**DISCLAIMER**

**This Request For Proposal is provided for general informational purposes, may not apply to your city's specific situation and should not be considered a comprehensive RFP. It should be used for comparative purposes only. The RFP should be tailored to reflect the actual context of your city. You should consult with your city attorney before taking any action based on this document.**

**REQUEST**

**FOR PROPOSALS**

**STORMWATER MASTER PLAN**



**February 01, 2018**

TABLE OF CONTENTS

**SECTION PAGE**

TABLE OF CONTENTS 2

REQUEST FOR PROPOSALS 3

INSTRUCTIONS 4

1. PROPOSAL SCHEDULE 5

1. MASTERPLANNING SERVICES 6

1. FEES 14

1. TECHNICAL & FEE PROPOSALS 15

1. ASSURANCES & AFFIDAVIT 19

SAMPLE PROFESSIONAL SERVICES AGREEMENT 22

# REQUEST FOR PROPOSALS

## STORM WATER MASTER PLAN

The City of Decatur, Georgia will receive sealed proposals from qualified firms for professional engineering services in the City Manager's Office, 509 North McDonough Street, Decatur, Georgia 30030 until 3:00 p.m. on March 26, 2018. The City is seeking the services of a firm, partnership, joint venture or team to provide master planning services for a comprehensive update to the City’s Storm Water Master Plan (SWMP). Such an update will include a detailed assessment of the 2004 SWMP, the SWMP-project completion list, assessment of plan goals, review of and revision to the existing plans and ordinances, meetings with stakeholders, innovative public engagement, plan development and preparation of deliverables.

A mandatory pre-proposal conference will be held at 10:00 a.m. on March 5, 2018, in the City Commission meeting room of Decatur City Hall, 509 North McDonough Street, Decatur, Georgia 30030. Any questions and/or misunderstandings that may arise from this proposal should be submitted, in writing, and forwarded to the Project Civil Engineer prior to this conference. Answers to such questions that materially change the conditions and specifications of this request for proposal will be sent to all attendees as an addendum. Any discussions or documents will be considered non-binding unless incorporated in an addendum. When addenda are required, the proposal opening date may be extended. Parties responding to this Request for Proposals must attend this briefing session in order for their submittal to be considered.

The City of Decatur anticipates making a single award. Such an award, if any, is projected to be accomplished within sixty (60) days from the proposal deadline. Evaluation of proposals will be based on the following criteria:

1. Staffing capacity and experience on similar projects.
2. Availability to perform the work outlined in the scope of services, preliminary designation of available expertise to tasks, preliminary work program, schedule, and command of the most current science and technology for stormwater.
3. Understanding of the project.
4. Experience which indicates an ability to work collaboratively and communicate at the highest level with and facilitate consensus among a variety of government, neighborhood, and business interests.
5. Overall financial stability of the firm as determined by financial information require by the RFP and/or from other sources. 6. Fee

Responses to this Request for Proposals (RFP) shall include technical and fee proposals along with all other information requested in this RFP. The fees shall be the full cost to the City of Decatur.

Submittal of a proposal indicates acceptance of the conditions contained in the RFP. The City of Decatur reserves the right to retain all proposals submitted. All proposals are public records to the extent required by the Georgia Open Records Act. The City of Decatur reserves the right to accept or reject any or all proposals, to waive informalities, to negotiate changes in the scope of work or services to be provided and to otherwise waive any technicalities.

The RFP is available at www.decaturga.com/requestforproposals. For additional information, contact Jennings Bell, Project Civil Engineer, at 678-553-6529 or jennings.bell@decaturga.com.

## INSTRUCTIONS

1. **Intent**: It is intended that these Instructions and the Schedules and Specifications shall define and describe the complete services to be provided.

1. **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 consultant of its obligation to furnish all products and services necessary to carry out the provisions of the contract.

1. **Mandatory Pre-Proposal Conference**: A pre-proposal conference will be held at 10:00 a.m. on March 5, 2018, in the City Commission meeting room of Decatur City Hall, 509 North McDonough Street, Decatur, Georgia 30030. Any questions and/or misunderstandings that may arise from this proposal should be submitted, in writing, and forwarded to the Project Civil Engineer prior to this conference. Answers to such questions that materially change the conditions and specifications of this request for proposal will be sent to all attendees as an addendum. Any discussions or documents will be considered non-binding unless incorporated in an addendum. When addenda are required, the proposal opening date may be extended. Parties responding to this Request for Proposals must attend this briefing session in order for their submittal to be considered.

1. **Selection of Consulting Firm or 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 D of this RFP.

1. **Responsiveness**: The City will consider the degree to which each firm has submitted a complete proposal without irregularities, exclusions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

1. **Submission of Proposals**: It is the firm’s responsibility to have its sealed proposal at the City Manager’s Office by the deadline for submission. Proposals 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 proposals:

## City Manager City of Decatur 509 North McDonough Street Decatur, Georgia 30030

1. **Proposals**: An original and nine copies of the proposal shall be submitted in paper format with one flash drive containing digital copies of the proposal in Microsoft Word and PDF file formats. Fewer copies of extensive materials covering the firm’s work are acceptable. Proposals should be limited to no more than 20 single sided pages or 10 double sided pages and should be bound in an 8½" x 11" format.

# SECTION A

**SCHEDULE**

## Activity Estimated Date

1. Mail / List RFP on Web Site: Feb 12, 2018

1. Advertise Proposals: Feb 12, 2018

1. Pre-Proposal Conference: Mar 5, 2018

1. Deadline for receipt of proposals: Mar 26, 2018

1. Presentations by selected firms: Apr 02, 2018

1. City Manager makes recommendation to City Commission: Apr 16, 2018

1. City Commission takes formal award/rejection action: Apr 16, 2018

1. Notice of award and contract documents sent to successful firm: Apr 17, 2018

1. Firm returns executed agreement: Apr 23, 2018

1. Issue Notice to Proceed with effective date of agreement: Apr 24, 2018

**SECTION B**

**MASTER PLANNING SERVICES**

## GENERAL

The City of Decatur, Georgia, is seeking the services of a firm, partnership, joint venture or team to provide master planning services for its Storm Water Master Plan (SWMP) update. Services shall include an assessment of the 2004 SWMP, current SWMP project completion, assessment of plan goals, review of development ordinances, evaluation of the City Storm Water Utility (SWU), meetings with stakeholders, innovative public engagement, plan development, recommend changes to development ordinances, and preparation of deliverables.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services. Those areas include, but are not limited to, master planning, civil engineering, enterprise utility fund budgeting, regional watershed planning, Green Infrastructure/Low Impact Development (GI/LID) storm water management, writing municipal ordinances, hydrologic/hydraulic modeling, graphic and oral communications to diverse groups and expertise in facilitating consensus from multiple public and private interests related to the project.

## BACKGROUND

The City of Decatur was incorporated in 1823, is home to roughly 22,000 residents covering 4.4 square miles and serves as the county seat for DeKalb County. It has the highest population density among all cities in Georgia. The land use is characterized by a dense urbanized downtown core, surrounded by traditional single-family neighborhoods. The City includes 4 primary watersheds, and is bisected by the sub-continental drainage divide, with water on the north side of the City draining to the Gulf of Mexico and water on the south draining to the Atlantic Ocean.

The City’s Stormwater Utility (SWU) was created in 1999 to fund maintenance activities, capital improvements and master planning in response to existing storm water problems and anticipated growth. The current SWMP was completed in 2004 and serves as a storm water facilities master plan that includes a GIS inventory of the Municipal Separate Storm Sewer System (MS4), with a recommended schedule and expected cost for improvements based on an

analysis of the system’s capacity, condition and citizen input. Several high priority recommendations have been completed or are underway, but many projects have yet to be undertaken.

Decatur has regulated storm water discharge rates since adopting its initial drainage ordinance in 1977. Runoff from commercial properties was generally reduced under City ordinances, through redevelopment of existing parking lots and mitigation requirements for storm water runoff. In the past decade re-development of existing single-family residential properties has produced larger dwellings and more impervious surfaces. These individual dwellings typically result in small runoff increases that are exempt from mitigation required by the City’s current Unified Development Ordinance (UDO), but may be resulting in neighborhood or community impacts from the accumulation of many small increases. In addition to general storm water volume issues, the City has water quality issues related to urban runoff in both commercial and residential areas, as evidenced by 303(d) listings for two of the City’s four creeks. Peavine Creek and Shoal Creek are both 303(d) streams, listed for fecal coliform.

## GOAL

The City’s vision is to adopt a sustainable method for controlling stormwater as an environmental and community resource by emphasizing Green Infrastructure/Low Impact Development (GI/LID) best practices along with traditional storm water methods, in a manner that balances environmental benefits, protection of property, and public safety.

A major goal of City’s SWMP involves contributions to this vision at all levels of the community, including individual properties, neighborhoods, public spaces, rights-of-way, and regional watersheds. Individual property contributions may involve voluntary or required GI/LID mitigation of runoff from small storm events on previously exempt improvements to singlefamily dwellings. Regional contributions may include updating conveyance standards and design storm goals for each component of the drainage system. (e.g., road gutters, inlets, pipes, culverts, etc.). Areas without sufficient infrastructure to achieve this goal will be identified and conceptual designs generated for improvements to minimize overland flows and prevent unintended bypassing of the drainage system. All contributions will be evaluated based on drainage patterns and tributary areas assuming maximum build-out and lot coverage.

Mitigating environmental impacts from urban runoff and improving water quality on a watershed basis is another major City goal. Watersheds assessments to support this goal should be updated to reflect environmental changes and new industry practices with optimal implementation of GI/LID practices. Water quality improvement strategies established by the 2004 SWMP may be evaluated to verify their effectiveness and how they can be improved, so that the City meets and exceeds minimum water quality requirements, with a SWMP that directs City efforts to watershed improvements that provide the greatest benefits.

The City’s SWU must provide a high level of service to meet this vision, with a funding mechanism based on an accurate Equivalent Residential Unit (ERU) and a scope of services that clearly defines how resources will be used on public and private infrastructure.

## SCOPE OF SERVICES

The professional services sought in this request include an assessment of existing conditions, public engagement, facility inventory and mapping updates, hydrologic and hydraulic analysis, analysis of development ordinances, and plan development with capital planning, cost estimating, and financial planning. The scope of services does not include any capital improvements or contract administration. Proposals may include additional action items that, in the opinion of the proposer, will help achieve the goals and intent of the tasks that are not listed in this RFP or the related documents. These should be clearly identified in the proposal.

The consultant will ultimately report to the City Manager or her designated representative during the term of the contract. Firms or teams will be required to comply with all applicable regulations and best practices of the City of Decatur and other relevant agencies.

## 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 members of Decatur’s Public Works Department, Community and Economic Development (CED) Department, Active Living

Department, City Commission, Planning Commission, Environmental Sustainability Board

(ESB), Decatur Neighborhood Alliance, the Decatur Downtown Development Authority (DDA),

Decatur Business Association (DBA), Decatur Housing Authority (DHA), the City Schools of Decatur (CSD), as well as Decatur residents, property owners, business owners, builders, and developers.

**Tasks and Products**

## Task 1. Detailed Assessment of Conditions

1. Consult with appropriate entities to confirm project scope.
2. Collect relevant base data, facility inventories, maps, aerial imagery, plans, ordinances, budgets, and billing information.
3. Inspect the storm drainage system as necessary to identify all attributes of new, replaced, or removed infrastructure, including material and age. The consultant shall verify existing conditions with field surveys, dye tests, CCTV inspections, exploratory excavations and digitization of filed construction documents.
4. Assess the existing GIS inventory to determine the extent of work necessary for modifying the data to enable accurate hydraulic modeling.
5. Conduct a detailed assessment of the current community characteristics and how they have evolved since the 2004 SWMP.
6. Conduct an assessment of City plans and ordinances that are relevant or focus on stormwater management since the adoption of the 2004 SWMP.
7. Document changes in conditions or assumptions to current conditions by: a) modifications to descriptions, data, figures, etc., where changes will likely have a bearing on future recommendations; or b) notations of changes or deletions where changes will not likely have a bearing on future recommendations.
8. Assess the status of recommendations made in the 2004 SWMP to determine whether the recommendations are: a) complete; or b) incomplete. For items determined to be complete, document completion date, funding, responsible party, etc. For items determined to be incomplete, assess whether recommendations remain relevant or if superseded by changes in conditions or assumptions.
9. Prepare refined schedule and scope of work as necessary.

## Task 2. Public Engagement

1. Develop an outreach process that promotes the active engagement of a broad crosssection of stakeholders in the community, with efforts and accommodations made to include low to moderate income, minority, elderly or disabled citizens. The selected firm will be expected to conduct a compelling outreach process that successfully translates technical information and is able to present it in an understandable way that engages the public.
2. Schedule public engagement functions that meet the needs of the planning process. Conduct public workshops and meetings to publicize the project, develop goals and objectives, explore alternative standpoints, and facilitate consensus for recommended SWMP updates. It is anticipated that 4-6 public workshops and or meetings will be necessary. Additional meetings are encouraged and should be conducted as the consultants deem necessary.
3. Schedule meetings and interviews with representatives of all relevant City departments, the steering committee, and other organizations to document institutional history of stormwater management issues and public needs.
4. Maintain records of all information garnered through the public engagement task for inclusion with deliverables.
5. Utilize the City’s DecaturNext website to post updates, surveys and other materials designed to keep residents, businesses and other stakeholders informed, engaged and involved in the planning process as necessary before and after each public engagement event.

## Task 3. Facility Inventory & Mapping

1. Verify accuracy of existing GIS storm drainage facility inventory through field surveys of a statistically significant number of drainage features identified in the 2004 SWMP.
2. Update existing GIS storm drainage facility inventory to include all new, replaced, modified, removed, and omitted GIS features and GIS attributes for surface flows, inlets, pipes, detention vaults, basins, and sub-basins necessary for hydraulic modeling. After acceptable accuracy is verified, existing facility information will provide a base condition to be supplemented with inspections performed during the assessment of conditions. Perform surveys as necessary to provide an acceptable base condition if accuracy of existing GIS inventory is not verified. Mapping of facilities should be digitized in a format consistent with the mapping procedures, computer system and format used by City engineering staff. The final deliverable product shall be in ArcGIS format.
3. Expand the GIS Inventory to include a layer for drainage easements conveyed to the City, by interpreting and digitizing hardcopy easement documents with legal descriptions and/or survey exhibits that are on file with the City.
4. Verify accuracy of the ownership attribute for all features in the GIS Inventory to ensure features are identified as public if they are in a public right-of-way, a public property, or a City easement. Document features with an incorrect ownership attribute and reach a consensus with City staff on appropriate modifications and alter attributes based on that consensus.

## Task 4. Hydrologic & Hydraulic Analysis

1. Determine present and future land uses and development patterns through coordination with City staff in the Planning Department and Design, Environment & Construction Division.
2. Assist the City in verifying the desired level of service for storm drainage facilities.
3. Provide required technical guidance by summarizing performance criteria or guidelines used by comparable jurisdictions.
4. Estimate peak flow demands for the desired level of service from hydrological data (e.g., soils, present and future land use, and topography, etc.), with calculations appropriate to the conditions being evaluated.
5. Identify areas without sufficient infrastructure to achieve the desired level of service based on drainage patterns, tributary areas, and maximum zoning coverage.
6. Calculate peak flows for all major public and private system points, including surface concentrated flows, inlets, water quality features, pipes, junctions, detention vaults, channels, culverts, creeks, stream crossings, and other major system components.
7. Estimate the hydraulic capacity of existing storm drainage facilities using normal flow relationships for full pipe flow, open channel flow, weir flow, or orifice flow as appropriate with backwater profile procedures for non-uniform flow conditions, including tailwater conditions for all major public and private system points.

## Task 5. Feasibility Study for Acceptance of Substandard Private Infrastructure

1. Identify components of the MS4 that are privately-owned, privately-maintained, and convey runoff from multiple properties.
2. Identify system components for which the City has received requests for assistance with maintenance and repair, as found through public engagement, organizational meetings, complaints and staff interviews.
3. Classify the condition and expected remaining effective life for each existing private system component.
4. Provide a life cycle cost (per parcel) for purchasing existing private system components, modifying them to meet current standards and providing on-going maintenance, or constructing alternate proposed infrastructure that would eliminate the need for components on private property.
5. Research peer communities’ policies to determine the typical methods for assisting with maintenance on private infrastructure and provide options addressing requests for assistance with maintenance and repair of existing private system components.
6. Provide a financial analysis to determine if an increase to the SWU Fee would be required for the City to purchase and maintain 1) all private infrastructure and 2) those for which requests have been received.
7. Based on all input, provide policy recommendations related to level of service in the City storm water utility ordinance, the City’s process for acceptance of infrastructure on private property, and/or alternative options for assisting property owners.
8. Provide draft modifications to the City’s UDO, formatted appropriately with InDesign for stormwater utility ordinance.

## Task 6. Analysis of Development Ordinances

1. Document the types of development that are required to provide stormwater mitigation in jurisdictions with comparable density and the stormwater best management practices (BMPs) currently utilized for those developments, as well as the latest industry trends for innovative, effective, and fiscally responsible stormwater management measures. When documenting the practices of other jurisdictions for any task, the number of jurisdictions compared shall be sufficient to adequately represent all reasonable methods of stormwater management.
2. Provide a comparison and evaluation of the effectiveness for mitigation requirements and BMPs in the current City stormwater management ordinance relative to other jurisdictions. Quantifiable metrics must be specified while considering effectiveness and shall at least include the environmental benefits, regional impact, size of storm events mitigated, needed level of design, area requirements, complexity of construction, cost, frequency/difficulty of maintenance, and expected functional life.
3. Provide case studies for each type of development to determine the practical feasibility of utilizing alternate regulatory mechanisms and effective BMPs in the City of Decatur.
4. Based on public input, evaluation of effectiveness, and case studies, recommend modifications to the City stormwater management ordinance for each type of development and the stormwater management policy guidelines. Such recommendations

should at least include stormwater regulation thresholds like impervious area, performance BMPs that must be engineered and their applicability, and prescriptive BMPs standards and their applicability.

1. Revise the Stormwater Management Ordinance section on Performance Criteria to include infiltration requirements consistent with the Georgia Stormwater Management Manual for retention of the first inch in every storm event.
2. Provide draft modifications to the City UDO, formatted appropriately with InDesign for stormwater management ordinance and stormwater management policy guidelines.

## Task 7. Master Plan Development

Prepare a detailed update to the 2004 SWMP with recommendations based on the outcomes of community engagement, assessment of conditions, hydrologic & hydraulic modeling, and future land use trends. Recommendations, at a minimum, shall include the following:

1. The level of desired commitment for use of GI/LID shall be specified for each section of the SWMP, at least including general goals, guidance for changes to public right-of-ways, use when developing private property and how those goals differ from minimum requirements.
2. Capital Planning
   1. Based on the existing conditions assessment, provide an evaluation, and if appropriate, conceptual alternatives for capital recommendations made in the 2004 SWMP, determined to be incomplete and still relevant, with appropriate updates as needed due to community changes. Conceptual alternatives must include GI/LID consistent with the desired level of commitment or explanation for deviations.
   2. As part of this work, a qualitative assessment of storm drainage problem areas is required. This information can be prepared from interviews with City officials, complaint files, citizens' forums and workshops that will allow residents an opportunity to share their concerns about storm drainage, flooding and water quality. Specific areas shall be identified, with a priority ranking for analysis and possible remedial actions to be recommended in the SWMP.
   3. Provide conceptual alternatives for ideas received during public engagement and for areas identified as not meeting the desired level and/or scope of services during the H&H analysis, including modifications to existing infrastructure and

new infrastructure. Conceptual alternatives must include GI/LID consistent with the desired level of commitment or explanation for deviations.

1. Combine all conceptual alternatives into a prioritized capital projects list, including a ranking by importance. Considerations for rankings shall include severity of the deficiency, area of impact, public safety benefits, project scale, effected individuals, properties, businesses, organizations, and other metrics deemed necessary by the consultant and City staff to achieve the optimal level and scope of service.

## Task 8. Implementation Plan

Prepare a detailed implementation plan that outlines a strategy to support development of the master plan. At a minimum, the implementation plan will include:

1. A preliminary 20-yr implementation schedule for the highest priority capital projects.
2. A detailed list of actions to implement the Master Plan. The action should include a start date, completion date, cost estimates, financing options and responsible parties
3. An implementation strategy that describes the organizational structure and process that will be used to ensure the master plan and supporting tasks are implemented.
4. A description of the changes necessary within the comprehensive plan, zoning ordinance, development regulations or other locally adopted plans of the City of Decatur to support the master plan, including a committed schedule for adopting such changes.
5. Cost Estimating
   1. Prepare preliminary cost estimates for implementation of each alternative.
   2. Prepare preliminary projected cost estimates for operation & maintenance of existing and new infrastructure including staffing, equipment, and expected other SWU expenses, over a 20-yr period.
   3. Create a proposed 20-yr SWU budget including capital and maintenance items that is consistent with the established schedule.
6. Financial Planning
   1. Review and evaluate UDO Sections 9.7 Stormwater Utility and 9.8 Stormwater Fees.
   2. Evaluate the City’s SWU Fund to prepare recommendations for any modifications to the Equivalent Residential Unit (ERU), storm water utility fee, scope of services, level of services, staffing, equipment, or other components of the SWU.
      1. Residential portions of the evaluation shall ensure that the ERU is consistent with the impervious area of a typical (median) single-family dwelling.
      2. Non-residential portions of the funding evaluation shall include impervious area assessments based on aerial imagery to verify properties are assessed for an accurate number of ERUs.
   3. Provide a 20-yr analysis of projected revenues using existing funding practices.
   4. Compare revenues and expenditures to determine whether or not the current funding methods are sufficient.
   5. Recommend changes to the SWU for any deficiencies found by the financial analysis with justification based on capital plans and project cost estimates.
   6. Provide draft modifications to the City UDO, formatted appropriately with InDesign for stormwater utility ordinance.

## Task 9. Deliverables

1. Progress on tasks will be documented through interim reports, maps, drawings, and other presentation materials. All deliverables should be available in both hard copy and electronic formats. Presentations to City staff, stakeholders, steering committee members, and members of the City Commission will be necessary during development of the update.
2. A final written report that includes comprehensive documentation of each task, based on the goals outlined in this RFP, as well as presentations to the City Commission summarizing the process and findings at a final submittal stage.
3. Public education package including a comprehensive powerpoint presentation and a concise pamphlet for use by the City in on-going public education activities and as a reference for new residents explaining stormwater basics like watersheds, City stormwater history, the SWMP, the SWU, drainage regulations, completed improvements, and future goals.
4. Visual displays for public presentations.
5. Recommended stormwater management projects must be accompanied by preliminary plans in the form of project layouts superimposed on aerial imagery for each proposed design.
6. A digital file of all the raw data collected or produced during development of the SWMP.
7. Public engagement summary that documents the public engagement process, problem areas, common concerns, requests, comments and other findings.
8. Draft and final modifications to City Ordinances at least including the Stormwater Management Ordinance, Stormwater Utility Ordinance, and Stormwater Management Policy Guidelines.
9. Draft and final versions of the updated SWMP.
10. Additional deliverables that the City and consultant agree are helpful to meet the goals of the SWMP update.

**SECTION C**

# FEES

Firms will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in Section B as will be accomplished and described in its technical proposal. The City anticipates ordering all tasks; however, it reserves the right to modify the tasks described in Section B.

Proposed fees should be listed by phase and task (as described in Section B) as well as a total for all phases and tasks. The City of Decatur reserves the right to request a specific breakdown of item costs within each task. Costs shall be inclusive, with printing, copying, postage, deliveries, travel and all other categories included. Proposed costs should be itemized to show the number of hours of direct labor for each task, overhead rate, profit, and other direct costs.

**SECTION D**

# TECHNICAL AND FEE PROPOSALS

## INTRODUCTION

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

**Documents.** Proposals should be limited to no more than 20 single sided pages or 10 double sided pages and should be in an 8½" x 11" format. An original and nine copies of the proposal shall be submitted. Fewer copies of extensive materials covering the firm’s work are acceptable. Please submit proposals in Microsoft Word and PDF file formats on a flash drive. Proposals shall include the forms provided in the RFP.

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

## QUALIFICATIONS

**Design Services:**Firms responding to this RFP must have been engaged in master planning processes, civil engineering, enterprise utility funds, regional watershed planning, GI/LID storm water management, writing municipal ordinances, hydrologic/hydraulic modeling, and Related Services for at least five years and be licensed to practice in their appropriate field in the State of Georgia. These services are to be directly related to the project described in the Section B.

**Personnel***:*Firms shall have personnel available for assignment to this project who are experienced in site planning, architectural and landscape design, civil engineering, environmental impact assessment, stormwater management, and preparation of ordinances and plan documents.

**References**:Firms shall provide references for three similar assignments from other municipalities within the past ten years.

**Insurance**:Firms 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.

## TECHNICAL APPROACH

**Methodology**: Explain the methodology you propose to successfully perform the services outlined in Section B. Submit a listing of resources and materials that will be required from the City to complete the SWMP update.

**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., environmental agencies, community improvement districts, public authorities, etc.) within the United States completed during the past ten years and/or in which it is presently engaged.Include for each engagement:

1. Client name
2. Contact person
3. Telephone and email address
4. Brief description of the projects, their costs and services provided on each.
5. Describe in detail whether project was/was not completed on time, within budget, and adopted by the client.
6. Copy or working web link to plan (if available)

**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:

1. List firm name, address, telephone number, and email address.
2. Name of firm’s primary contact person(s), telephone number, and email address.
3. List firm’s total number of employees, by discipline.
4. List year firm was established.
5. List amount of professional liability (errors & omissions) insurance carried.

**PERSONNEL EXPERIENCE**

## Project Team Information

**Organizational Chart.** Provide an organizational chart for this project detailing roles, responsibilities, and assigned personnel.

**Personnel.** Include resumes of proposed personnel showing education, qualifications, professional qualifications, and experience. Provide a statement that a person assigned to a specific project will remain with that project until completed. The City will permit substitution only by written approval and reserves the right to reject or accept any substitution in personnel proposed during the project.

## FEE PROPOSAL

**Reasonableness**. Fee Proposals will be evaluated for completeness and reasonableness as it relates to the technical proposal.

**Best Value**. The Fee Proposal is important. However, it will not be the determining factor in the selection process. It is not the intent of the City to limit innovative solutions by budget constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

**Financial Report.** The Fee Proposal shall include the firm’s last annual report or financial statement that will demonstrate its financial stability and ability to undertake this project.

**Assurances.** Assurances in Section E shall be submitted with the Fee Proposal.

## SUPPLEMENTAL INFORMATION

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

## EVALUATION FACTORS

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

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

1. Staff capacity and experience on similar projects, especially stormwater management planning. Evidence of past success in the completion of similar projects on time and within budget is especially important.

1. 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.

1. Understanding of the project.

1. Experience which indicates an ability to work collaboratively and communicate well with, and facilitate consensus among, a variety of government, neighborhood, and business interests using innovative engagement methods.

1. Overall financial stability of the firm as determined by financial information required by the RFP and/or from other sources.
2. Proposed fees.

Consultant firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in such aspects as ownership, professional personnel, consultants and staff. Evidence of such diversity should be part of the submittal.

**Oral Presentations and Interviews.**Following the evaluation of the proposals, 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 Decatur at a mutually acceptable date and time. Presently, it is expected that presentations will take place during the weeks of April 2, 2018 or April 9, 2018.

**Negotiations.**Following any presentations, the finalists shall be re-evaluated. The City may 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 RFP 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 subcontractors must comply with the agreement’s prohibitions against conflicts of interest and contingent fees. The successful firm shall require each of its subcontractors to comply with all applicable terms of the agreement.

The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

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

The City of Decatur reserves the right to accept or reject any or all proposals. The City of Decatur 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.

**SECTION E**

# ASSURANCES

## EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in such aspects as ownership, professional personnel, consultants and staff. Evidence of such diversity should be part of the submittal.

**EEO Plan**. The firm will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to age, race, color, genetic information, national origin, religion, political affiliation, handicapped status, gender, sexual orientation, sexual preference, transgender status, gender identity and expression.

The firm will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and firm-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

1. Does the firm have the above EEO policy in place?

[ ] Yes [ ] No

1. If the answer to a. above is no, will the firm have such a policy in place for this project?

[ ] Yes [ ] No

**Statement of Assurance.** The firm herein assures the City that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with the Americans with Disabilities Act.

Firm’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **LEGAL AND CHARACTER QUALIFICATIONS**

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

**AFFIDAVIT**

This proposal is submitted to the City of Decatur, Georgia (the City) by the undersigned who is an authorized officer of the firm and said firm is licensed to do business in Georgia. Further, the undersigned is authorized to make these assurances and certifies their validity. The firm recognizes that all assurances and representations herein are binding on the firm and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the agreement.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the firm.

The firm understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the firm's proposal with no re-submittal rights.

The firm understands that the City, after considering the legal, financial, technical, and character qualifications of the firm, as well as what in the City's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The firm understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. It understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any agreement issued will be on the basis of the firm’s service and financial plans and arrangements are feasible and adequate to fulfill the conditions set forth in this project and the firm’s response.

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print/Type)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(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.

1. 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.

1. Time of Performance. The services of the Consultant are to commence no later than seven (7) days after the execution of this contract 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 . Provided, however, that the Consultant shall not be responsible for any delays caused by the City, the City’s Consultants, or circumstances beyond the Consultant’s control.

1. 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, courier costs, travel and similar costs.

1. Progress Payments. Unless otherwise provided in Attachment "B", the Consultant shall be entitled to receive progress payments on the following basis: As of the last day of each calendar 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. Upon completion and acceptance by the City of the work, including the receipt of any final written submission of the Consultant, the City shall pay the Consultant a sum equal to one hundred per cent (100%) of the compensation to be paid under this contract, less the total of all previous payments made.

1. Consultant's Personnel. Consultant represents that it has, or will secure at it’s 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.

1. Approval of Subcontracts. None of the work or services to be performed under this contract by the Consultant shall be subcontracted without the prior written approval of the City Manager or his/her authorized agent. If such subcontracting is authorized as herein provided, all subcontract documents shall be submitted to the City Manager or his/her authorized agent, for his/her review and approval prior to the execution of such subcontract. Further, if requested by the City Manager or his/her authorized agent, for his/her review and approval prior to the execution of such subcontract. Further, if requested by the City Manager or his/her authorized agent, the Consultant shall provide the City with such documentation as the

City Manager shall require, regarding the method the Consultant used in selecting its subconsultant. The Consultant acknowledges that if the work or services to be performed under this contract is financed solely or partially through Federal funds, the selection of subconsultants is governed by regulations requiring competition between potential subconsultants or adequate justification for sole source selection. The Consultant agrees to abide by such regulations in its selection procedure. The Consultant shall require each of the Consultant’s subconsultants to sign a statement certifying to and agreeing to comply with the terms and conditions of this agreement. The consultant shall return such executed statements to the City and they shall be incorporated in and become a part of the Agreement. No compensation shall be payable to the Consultant until executed certifications are received by the City for all of the Consultant’s subconsultants.

1. 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.

1. 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 furnished within five (5) days of the end of the month of such report.

1. 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.

1. 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.

1. 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.

1. 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 subconsultants. 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.

1. 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.

1. 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 subconsultants, 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, subconsultant or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph 16, 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.

1. 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 therefrom. 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 therefrom.

1. Nondiscrimination. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age or disability. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and, participation in recreational and educational activities.

1. 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.

1. 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 subconsultant to commence work on his subcontract until all similar insurance required of the subconsultant has been so obtained and approved by the Consultant. All policies shall be written by insurers licensed to do business in the State of Georgia and acceptable to the City, with a current A.M. Best rating of no less than A-:VII or equivalent. The Consultant and any subconsultants must maintain the required insurance coverages for the duration of this agreement. The Consultant shall procure and maintain, at his/her own expense, and shall cause any subconsultants to procure and maintain the minimum insurance coverages listed below.

1. Workers’ Compensation - The Consultant shall procure and shall maintain during the life of this agreement, Statutory Worker's Compensation Insurance and Employers’ Liability 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 subconsultant similarly to provide Workers’ Compensation Insurance and Employers’ Liability 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 Workers’ Compensation Insurance and Employers’ Liability Insurance.

1. 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 subconsultant 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 subconsultant 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 subconsultants. 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 Limit |

1. Errors & Omissions/Professional Liability - The Consultant shall hold the City harmless from any liability arising from acts or omissions of the Consultant’s employees or subconsultants and shall furnish to the City certificates of insurance certifying that the Consultant is carrying errors and omissions/professional liability insurance in amounts not less than the following:

$1,000,000 Each claim

$2,000,000 Annual aggregate

1. 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 owned, non-owned and hired vehicles used in the performance of this agreement.

1. Umbrella Policy - The Consultant shall have an umbrella policy in place to provide at least $1,000,000 in additional coverage limits for the work being performed under this agreement or an amount equal to that to be paid for the work being performed under this agreement, whichever is greater.

The umbrella should be placed over the General Liability/Products Liability, Employers Liability and Automobile Liability.

1. Additional Insured - The Consultant shall name the City as an additional insured and shall provide the City with proof thereof with the certificate of insurance and copy of endorsement that meets the additional insured requirement or specifically lists the City as an additional insured for said work by Consultant.

1. 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.

* 1. 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.

* 1. Assignability. 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.

* 1. 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 as provided in this paragraph 23, 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, provided however, that if less than sixty per cent (60%) of the services covered by this contract have been performed by the effective date of such termination, the Consultant shall be reimbursed (in addition to the foregoing payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by the Consultant during the contract period, which are directly attributable to the uncompleted portion of the services covered by this contract; 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."

* 1. 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.

* 1. Compliance with Illegal Immigration Reform and Enforcement Act. Consultant and all subconsultants shall comply with Georgia’s Illegal Immigration Reform and Enforcement Act of 2011.

* 1. 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.

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Consultant) |
| ATTEST: |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Title: |
|  | CITY OF DECATUR |

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 Exhibit A-1 which is attached hereto and made a part hereof by reference.

**Attachment**

**Exhibit A-1**

**SCOPE OF SERVICES**

**Attachment**

**Exhibit A-2**

**Schedule**

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

A breakdown of this compensation is shown in Exhibit B-1, which is attached to and made a part of this contract for financial reporting, monitoring and audit purposes.

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

1. 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 5th day of the following month. The City may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

1. Consultant's final invoice and final narrative progress report must be received by the City no later than five (5) 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.