGROUND**

The Moreno Street LCI Implementation Project is a prequalified project from the Buford Livable Centers Initiative Study.

#### **SCOPE OF SERVICES**

The professional services sought in this request include comprehensive design of all project elements, including field surveys, site analysis and master planning, design development (fully describing project scope, design, materials, details of full design services and preliminary cost estimates), preparation of contract documents (including plans, specifications and bid documents for construction), detailed cost estimates of the work, bidding, and construction administration.

The consultant will report to the City Manager or his designated representative during the term of the contract. Firms or teams will be required to comply with all applicable regulations of the City of Buford, GDOT, FHWA, and Atlanta Regional Commission.

#### **Coordination with Other Organizations**

The consultant will be expected to work closely with a variety of government and community representatives, including but not limited to the staffs of Buford's Planning & Zoning Department, Public Works Department, representatives of the Buford Business Association, Buford residents, staff of the Atlanta Regional Commission, and the Georgia Department of Transportation. It is anticipated that workshops, presentations to and input from these organizations, and from nearby neighborhood groups will be required.

These parties are involved in the Moreno Street LCI Implementation Project:

1. The City of Buford, which will act as the owner for the project during the design and construction phase.
2. The Atlanta Regional Commission and Georgia Department of Transportation, which are providing the federal funding for the project.

### **Phases, Tasks and Products**

#### **1. Design Development**

- a. Prepare design development documents, including description of all design work, demolition, grading and paving plans, storm drainage, utilities adjustment issues (not utility relocation plans), and other necessary civil engineering work, safe and accessible sidewalks and pedestrian ways, bicycle facilities, roadways, traffic signals, parking, streetscape elements, special features such as street furniture, including benches, litter containers, street trees, plant materials, signing, lighting, etc. Use of the City of Buford's approved streetscape details and elements is expected.
- b. Prepare revised views as necessary to describe the project.
- c. Prepare a detailed cost estimate of all elements of the work.
- d. Provide evidence of project's compliance with all relevant local, state and federal codes and regulations including compliance with Georgia DOT's plan development process, environmental process and historic preservation requirements.
- e. Respond to review by the City staff, ARC, GDOT and other parties.

#### **2. Construction Documents**

- a. Prepare construction documents, including plans, specifications (in CSI or similar format), general and supplemental conditions, and bid documents, adequate to let a guaranteed maximum price contract including detailed description of all design work, details of all required demolition of existing structures and other appurtenances, soil erosion and sedimentation control, physical improvements, equipment, demolition, grading and paving plans, storm drainage, and other necessary civil engineering work, safe and accessible sidewalks and pedestrian ways, bicycle facilities, roadways, traffic signals, parking, streetscape elements, special features such as street furniture, including benches, litter containers, street trees, plant materials, signage, lighting, etc.
- b. At the point of 75% completion of construction documents, submit plans and specifications to the City for review with a detailed cost estimate of all elements of the work.
- c. Provide evidence of project's compliance with all relevant local, state and federal codes and regulations including compliance with Georgia DOT's plan development process, environmental process, historic preservation requirements, and NPDES, soil erosion and sedimentation control. Consultant shall be responsible for obtaining all required approvals and permits, including soil erosion permits, NPDES approval and filing NOI.
- d. Prepare pedestrian and traffic control plan to ensure that construction impacts on pedestrian, vehicular and existing and nearby residential, institutional and businesses properties are minimized.
- e. Respond to review by the City staff, ARC, GDOT and other parties as necessary.

#### **3. Bid Assistance**

- a. Make available a complete set of contract documents marked "Approved for Construction." Provide up to four (4) sets of final plans and specifications marked "Approved for Construction." Cost of plans and specifications will be borne by bidders.
- b. Attend pre-bid meeting with contractors to discuss the project.
- c. Respond to bidders questions and issue addenda.
- d. Attend bid opening.
- e. Tabulate and evaluate bids and review to determine if bids are complete and responsive.
- f. Recommend award.

## SECTION C

### STATEMENTS OF QUALIFICATIONS

#### INTRODUCTION

**Overview.** Firms shall provide detailed information so as to demonstrate its understanding of the services requested.

**Documents.** SOQs shall be limited to no more than 20 pages single-sided and should be in an 8½" x 11" format. Five copies of the SOQ shall be submitted. SOQ's shall include any forms provided in the RFQ.

**Submission.** The firm shall package and seal its proposal so that it will not be damaged in mailing or shipping. All SOQs and supporting documents will be submitted in accordance with the "Instructions" Section.

#### QUALIFICATIONS

**Design Services:** Firms/Teams responding to this RFQ must have been engaged in engineering and landscape architectural design and related services for at least five years and be licensed to practice in their appropriate field in the State of Georgia. Consultants must show evidence of prequalification with the Georgia Department of Transportation in appropriate areas on or before the submittal date. These services are to be directly related to the project described in the Section B. Prequalification forms are not included in the page limit.

**Personnel:** Firms/Teams shall have personnel available for assignment to this project who are experienced in all areas of expertise required by the scope of services, including but not limited to civil engineering, landscape architecture, environmental impact assessment, historic preservation, transportation planning and traffic management, and the preparation of construction documents.

**References:** Firms/Teams shall provide references for three similar assignments within the past five years.

**Insurance:** The lead firm shall carry a minimum of Two Million Dollars (\$2,000,000) professional liability policy to protect the City in case of negligent errors, acts or/and omissions of the firm. Please refer to the Sample Agreement for complete insurance requirements.

**Independence:** Firms shall be completely independent of any manufacturer or supplier of the types of material and/or equipment that may be required for the project.

#### TECHNICAL APPROACH

**Methodology:** Explain the methodology you propose to successfully perform the services outlined in Section B.

**Schedule:** Include in your proposal a project schedule indicating key milestones related to the firm's methodology.

#### FIRM EXPERIENCE

**Projects.** In this section, the firm shall provide a detailed description of three similar assignments, on behalf of local governments or similar clients (e.g., boards of education, community improvement

districts, public authorities, etc.) within the southeastern United States completed during the past five years and/or in which it is presently engaged. Include for each engagement:

Client name

Contact person

Telephone and fax numbers, email address

Brief description of the projects, their costs and services provided on each.

Describe in detail whether project was/was not completed on time and within budget.

Photo of project

**Company Capabilities.** The firm shall provide a description of its limitations relative to facilities, staff personnel, on-going projects/contracts, etc. Specifically, what priority it intends to place on this project and how it intends to “staff up” if necessary, should it be chosen as the designer.

**Company Primary Business.** Provide the firm’s primary business interest and/or operations including organization and affiliations.

**Company Information.** Provide the following:

List firm name, address, telephone number, fax number, and email address.

Name of firm’s primary contact person(s) and telephone number(s).

List firm’s total number of employees, by discipline.

List year firm was established.

List amount of professional liability (errors & omissions) insurance carried.

## **PERSONNEL EXPERIENCE**

### **Project Team Information**

**Organizational Chart.** Show an organizational chart for this project.

**Personnel.** Include resumes of proposed personnel showing education, qualifications, and experience. The Project Manager must be PDP certified. Provide a statement that a person assigned to a specific project will remain with that project until completed. The City will permit substitution only after it has given written approval and reserves the right to reject or accept any substitution in personnel proposed during the project.

## **SUPPLEMENTAL INFORMATION**

Provide a statement explaining any exceptions taken to this RFQ. In every case, the City will assume compliance unless a specific exception is taken.

## **EVALUATION FACTORS**

The City will evaluate the SOQs based on technical merit. It is the intent of the City to choose the firm whose SOQ provides the best service to the City. The City reserves the right to waive any irregularities, reject any and/or all SOQs, in whole or in part, when, in the City’s opinion, such rejection is in its best interests.

**Evaluation Method.** An evaluation team will review each SOQ. Its review and evaluation will be based on the following factors:

1. Staff capacity and experience on similar projects, especially related to pedestrian, bicycle, and vehicular transportation improvements. Evidence of past success in the completion of similar projects on time and within budget is especially important (20 points).
2. Staff capacity and availability to perform the work outlined in the scope of services, preliminary designation of available expertise to tasks, and preliminary work program and schedule. The project requires a quick start and completion and a demonstration of the ability to complete work on schedule is important (20 points).
3. Understanding of the project (20 points).

4. Experience which indicates an ability to work collaboratively and communicate well with, and facilitate consensus among, a variety of government, neighborhood, and business interests (20 points).

5. Familiarity with the City of Buford and the region (20 points).

**Oral Presentations and Interviews.** Following the evaluation of the SOQs, the Evaluation Team may request a limited number of firms to make oral presentations and/or be interviewed. If a determination is made that presentations are necessary, the presentations will take place in the City of Buford at a mutually acceptable date and time.

**Negotiations.** Following any presentations, the finalists shall be re-evaluated. The City will negotiate with the firm whose proposal is determined to be most advantageous to the City. If negotiations with the selected firm fail, negotiations shall be initiated with additional firms until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

**Agreement.** If the negotiation produces mutual agreement, the draft agreement included with the RFQ shall be completed and forwarded to the firm for execution. The draft agreement format will be the only acceptable document for execution.

As described in the draft agreement, the successful firm and its subconsultants must comply with the agreement's prohibitions against conflicts of interest and contingent fees. The successful firm shall require each of its subconsultants to comply with all applicable terms of the agreement.

The City reserves the right to select a firm from SOQs submitted and enter directly into a contractual agreement with that selected firm.

**Reservations.** Submittal of an SOQ indicates acceptance of the conditions contained in this request. The City of Buford reserves the right to retain all SOQs submitted. All SOQs are public record to the extent required by the Georgia Open Records Act.

The City of Buford reserves the right to accept or reject any or all SOQs. The City of Buford reserves the right to waive informalities and negotiate changes in the scope of work or services to be provided and to otherwise waive any technicalities.

## **LEGAL AND CHARACTER QUALIFICATIONS**

**Claims and Lawsuits.** Is your firm involved in any pending claims or lawsuits? If so, please describe.

**SAMPLE AGREEMENT**

**THIS AGREEMENT**, entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_, (hereinafter referred to as the "Consultant") and the City of Buford, Georgia (hereinafter referred to as the "City").

**WITNESSETH THAT:**

**WHEREAS**, the City desires to engage the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project");and

**WHEREAS**, the Consultant desires to render such services in connection with the Project.

**NOW THEREFORE**, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Employment of the Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.

2. Scope of Services. Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the City Manager or his/her authorized agent (as used herein the City Manager's "authorized agent" shall mean that person designated by the City Manager in writing to the person executing this contract on behalf of the Consultant), the work and services described in Attachment "A" which is attached hereto and made a part hereof.

3. Time of Performance. The services of the Consultant are to commence no later than seven (7) days after the issuance of a Notice to Proceed and shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A". All services required hereunder shall be completed on or before \_\_\_\_\_.

4. Compensation and Method of Payment. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment "B" which is attached hereto and made a part hereof. In no event however, will the total compensation to be paid the Consultant under this contract exceed the sum of \_\_\_\_\_, including such costs as printing and reproduction costs, couriers, travel and similar costs.

5. Progress Payments. Unless otherwise provided in Attachment "B", the Consultant shall be entitled to receive progress payments on the following basis: Once per month during the existence of this contract, the Consultant shall submit to the City an invoice for payment based on the percentage of completion of the Project through the invoice period. Subject to the City's right to verify the accuracy of the invoice and the satisfactory performance of the work evidenced thereby, the City will make payments to the Consultant as the work progresses but not more often than once a month. Invoices must cover a period ending with the end of a month and must be received within five (5) days following the end of the invoice period. The Consultant will be paid an amount which bears the same ratio to the total compensation to be paid to the Consultant under this contract as the work and services actually performed as of the end of the invoice period bear to the total work and services to be performed by the Consultant under this contract, less all previous progress payments made pursuant hereto.

6. Consultant's Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of the City nor shall such personnel have been employees of the City during any time within the twelve-month period immediately prior to the date of this contract, except with the express prior written consent of the City Manager or his/her authorized agent. Further, Consultant agrees that no such personnel shall be involved in any way with the performance of this contract, without the express prior written approval of the City Manager or his/her authorized agent.

7. Approval of Subcontracts. Subconsultants shall be as provided in the SOQ. Any changes in the makeup of the team shall be requested and pre-approved by the City.

8. Review and Coordination. To insure adequate review and evaluation of the work, and proper coordination among interested parties, the City shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The City may require the Consultant to meet with designated officials of the City from time to time to review the work. Reasonable prior notice of such review meeting shall be given the Consultant.

9. Reports. The Consultant shall furnish the City with a monthly narrative progress report, in such form as may be specified by the City Manager or his/her authorized agent, outlining the work accomplished by the Consultant during the month of such report and the current status of the Project, including the percentage of the work which has been completed as of the end of the month of such report. Such report shall be submitted with the monthly invoice.

10. Inspections. Authorized representatives of the City may at all reasonable times review and inspect the Project activities and data collected pursuant to this contract. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Consultant shall be made available to authorized representative of the City for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of his/her professional obligation to correct, at his/her expense, any errors found in the work.

11. Maintenance of Cost Records. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project 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, and if the work and services to be performed under this contract is wholly or partially funded with Federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

12. Data to be Furnished Consultant. All information, data, reports, records and maps which are existing, readily available and reasonably necessary, as determined by the City Manager or his/her authorized agent, for the performance by the Consultant of the work and services required by this contract shall be furnished to the Consultant without charge by the City. The City, its agents and employees, shall fully cooperate with the Consultant in the performance of the Consultant's duties under this contract.

13. Rights in Documents Materials and Data Produced. Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for him under the terms of this contract shall be delivered to, become and remain the property of the City upon termination or completion of the work. The City shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, or other graphic representations and works of a similar nature. No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Consultant or its subcontractors. If this contract provides for the development of systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems developed under this contract shall be the property of the City, and may be used as the City sees fit including the right to re-use and republish the same without limitation.

14. Publication and Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented publicly or published without prior approval of the City Manager or his/her authorized agent. All such reports, information, data, etc., shall be kept confidential by the

Consultant and shall not be made available to any individual or organization by the Consultant, until the City Manager or his/her authorized agent authorizes the release of same in writing.

15. Interest of Consultant. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the Consultant, nor their agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed by the Consultant as an agent, subcontractor or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph, the Consultant shall request in writing the advice of the City Manager, and if the City Manager shall notify the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.

16. Interest of Members of the City and Others. No officer, member or employee of the City, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member or employee of the City, or public official of any local government affected by the Project, have any interest, direct or indirect, in this contract or the proceeds arising there from.

17. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be admitted to any share or part of this contract or to any benefit to arise there from.

18. Nondiscrimination. The Consultant will not discriminate against any qualified employee, applicant for employment or subcontractor because of age, handicap, religion, creed or belief, political affiliation, race, color, sex, disability or national origin. The Consultant shall take affirmative action to insure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

19. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees and agents from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work herein, but only to the extent caused in whole or in part by acts or omissions of the Consultant, its officers, employees, agents, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, except that this indemnification shall not extend to damages caused by or resulting from the sole negligence or intentional acts or omissions of the indemnity. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Subparagraph. Such obligation shall not be construed to limit or negate the Consultant's right to seek contribution from any or all joint obligees whose acts or omissions in whole or in part gave rise to the claim, damage, loss or expense indemnified hereunder.

20. Insurance. The Consultant shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the City, nor shall the Consultant allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Consultant and the City. The City of Buford should be named as an additional insured on all policies except Workers Compensation and Errors & Omissions Professional Liability.

a. Worker's Compensation: The Consultant shall procure and shall maintain during the life of this agreement, Worker's Compensation Insurance for all of its employees to be engaged in work on the project under this agreement, and in case any such work is sublet, the Consultant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker's Compensation Insurance.

b. Comprehensive General Liability: The Consultant shall procure and shall maintain during the life of this agreement, such Comprehensive General Liability Insurance as shall protect it and any subcontractor performing work covered by this agreement from claims for damages for Bodily Injury, including accidental death, as well as from claims for property damages, which may arise from operations under the agreement, whether such operations are by the Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them as well as products/completed operations coverage to protect the work being performed and completed by the Consultant and its subcontractors. The amount of insurance shall not be less than the following:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Each Occurrence (Bodily Injury and Property Damage)

c. Errors & Omissions: The Consultant shall hold the City harmless from any liability arising from acts or omissions of the Consultant's employees or subcontractors and shall furnish to the City certificates of insurance certifying that the Consultant is carrying errors and omissions or professional liability insurance with minimum limits of \$2,000,000.00 per claim, \$2,000,000.00 aggregate.

d. Automobile Liability: The Consultant shall procure and maintain during the life of this agreement, Comprehensive Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Bodily Injury or death to any one person

\$1,000,000 Bodily Injury, each occurrence

\$1,000,000 Property Damage, each occurrence

The insurance shall include coverage for non-owned and hired vehicles.

The Consultant shall have an umbrella policy in place to provide at least \$2,000,000 in additional coverage limits for the work being performed under this agreement. The umbrella should be placed over the General Liability/Products Liability, Employers Liability and Automobile Liability.

e. Certificates of Insurance: Certificates acceptable to the City shall be attached to the signed Contract Documents when they are transmitted to the City for execution. These certificates shall contain the statement that "Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City, as evidenced by receipts of Registered or Certified mail." The Consultant shall not commence work under this contract until all insurance described above has been obtained and the City has approved such insurance.

21. Changes. The City may require changes in the work and services which the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this contract.

22. Assignability. Except as provided for in the makeup of the consultant's project team and detailed in his Statement of Qualifications, the Consultant shall not assign, sublet or transfer all or any portion of his/her interest in this Agreement without the prior written approval of the City Manager or his/her authorized agent.

23. Termination for Convenience. Either party to this contract may terminate said contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected under this contract (as more fully described in paragraph 14 above) shall, at the option of the City, become its property. If this contract is terminated by the City, the Consultant will be paid either (a) an amount which bears the same ratio to the total compensation to be paid to the Consultant under this contract as the services actually performed prior to the termination of this contract bear to the total services to be performed by the Consultant under this contract, less payments of compensation previously made, or if payment under this contract is on a cost reimbursement basis, (b) the actual expenses incurred by the Consultant prior to the effective date of such termination, as authorized in Attachment "B."

24. Prohibition Against Contingent Fees. The Consultant warrants that the neither the Consultant nor the Consultant's subcontractor(s) have employed or retained any company or person other than a bona fide employee working solely for the Consultant or subcontractor(s) to solicit or secure this Agreement and that neither the Consultant nor the Consultant's subcontractor(s) have paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or the Consultant's subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this contract. For any breach or violation of this provision, the City shall have the right to terminate the contract without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

25. Access to the Site; Photographs. The Consultant shall have access to project locations and sites at all reasonable times and shall be permitted to photograph the project during construction and upon completion for its record and future use.

26. Compliance with Requirements of Georgia Department of Transportation, the Federal Highway Administration, and the Atlanta Regional Commission.

27. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of such State.

**IN WITNESS WHEREOF**, the Consultant and the City have executed this Agreement as of the day first above written.

ATTEST:

\_\_\_\_\_

CONSULTANT

By: \_\_\_\_\_  
Title:

ATTEST:

\_\_\_\_\_

BUFORD CITY COMMISSION

By: \_\_\_\_\_  
City Manager

APPROVED AS TO LEGAL FORM: \_\_\_\_\_  
City Attorney

**ATTACHMENT A**  
**SCOPE OF SERVICES and WORK SCHEDULE**

1. **Work and Services:** The Consultant shall perform in a satisfactory manner, as determined by the City, the work and services as outlined in the contract Attachment, which is attached hereto and made a part hereof by reference.

Within fifteen (15) days of the execution of this contract, the Consultant shall attend an orientation meeting with representatives of the City and the City's Project Team. No later than one (1) month after the execution of this contract, the Consultant shall meet again with the representatives of the City Team to report its progress in performing the Scope of Services, and shall continue to meet with the Client Team for this purpose at least once per month for the duration of this contract.

Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the City Manager or his/her authorized agent (as used herein the City Manager's "authorized agent" shall mean that person designated by the City Manager in writing to the person executing this contract on behalf of the Consultant), the work and services described in the consultant's proposal, dated \_\_\_\_\_, which is attached hereto and made a part hereof.

**ATTACHMENT B**  
**COMPENSATION and METHOD OF PAYMENT**

1. **Compensation:** In no event will the total compensation to be paid to the Consultant under this contract exceed the sum of \_\_\_\_\_.

2. **Method of Payment:** The following supplements that specified in paragraph 5 of the contract.

(A) Consultant's monthly invoices and monthly narrative progress reports are to be submitted to the City Manager or his/her authorized agent and must be received no later than the 20th day of the following month. The City may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

(B) Consultant's final invoice and final narrative progress report must be received by the City no later than twenty (20) days after the project completion date specified in paragraph 3 of the contract. The City may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

**ATTACHMENT C**

Funding for work to be performed under this agreement is to be provided in part by the Georgia Development of Transportation and the Federal Highway Administration. The Consultant shall comply with all applicable regulations of the Georgia Development of Transportation and the Federal Highway Administration.