



**DeKalb County
Department of Purchasing and Contracting**



REQUEST FOR PROPOSALS (RFP) NO. 16-500424

DESIGN / BUILD SERVICES

FOR

HEARN ROAD PUMP STATION IMPROVEMENT PROJECT

Procurement Agent: Cornell Brown
Phone: 404-687-3949
Email: cbrown1@dekalbcountyga.gov

(Mandatory) Pre-Proposal Conference and Site Visit: 12/20/2016
Deadline for Receipt of Questions: 1/3/2017
Deadline for Submission of Proposals: 01/26/2017

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

TABLE OF CONTENTS

Section	Title	Page
I.	Introduction.....	3
II.	Statement of Work	7
III.	Proposal Format	10
	A. Cost Proposal	10
	B. Technical Proposal	11
	C. Local Small Business Enterprise Ordinance.....	24
	D. Federal Work Authorization Program	25
IV.	Criteria for Evaluation	25
V.	Contract Administration.....	25
	A. Standard County Contract	26
	B. Submittal Instructions.....	26
	C. Pre-Proposal Conference and Site Visit.....	26
	D. Questions.....	26
	E. Acknowledgement of Addenda	26
	F. Proposal Duration	27
	G. Project Director/Contract Manager	27
	H. Expenses of Preparing Responses to this RFP	27
	I. Georgia Open Records Act	27
	J. First Source Jobs Ordinance	27
	K. Preferred Employees	28
	L. Business License.....	28
	M. Utility System's Contractor's License.....	28
	N. Bid Guarantee to Accompany Proposal.....	28
	O. Valid Insurance, Bond, Permits and Certifications.....	29
	P. Ineligible Firms and Individuals	29
	Q. Proprietary Information.....	29
	R. Right of the County	29
	S. Responsibility of Proposer.....	30
	T. Protests	30
VI.	Award of Contract.....	31
VII.	List of Attachments.....	31
	Attachment A. Cost Proposal	32
	Attachment B. Proposal Cover Sheet.....	37
	Attachment C. Scope of Design/Build Services.....	38
	Attachment D. Project Technical Requirements	41
	Attachment E. Contractor Reference and Release Form	43
	Attachment F. Subcontractor Reference and Release Form.....	44
	Attachment G. LSBE Opportunity Tracking Form	45
	Attachment H. Sample Contract.....	56
VIII.	Contract Attachment	128
	Attachment A. Contractor Affidavit.....	A1
	Attachment B. Sub-Contractor Affidavit	B-1
	Attachment C. Sub-Contractor Affidavit (s)	C-1
	Attachment D. Certificate of Corporate Authority	D-1
	Attachment E. Performance Bond.....	E-1
	Attachment F. Payment Bond	F-1
	Attachment G. Responder Affidavit.....	F-3
	Attachment H. First Source Jobs Ordinance Acknowledgment	F-7
	Attachment I. Preferred Employee Tracking Form	F-8
	Attachment J. Project Permitting Requirements.....	F-9
	Attachment K. Project Background Documents.....	F-10
	Attachment L. Location Map.....	F-11
	Attachment M. Existing Lift Station Data.....	F-12
	Attachment N. Ethics Policy	F-13
	Attachments O. Training & Badging Procedures.....	F-18



DEKALB COUNTY
Purchasing & Contracting



DeKalb County
Department of Purchasing and Contracting
Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

November 11, 2016

REQUEST FOR PROPOSAL (RFP) No. 16-500424
DESIGN / BUILD SERVICES

FOR

HEARN ROAD PUMP STATION IMPROVEMENT PROJECT

DEKALB COUNTY, GEORGIA

DeKalb County Department of Watershed Management (the County) is soliciting proposals from interested firms to design, permit, construct, and commission the **HEARN ROAD PUMP STATION IMPROVEMENT PROJECT**. The Project must be substantially complete and operational by December 1, 2017 and final project completion by March 23, 2018.

HEARN ROAD PUMP STATION address: 4317 Hearn Road, Ellenwood GA 30294

I. INTRODUCTION

General Information - This Request for Proposals (RFP) for the **HEARN ROAD PUMP STATION IMPROVEMENT PROJECT**, invites proposals according to the requirements set forth in this RFP, including the format and content guidelines in Section III.B (Technical Proposal).

The Project is to be designed and constructed in two (2) phases using the **progressive design-build delivery method**. A Guaranteed Maximum Price (GMP) is to be provided with this response to proposal.

- **Phase One:** Prepare design to **60%** complete stage, as defined in Attachment C (Scope of Design-Builder Services), and provide a Total Price not to exceed the GMP*.
- **Phase Two:** Construct the project and conduct post-construction tasks, including performance testing, startup commissioning and operator training and support (if Total Price is approved by the County in Phase One)

This RFP is subject to revision after the date of issuance only via written addenda. Any such addenda will be posted on the County's web site (not distributed directly to potential Respondents). It is each Respondent's responsibility to obtain all RFP addenda prior to submitting its PROPOSAL.

In no event will the County be liable for any costs incurred by any Respondent or any other party in developing or submitting a PROPOSAL.

The County's objectives for delivery of the Project are as follows:

- **Schedule:** Achieve mutually agreed upon milestone dates for design, construction and performance testing of the Project. Meet the Consent Decree (CD) regulatory deadlines for substantial completion and operational by **December 1, 2017**. The Project shall be completed by **March 23, 2018**. The Design/Builder will be responsible for liquidated damages amounting to **\$2,500 per day** for each day the Project remains out of compliance after **December 1, 2017**.
- **Quality:** Provide wastewater pumping facilities that will reliably produce required quantities of wastewater conveyance in full compliance with Federal and State Regulations, and contractual standards in accordance Attachment D (Project Technical Requirements).
- **Cost:** Minimize life-cycle cost.
- **Risk:** Achieve an optimal balance of risk allocation between the County and the Design-Builder.
- **Safety:** Implement an effective safety program incorporating best industry practices. Dekalb County's Training & Badging Procedures, (See Attachment O).
- **Coordination and Collaboration:** Achieve a high degree of design/build coordination, establishing a working environment that emphasizes innovation, teamwork, cost savings methodologies, and partnering between all Project parties.

Attachment D (Project Technical Requirements) outlines the County technical requirements and standards that apply to this project's design.

By selecting the progressive design-build delivery method for this Project, the County is committed to working in close collaboration with the Design-Builder during the 60% stage to develop the project's design and achieve the project objectives to obtain a mutually-agreeable lump-sum price for delivery of the project.

Basic Definitions

- GMP – The Guaranteed Maximum Price for complete design and construction of the Project provided with the Proposal, which shall not be exceeded throughout the entire Project duration.
- Total Price – The Total Price of the Project that shall be negotiated during the 60% design phase and shall not exceed the GMP provided with the Proposal at any time throughout the entire Project duration.
- Substantial Completion – “Substantial Completion” means that stage in the progressions of Work, as approved by Owner in writing, when the Project is sufficiently complete in accordance with the Contract that Owner can enjoy beneficial use so that the pump station can be used for pumping sewage only. Substantial Completion does not include completion of the pump station structure, odor control, and completion of final grading.
- Final Completion – “Final Completion” means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including Design-Builder’s provision to Owner of all documents and things required to be provided by the Contract. Final Completion includes the completion of the pump station structure, odor control, final grading, and completion of all ancillary facilities and appurtenances.

Project Background

The existing HEARN ROAD Lift Station (LS) is located within the Snapfinger Creek sewage drainage basin and downstream of the Snapfinger WWTP in the south central part of the County at 4317 Hearn Road Ellenwood, GA 30294. Wastewater collected at HEARN ROAD LS is pumped into the sewer collection system of communities (Chapel Hill/Meadowbrook Glen) upstream of Snapfinger WWTP. Sewage then flows by gravity to Snapfinger WWTP.

On December 20, 2011, the County reached a Clean Water Act settlement with the United States Environmental Protection Agency (EPA) and the Georgia Environmental Protection Division (EPD) in the form of a CD. The CD requires that the County develop and implement effective capacity, management, operations, and maintenance (CMOM) programs for its wastewater collection system, including a continuing sewer assessment and rehabilitation program. The CD includes a requirement for the Hearn Road LS Project Construction to be substantially completed by **December 1, 2017**.

HEARN ROAD Lift Station is one of DeKalb County’s numerous “canned” small sewage lift

stations (manufactured by Smith & Loveless) comprising a separate wet well and below ground dry well, in which the pumps and motors are located.

The station has a 350 (gallons per minute) gpm capacity and is about 14 years old. It is adjacent to Corn Creek which makes it vulnerable to be flooded. The station has a deep can type dry well and require that confined space access requirement be followed during all Operations and Maintenance activities. Drawdown test performed by Brown and Caldwell in 2008 shows an average daily flow of 94 (gpm).

The flow projections for the HEARN ROAD LS sewer shed and contributing sewer sheds were recently re-evaluated. Projected average flows to the station are shown in the Table below.

Table 1 – Total Projected Wastewater Flows for HEARN ROAD PS

	Projected Total Average Flows for HEARN ROAD PS (gpd)			
	2020	2030	2040	2045
Total Flows	203,150	272,940	308,440	354,460

** Note: The projected wastewater flows are average flows. Based on the existing pump station historical flow data, it appears there is a peaking factor of approximately 3.0 between the average flows and the maximum flows at current collection system conditions.*

In response to increased flows projected and the uncertainty associated with long term plans to replace the pump station with a gravity sewer, the decision was made to size the station for the 2045 flows. The condition and capacity of the force main will be assessed for the projected flows. Future repairs to the force main will not be addressed as part of this project.

Responder's Requirements

- A. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder's technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit	G
First Source Jobs Ordinance Acknowledgement Form	H
New Employee Tracking Form	I
Exceptions to the Standard County Contract, if any	

- B. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed.
- C. The County reserves the right to make one (1) award or multiple awards.

II. STATEMENT OF WORK

The Design-Builder shall prepare all construction plans and specifications required to obtain all permits and governmental approvals, and construct all facilities to ensure that the Project is timely built to specifications. The construction plans and specifications shall adhere to the design standards and requirements set forth in the Project Technical Requirements (Attachment D), DeKalb County Department of Watershed Management Design and Construction Standards, Georgia Environmental Protection Division's Minimum Standards for Public Water Systems, and all other local, State, and Federal requirements of Governmental Authority.

DeKalb County Department of Watershed Management Design and Construction Standards can be purchased for the amount of \$25.00 from Marla Herbert, DeKalb County's Department of Watershed Management, 4572 Memorial Drive, Decatur, Georgia 30032, telephone number (770) 414-2383.

The Design-Builder shall prepare drawings, specifications, permit applications and supporting documents to obtain all permits and approvals necessary to construct the Project. The Design-Builder shall provide construction services to build and complete all Project Facilities as required by the RFP and the Design-Build Contract, including all labor, materials and equipment. Unless otherwise specified in the Design-Build Contract, the Design-Builder shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for completion of the Project.

The Design-Builder shall provide services in two distinct phases:

Phase One services generally consist of preliminary engineering, further geotechnical investigations and design development, as well as preparation, in close collaboration with the County, of a proposed lump-sum price and schedule. The proposed price and schedule includes the Project's design (developed to the County's required level of completion), Project schedule, and supporting documentation, such as detailed open-book costing for the lump-sum price. **Phase Two** services generally encompass completing the Project's design, construction and performance testing. Permitting activities are included in each Phase.

Phase One Services:

- Review all existing project specific documents.
- Attend Project Kick-off Meeting.
- To satisfy the requirements of the Department of Watershed Management (DWM), the Design Builder shall pattern the concept to the River Vista VI LS. If the Design Builder requires subsequent visit(s) to the River Vista VI LS; requests can be made through the DWM Project Manager.
- Develop the Project Execution Plan, including Project schedule.
- Develop the Basis Of Design Report (BODR).
- Perform Engineering studies (including geotechnical investigations, pump station site survey, and a capacity study and survey of the sewer section between the first upstream sewer manhole and the existing pump station wet-well) to support design and cost estimating.
 - Develop the engineering design (including preparing and submitting a 30% design review package).BODR.
 - Construction Schedule.
 - 30% Construction Documents (drawings and specifications).
- Attend 30% Design Review Conference with the DWM Project Team.

Phase Two Services:

- Incorporate all DWM comments of the 30% submittal into the Design.
- Identify Project permitting requirements and initiate the necessary permitting activities.
- Secure easement for construction laydown area near the construction site.
- Develop the Engineering Design (including preparing and submitting a 60% design review package), and value-engineering activities in conjunction with County requirements. The 60% design package should meet the requirements for the County's Land Disturbance Permit (LDP) Application.
- File an application for LDP with County.
- Upon obtaining the LDP the contractor can begin with construction activity as the design is being finalized.
- Prepare a project cost model and provide detailed cost estimates as the design and design alternatives are advanced.
- Submit a lump-sum price (not to exceed the GMP provided in this Proposal) to complete the Phase Two services.
- Attend 60% Design Review Conference with DWM Project Team.
- The Design Build Contractor shall then incorporate all DWM comments from the 60% review conference into the design and proceed with the design to final completion.
- Procure equipment and subcontractors.
- Secure all necessary permits and bonds.
- Construct the Project in accordance with the final engineering design deliverable.
- Conduct commissioning and performance testing.
- Provide required operator training.
- Provide spare parts and warranty coverage in accordance with the contract documents.

The final design is to be prepared as defined in Attachment C (Scope of Design-Builder Services). Design and construction may be performed concurrently on a parallel path as design steps are completed by the design-builder and approved by the County. Construct the project and conduct post-construction tasks, including performance testing, commissioning, operator training and support.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and Cost Proposal for Request for Proposals No. 16-500424 for the "HEARN ROAD PUMP STATION IMPROVEMENT PROJECT" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. Responder shall not alter the cost proposal form. Responders shall not alter the Cost Proposal Form. **Altering of the Cost Proposal Form shall result in Responder's being deemed non-responsive.**
5. The respondent with the lowest total cost will receive the full points allocated for cost in this RFP. For respondents with second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by the full points allocated for cost in this RFP.
6. This cost proposal will be considered the GMP and the lump-sum price negotiated in Phase Two shall not exceed the GMP.

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 16-500424 for the **HEARN ROAD PUMP STATION IMPROVEMENT PROJECT** on the outside of each envelope or box.
2. Each Proposer assumes full responsibility for timely delivery of its PROPOSAL at the required location. Any PROPOSAL received after the submittal deadline shall be deemed nonresponsive and returned. The delivered packaging containing the PROPOSAL documents must note "PROPOSAL Enclosed" on its face.

The Cost Proposal of the Project shall be submitted in a separate sealed envelope as part of the Proposal submittal and should be clearly marked with the Proposal number, company name and titled "Cost Proposal." One (1) original Cost Proposal should be submitted with the original unbound proposal and seven (7) separate, sealed Cost Proposals should be submitted with the seven bound copies. All copies of the Cost Proposal must be identical.

The PROPOSAL must not exceed hundred twenty (120) total pages (most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of forty (40) of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in PROPOSAL Parts 1–6.

3. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
4. The content requirements set forth in this RFP represent the minimum content requirements for the PROPOSAL. It is the Proposer's responsibility to include information in its PROPOSAL to present all relevant qualifications and other materials. The PROPOSAL, however, should not contain standard marketing or other general materials. It is the Proposer's responsibility to modify such materials so that only directly relevant information is included in the PROPOSAL.
5. The PROPOSAL must include the following information in the order listed:
 - Transmittal Letter
 - Part 1 – Executive Summary
 - Part 2 – Design-Builder Profile
 - Part 3 – Project Team
 - Part 4 – Experience
 - Part 5 – Project Approach
 - Part 6 – Project Schedule

- Part 7 – Fee and Rate Proposal
- Appendix A – Forms for Affirmation of Compliance
- Appendix B – Resumes
- Appendix C – Financial Statements
- Appendix D – Draft Design-Build Agreement Comments (not required)
- Appendix E – Completed Addenda Acknowledgement Form
- Completed Project Fee and Rate Proposal Form (submit in separate envelope)

Transmittal Letter

Proposers must submit a transmittal letter (maximum two pages) on the Proposer's letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the PROPOSAL. The transmittal letter must include the name, address, phone number and email address for the Proposer's Contact, and must specify who would be the Design-Builder's signatory to any contract documents executed with the County. Such letter should include other information as follows:

1. Firm Name
2. Address
3. Contact Name
4. Former Firm Names, Joint Venture Information, Out of State Offices, if applicable.
5. Statement of which office shall handle the project, if multiple offices.
6. A clear and concise response as to why the County should select your firm for this project.
7. List any litigations, arbitrations, or mediations in which the firm has been involved in the past **five (5)** years involving claims for more than **\$50,000** made by an County against the firm or by the firm against the County, and indicate the disposition of each claim, the name of the County, and the nature of the claim.
8. Statement that the proposal shall remain in effect for and not be withdrawn for **sixty (60)** days after the date due to DeKalb County.
9. Statement acknowledging and receipt attached of each and every Addendum that the County may issue to the RFP.
10. Statement that, if selected, Proposer shall negotiate in good faith with the County.

Note: Failure to meet this requirement shall be considered “non - responsive”, and the entire submittal shall be rejected.

Part 1 – Executive Summary

The Executive Summary shall be a maximum of **four (4)** pages, and must include a concise overview of the key elements of the PROPOSAL and must summarize and refer to information in the PROPOSAL concerning satisfaction of the Minimum Qualification Requirements. The Executive Summary shall not be used to convey additional information not found elsewhere in the PROPOSAL.

Part 2 – Design-Builder Profile

A detailed and complete description of the company proposed as the Design-Builder must be provided in Part 2 of the PROPOSAL. (The term “company” can refer to either a single entity or a joint venture.) Information concerning Key Personnel and other firms that may be included on the Project Team, such as sub consultants and subcontractors, should be provided in Part 3 of the PROPOSAL. The Design-Builder Profile must include the following information:

- **General**
Provide general information about the Design-Builder, such as lines of business and service offerings, locations of home office, office that this Project shall be managed from and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.
- **Legal structure**
Identify whether the Design-Builder is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify the owners of the Design-Builder (*e.g.*, shareholders, members, partners, etc.) who hold an interest of ten percent or more.
- **Project office location**
Identify where the Design-Builder intends to maintain its project office(s) and where the majority of the design work shall be performed.
- **Financial condition**
In the PROPOSAL Appendix C (Financial Statements), provide audited financial statements for the Design-Builder for the past **five (5)** years and quarterly financial statements, certified by the Chief Financial Officer, for the current year. If the Design-Builder is a joint venture, LLC, or partnership, such financial statements must be provided for each partner or member.

- **Payment and performance bonds**

A letter from the Design-Builder's surety must be provided to verify the availability of a design-build bond. The Design-Build Contractor shall also provide as additional security for delivering the Project under the Design-Build Agreement, a Bond for Faithful Performance (Performance Bond) and a Payment Bond:

- (1) issued by a surety company having received a rating of at least "A" in the latest revision of the A.M. Best Company's Insurance Report authorized to do business in the State of Georgia;
- (2) listed in the United States Treasury Departments Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties of Federal Bonds and as Acceptable Reinsurance Companies";
- (3) a valid certificate of authority to transact surety business in the State of Georgia.

The Performance Bond and the Payment Bond are each required to be in an amount equal to the value of non-design services for the Project, inclusive of construction, permitting, acceptance testing, and preconstruction services.

- **Insurance**

A letter or Certificate of Insurance from the Design Builder's insurance company must be provided stating the ability to acquire and provide the minimum limits for the required insurance as shown in <http://www.dekalbcountyga.gov/purchasing/pc-formal-bids-&-rfps.html>.

In connection with the Work, and for the Contractor and those subcontractors deemed eligible by the County for participation, the County will implement an Owner Controlled Insurance Program ("OCIP"), providing certain insurance coverages as detailed herein. The insurance coverages provided by the OCIP apply only to the Work performed on the Project site. The Contractor and its Subcontractors shall provide their own insurance for all off-site activities. The Builder's Risk/All Risk Property Insurance component of the OCIP will expressly exclude coverage on Contractor's and Subcontractors' machinery, tools, and equipment not destined to become a part of the Project Work.

The OCIP coverage provided by the County shall be further detailed in, and the Contractor requirements with respect to the OCIP shall be described in, the General Liability Wrap-Up Manual ("the Manual") to be incorporated into the Contract Documents and to be issued via an Exhibit to the Contract. This Manual includes information on the following OCIP coverages: Commercial General Liability, Excess Liability, and Builder's Risk/All Risk Property Insurance.

Because the County is providing specific limits of General Liability, Excess Liability and Property Coverage (for eligible workers), following enrollment in the OCIP the Contractor shall exclude all General Liability, Excess Liability, and Property Coverage (Builder's Risk) costs from the Contract Price and its bid for itself and for all included Subcontractors. The Contractor warrants, for itself and all included Subcontractors, that all such on-site insurance costs for the coverages listed above shall be excluded in their entirety from the Contract Price, and no such coverage is duplicated by the Contractor or any Subcontractor of any tier. The Contractor and its Subcontractors shall make available to the County all documentation deemed necessary by the County in order to verify this cost exclusion. If requested by the County, the Contractor shall provide complete copies of its and its Subcontractors' current insurance policies in order to assist in the verification of the accuracy of the exclusion of insurance costs and to verify the accuracy of the information provided by the Contractor and its Subcontractors in the Owner Controlled Insurance Program (OCIP) Contractor Bidding Instructions.

DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

The PROPOSAL must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Design-Builder's ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
- **Legal proceedings and judgments.** List and briefly describe any pending or past (within **ten (10) years**) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to the County. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.
- **Completion of contracts.** If applicable, describe circumstances where the Design-Builder failed to complete any contract, or where a contract been terminated due to alleged poor performance or default within the past **ten (10) years**.
- **Violation of laws.** If applicable, describe circumstances where the Design-Builder been convicted of any criminal conduct or been found in violation of any Federal, State, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past **ten (10) years**.
- **Debarred from bidding.** If applicable, describe the circumstances where the Design-Builder has been debarred within the past **ten (10) years**, or where it under consideration for debarment, on public contracts by the Federal government or by any State.

If any of the above are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Proposer's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event shall not adversely impact the Design-Builder's ability to perform its contractual commitments.

The Proposer must notify the County of any changes subsequent to submission of the PROPOSAL and before the selection process is completed (and, in the case of the selected Proposer, before execution of the Design-Build Agreement).

Part 3 – Project Team

The composition, organization and management of the Project Team must be described in two separate subsections.

Design-Builder/other firms:

- Identify any other firms (such as subcontractors and sub consultants) included on the Project Team along with the Design-Builder and describe the scope of the Design-Builder's and each firm's services and responsibilities during Phase One and Phase Two of the Project. The firm(s) serving as the Designer and the Builder must be clearly identified.
- Provide Phase One and Phase Two organizational charts showing the reporting relationships and responsibilities of the Design-Builder and any other firms, and describe the Design-Builder's approach to the management of such firms.

Key Personnel

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities during Phase One and Phase Two of the Project. Minimum Key Personnel identified shall include Project Manager, Design Manager, and Construction Manager. Preference will be given to Key Personnel with similar design-build project experience.
- Provide Phase One and Phase Two organizational charts showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations) and describe the Design-Builder's approach to the management of such Key Personnel.
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during each phase of the Project.
- Provide resumes for all Key Personnel in PROPOSAL Appendix B (Resumes). Resumes must be limited to two pages per individual and include:
 - Academic and professional qualifications
 - Professional registration and Licenses (as applicable)
 - Contractor's Licenses and Certificates (as applicable) – i.e. Utility Contractor's License (Project Manager and/or Superintendent), Utility Foreman Certificate (Project Foreman)
 - Experience as it relates to the Project and to the individual's specified role on the Project
- Requirements of Key Personnel

Any change in the firms or Key Personnel included in the PROPOSAL would require County approval.

Part 4 – Experience

The PROPOSAL must describe the performance history and experience of the Project Team on similar projects and provide information concerning safety. Preference will be given to similar design-build project experience.

Minimum Qualification Requirements:

Each responsive Proposal shall be reviewed to determine whether it meets the Minimum Qualification Requirements outlined in this subsection. At its sole discretion, the Selection Committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any Proposal that does not satisfy all the Minimum Qualification Requirements may be rejected.

- **Performance and payment bond.** Ability of the Design-Builder to provide a design-build performance and payment bond.
- **Material adverse condition.** The Design-Builder must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide performance bonds or insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks.
- **Licensing and registration.** The Design-Builder and each firm must be licensed in the State of Georgia for the type of work to be performed. The Design-Builder must include in responsible charge an engineer registered in the State of Georgia.
- **Design experience.** Within the past ten (10) years, the Designer must have successfully completed the design of at least two (2) sanitary sewer pump station projects for municipal clients in the United States.
- **Construction experience.** Within the past ten (10) years, the Builder must have successfully completed the construction of at least two (2) water/wastewater infrastructure projects for municipal clients in the United States. At least one project must exceed \$5 Million in construction costs.
- **Design-build experience.** Within the past ten (10) years, the Design-Builder must have successfully completed the construction of at least two (2) fast track design/build water/wastewater infrastructure projects for municipal clients in the United States.

- **Staff Experience.**
 - Project Manager – Within the past **ten (10)** years, the Project Manager must have successfully completed at least **one (1)** fast track design/build water or wastewater treatment or pumping facility project in a management role.
 - Construction Manager – Within the past **ten (10)** years, the Construction Manager must have successfully completed at least **one (1)** water or wastewater treatment or pumping facility project in a management or superintendent role.
 - Design Manager – Within the past **ten (10)** years, the Design Manager must have successfully completed design and permitting of at least **one (1)** water or wastewater treatment or pumping facility project in a project engineer or project manager role.
 - Superintendent – Within the past **ten (10)** years, the Superintendent must have successfully completed at least **one (1)** water main replacement project in a superintendent role.

- **Safety record.** The Design-Builder must have achieved an experience modification rate (EMR) of not greater than 1.0 for the current and past **two (2)** years.

Reference Projects

The Proposer shall submit descriptions of reference projects to demonstrate relevant experience. Each project description shall contain at least the following information:

- Name of County
- County reference and contact information
- Role of Proposer
- Contract value
- Change Order Value (if any)
- Year started and year completed, as compared to planned year started and planned year completed
- Description of the project showing relevance to this Project
- Firms and Key Personnel that participated in project and are included in this PROPOSAL, along with a clear description of the project role and responsibility of each

In addition, a one-page summary table should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.

Safety

The Proposer shall provide a summary description of the Design-Builder's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past **5 (five) years**. The following safety records must be provided for the Design-Builder for the current and past **5 (five) years**:

- The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod.)
- The days-away-from-work injury incidence rate. A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.

Part 5 – Project Approach

Provide a Project specific description of how the firm proposes to approach this Project. Include sufficient discussion of proposed value engineering, methodologies, techniques, and procedures for each work item. Provide a breakdown and description of tasks assigned to Project team members. Include obstacles and methods for overcoming these obstacles.

The Technical Approach must provide detailed descriptions and initial drawings (if an alternate is being proposed) of all work proposed, as required by this RFP. The level of effort should be sufficient to convey the concepts of the Project components. Because of the sensitive nature of the Project, it is required that **thirty percent (30%)** of the work performed under this contract for the Project be self-performed by the prime company. The following sub-sections describe in more detail the intent of this section.

Design/Build Management Plan

The Design/ Build (D/B) Firm must provide an overall plan on how it will manage the entire implementation of the Project. The Management Plan should address how the D/B Firm will interact with, resolve issues, and coordinate the work with the many stakeholders involved in the Project. At a minimum, the Management Plan should include the following:

Provide a conceptual description (maximum six pages) of the Design-Builder's approach for managing and performing its services during the Project. The following items should be addressed:

- Discuss how a collaborative relationship with the County would be established during design development, scheduling and cost estimating.
- Discuss how the design and construction processes will interface (including how constructability issues will be addressed).
- Identify the work components critical to the Project's success and how these components would be achieved.
- Describe the process for developing the cost proposals for any additions or deductions that may occur during the design (to be accommodated with the County's contingency line item in the cost proposal).
- Discuss how key risk factors will be identified and mitigated.
- Project specific safety plan.
- Project specific quality plan.
- Schedule.

In addition, the Project Approach must include brief descriptions of the Design-Builder's approach to the following:

- Communications (with the County and other stakeholders, such as regulatory agencies)
- Quality management
- Risk management (including key risk factors)
- Adherence to the GMP and schedule in Phase Two

Design-Build Plan

The D/B Firm must clearly describe the specifics of the Project. All major components of the Project must be described, including the key process steps and other support steps, buildings and areas. The following subsections outline the technical elements that must be included in order to demonstrate compliance with the performance guarantees and minimum design requirements set forth in Attachment D- Project Technical Requirements.

The plan should include at a minimum the following:

- Initial Drawings of Proposed Modifications
 - The design drawings included in this package serve as an overview of the technical design proposed for the project and will become a part of the Appendices to the DB Services Agreement. The DB Firm may include additional drawings or propose alternatives to the provided drawings. The D/B Firm must clearly label and illustrate the specifics of their proposed

modifications to the provided design in sufficient detail to be understood by the County.

o **Design-Build Narrative**

- The Design-Build Narrative Section should address at a minimum the reasoning and approach to determining the proposed changes. Indicate the minimum areas to be addressed within the Design-Build Narrative section.
- Sufficient technical information must be provided for the County to review and understand the design being provided.
- Pumping equipment selection
- Structural
- Power supply and electrical equipment
- Instrumentation and controls
- Reliability and redundancy
- Architecture, aesthetics, and landscaping
- Operational concerns

Design-Build Approach and Staffing Plan

The D/B Firm must provide a staffing plan that includes a Design-Build organization chart with, at a minimum: 1) number of positions; 2) job classifications and descriptions; and 3) reporting structure. The organization chart must show the number of employees, their reporting relationship, and their titles. This text should describe the key individual responsibilities and the rationale for the organization. This section must also include a discussion on how the design-build team will interact during concurrent design and build activities.

Construction Safety

The D/B Firm must provide the planning and safety measures to be used on the Site and a description of how this will be communicated to all individuals near or on the Site during the construction period. The D/B Firm must also describe its approach to minimizing the likelihood of construction-related accidents and compliance with safety measures required by current Applicable Law. This section must, at a minimum, address the following items:

- Safety goals, standards, and guidelines, including compliance with applicable requirements of the Occupational Safety and Health Administration (OSHA) for workplace safety and health standards.
- Designation by name of a full-time, on-site safety coordinator who is to be responsible for all safety related activities and a description of other staff

- positions involved in safety planning and review.
- A framework for a safety review process and appropriate regular meetings to address safety issues.
- Documentation of safety procedures.

Licenses, Permits, and Approvals

The D/B Firm must describe the approach to obtaining each license, permit, approval, or other Governmental Approval needed to design and construct the Project. The D/B Firm's PROPOSAL must indicate where coordination or assistance from the County in obtaining such licenses, permits and approvals is required. The D/B Firm's PROPOSAL must identify the name of the applicable license, permit, or approval, the estimated time required to obtain, and any other parties that must assist in obtaining the licenses, permits and approvals. The D/B Firm's PROPOSAL must identify any permits listed in this RFP that the D/B Firm believes are not required and must identify any permits not listed in this RFP that may be required due to the specific nature of the Project.

Part 6 – Project Schedule

Provide a proposed time schedule and a method for assuring that the time schedule is met. Provide a proposed time schedule for completion of key tasks and the method to assure that the time schedule shall be met. The design and construction are to be performed concurrently. The project must be construction substantially completed (operational) by the CD deadline of **December 1, 2017**. Project final completion is **March 23, 2018**.

Part 7 – Fee and Rate Proposal

The Proposer must complete the RFP Attachment A Cost Proposal – with all required pricing information – and include it in a separate sealed envelope with the Proposal. The Total Price provided with this RFP shall be the Guaranteed Maximum Price. The scope of Design-Builder services for which pricing is required is defined in RFP Attachment C (Scope of Design-Builder Services). Part 4 of the Proposal should describe the basis for the fee and rate proposal and discuss its viability from the Design-Builder's perspective.

Please be advised that the County is not interested in proposed fees or rates that provide excessive discounts from the Design-Builder's anticipated actual costs for the services. If the County determines (at its sole discretion) that the fees and rates for services included in a PROPOSAL are unacceptably below industry norms or that a Proposer's fees and rates are

substantially or unacceptably below other PROPOSALS, the County may (at its sole discretion) declare that PROPOSAL to be nonresponsive or seek additional detailed information from that Proposer concerning the cost basis for its fee and rate proposal prior to rendering a decision on the PROPOSAL'S responsiveness.

Proposal Design/Build Price. The PROPOSAL shall clearly describe the expected costs of design and construction components of the Project. The Price Proposal Form, Attachment I is attached to this RFP. This Proposal Form provides for the base price proposal for the County to consider in ranking.

Responder must provide financial statements (balance sheet, income statement and cash flow statement) for the last three 3 years that evidence that the responder has the financial capacity to perform the scope of work.

References:

- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment E.
- b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment F, Subcontractor Reference and Release Form. Make additional copies as needed.

Provide the following information: Are you a DeKalb County Firm? Yes/No.

Local Small Business Enterprise Ordinance

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE. See Attachment E of this RFP. The County's Schedule of Local Small Business Enterprise Participation Opportunity Tracking Form (Exhibit A) and Letter of Intent to Perform as a Subcontractor or Provide Materials or Services (Exhibit B) are included in the Request for Proposal (RFP), along with sample report forms (Exhibit C). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.

For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at contract@dekalbcountyga.gov or 404.371.4795.

In order for a Proposal to be considered, it is **Mandatory** that the Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form (Exhibit A) and Letter of Intent to Perform as a Subcontractor or Provide Materials or Services (Exhibit B) be completed and submitted with responder's proposal.

Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment H, *Sample County Contract*. In order for a Proposal to be considered, it is **Mandatory** that the Responder Affidavit, Attachment I, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria will be used as the basis for the evaluation of proposals.

- Project Approach 25 points
- Project Schedule 15 points
- Cost Proposal 15 points
- Experience and capabilities 30 points
- Trade Information, management and safety 5 points
- Local Small Business Enterprise Participation (10 points LSBE/DeKalb, 5 points LSBE/MSA) – bonus

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment H), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" seven (7) copies, and two (2) electronic versions of the PROPOSAL on USB Drives in PDF format containing an identical copy of the Technical Proposal; and one (1) original Cost Proposal must be submitted to the following address no later than **3:00 p.m., January 25, 2017**

**DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 16-500424 for **HEARN ROAD PUMP STATION IMPROVEMENT PROJECT**" on the outside of the envelope(s) or box(es).

C. Pre-Proposal Conference and Site Visit (Mandatory)

A pre-proposal conference will be held at **10 a.m. on the 20th day of December, 2016** at Clark Harrison Building, Conference Room B, 330 W Ponce de Leon Avenue, Decatur, Georgia 30030, 404-371-9580. There will be two (2) (Mandatory) site visits, soon after the (Mandatory) Pre-Proposal Conference on the 20th day of December, 2016. The first site is located at 4317 Hearn Road Ellenwood, Georgia 30294. The location of the second site is River Vista IV (PS) 4722 River Front Way, Ellenwood, Georgia 30294. In order to have your submission considered responders must attend both the pre-proposal conference and site visits. For information regarding the pre-proposal conference and site visit, please contact Cornell Brown, Procurement Agent, telephone 404-687-3949 or email cbrown1@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Cornell Brown via email to cbrown1@dekalbcountyga.gov, no later than **4:00pm EST, January 3, 2017**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Cornell Brown at 404-687-3949 or send an email to cbrown1@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <http://www.dekalbcountyga.gov/purchasing/pc-formal-bids-&-rfps.html>.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400. Responder shall complete the First Source Jobs Ordinance Acknowledgement Form attached to this RFP as Attachment J.

K. Preferred Employees

Contractors, subcontractors, and independent contractors bidding on this contract will be **encouraged** by DeKalb County to have 25% or more of their labor force consisting of Preferred Entry Level Employees selected from the First Source Registry and trained by a U.S. Department of Labor registered apprenticeship program.

For information on Preferred Employees, please contact DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171.

Responder shall complete the Preferred Employee Tracking Form attached to this RFP as Attachment K.

L. Business License

Responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. A copy of both state of Georgia General Contractor's license and Utility Systems Contractor's license shall be submitted with response. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

M. Utility System's Contractor's License

As required by O.C.G.A § 43-14-8, et seq., a Proposer responding to this Request for Proposal must provide a copy of its or its subcontractor's Georgia Utility Systems Contractor's License, Utility Manager's Certificate, and Utility Foreman's Certificate. All licenses and certificates must be issued in the name of the person or entity that will perform the utility work. If a subcontractor's Georgia Utility Systems Contractor's License is submitted with the Proposal, the subcontractor must be listed as such on the Proposer's Unit Price Form. All licenses and certificates must be current, valid, and issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format may result in the Proposal being deemed non-responsive.

N. Bid Guarantee to Accompany Proposal

Each Proposal must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the amount of the Cost Proposal. The Bid Bond must be submitted in a separate, sealed envelope with the responder's name and "Bid Bond for Request for Proposals No. 16-500424 for the HEARN ROAD Pump Station Improvement Project" on the outside of the envelope.

The Bid Guarantee may be in the form of an official bank check payable to DeKalb

County, or a Bid Bond in the form provided in RFP Attachment P. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No.570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

O. Valid Insurance, Bonds, Permits and Certificates

Proposer shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit, or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

P. Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the County and are therefore not eligible to assist or participate with any Proposer that submits a Proposal for the Project:

- AECOM Technical Services, Inc.
- CH2M Hill, Inc.

Q. Proprietary Information

All materials submitted to the County become public property and are subject to the Georgia Open Records Act. If the Proposal contains proprietary information that the Respondent does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of submittal. County shall, to the extent provided by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the County. Failure to identify proprietary information shall result in all unmarked sections being deemed non-proprietary and available upon public request. Respondents shall not be permitted to mark entire Proposal as proprietary.

R. Rights of the County

In connection with this procurement process, including the receipt and evaluation of Proposals and development of the short list, County reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time, without incurring any obligations or liabilities
- Modify the procurement schedule
- Waive deficiencies, informalities and irregularities in a Proposal and accept and review a non-conforming Proposal
- Suspend and terminate the procurement process or terminate evaluations of Proposals received

- Permit corrections to data submitted with any Proposal
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in an Proposal
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals
- Seek clarification from any Respondent to fully understand information provided in the Proposal and to help evaluate and rank the Respondents
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the County
- Conduct an independent investigation of any information, including prior experience, identified in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means
- Request additional information from a Respondent during the evaluation of the its Proposal

S. Responsibility of Proposer

Before submitting a proposal, each Proposer shall carefully read and review all sections of this RFP and all attachments hereto. Failure to do so will be at the Proposer's risk. The Proposer shall also become familiar with local conditions as well as with Federal, State, and local laws, ordinances, rules, and regulations affecting cost, work progress, or performance. The Proposer is responsible for notifying DWM concerning conflicts, errors, or discrepancies in this RFP.

By submitting a proposal, the Proposer certifies that: it has fully read and understands this RFP; has reviewed all the attached documents; has full knowledge of the nature, scope, quantity and quality of the services to be provided, and the conditions under which the services are to be performed. If a Proposer wishes to suggest alternatives to the RFP items, such alternatives must be clearly specified and described as such within the proposal document submitted. No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to DeKalb County, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to DeKalb County or that is deemed irresponsible or unreliable by DeKalb County.

Prospective Design/Builders shall submit with their proposal satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary financial resources to provide the proposed service called for in the RFP. A copy of the Proposer's current business license will be required before any contract is entered into, or notice to proceed issued, or work assignment is made.

T. Protests

Any protest to the County's action in connection with this procurement must be filed in writing no later than five (5) business days following such action and must be in strict accordance with the County's applicable procedures and with applicable law.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and may determine an interview list of the firms whose proposals are highest rated based on qualifications and information provided in Section III, Proposal Format, and Section IV, Evaluation Criteria.

Interview listed firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

Cornell Brown
Procurement Agent
Department of Purchasing and Contracting

Attachment A: Cost Proposal
Attachment B: Proposal Cover Sheet
Attachment C: Scope of Design/Build Services
Attachment D: Project Technical Requirements
Attachment E: Contractor Reference and Release Form
Attachment F: Subcontractor Reference and Release Form
Attachment G: LSBE Opportunity Tracking Form

ATTACHMENT A

COST PROPOSAL FORM
(Consisting of 3 pages)

(RFP) 16-500424 HEARN ROAD PUMP STATION IMPROVEMENT PROJECT

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and **"Request for Proposals No. 16-500424 HEARN ROAD PUMP STATION IMPROVEMENT PROJECT"** clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

Project Fee and Rate Proposal Form

Proposers shall provide costs based on the documents provided in this RFP and attachments. The Total Price provided with this proposal shall be a Guaranteed Maximum Price. The Total Price will be negotiated at the 60% design level with the selected Design Build Contractor, however the Total Price shall not exceed the GMP submitted with this proposal. Attachment A should be submitted with the Proposal in a separate sealed envelope entitled "Cost Proposal – (RFP) 16-500424 "HEARN ROAD PUMP STATION PROJECT".

Bid Item 1 - Project Development Costs:					
ITEM NUMBER	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL PRICE
1.01	Engineering and Design of Hearn Road LS	LS	1	\$	\$
1.02	Engineering and Design of about 1100 feet Gravity Sewer (GS)	LS	1	\$	\$
1.03	Permitting	LS	1	\$	\$
Bid Item 2 - Construction of Pump Station					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTIT Y	UNIT PRICE	TOTAL PRICE
2.01	Project (LS) site Surveying	LS	1	\$	\$
2.02	Survey existing sewer route and vertical alignment of GS between: 1) Hearn Road LS Wet-well and MH 15-003-096. 2) MH 15-002-S033 and MH 15-002-S037.	LS	1	\$	\$
2.03	Construct new 24" diameter DI GS to replace existing 24" diameter GS between wet-well and MH 15-002-s033.	LS	1	\$	\$
2.04	Construct new 24" diameter DI GS to replace existing 24" diameter GS between MH 15-002-s033 and MH	LS	1	\$	\$

	15-002-s007.				
2.05	Construct new 24" diameter DI GS to replace existing 24" diameter GS between MH 15-002-s007 and Mh 15-002-s070.	LS	1	\$	\$
2.06	Construct new 8" diameter DI GS to replace existing 8" diameter GS between MH 15-002-s033 and MH 15-002-s052.	LS	1	\$	\$
2.07	Soil & Concrete Testing	LS	1	\$	\$
2.06	Reinforced concrete (4000psi) for: equipment pads, concrete collar for wet-well, vaults w/DBL leaf access hatch. Also includes setting anchor bolts.	LS	1	\$	\$
2.07	Blasting Monitoring	LS	1	\$	\$
2.08	System Integrator	LS	1	\$	\$
2.09	Special Inspections	LS	1	\$	\$
2.10	Erosion and Sedimentation Control	LS	1	\$	\$
2.11	Grading (Cut/fill)	LS	1	\$	\$
2.12	Site work including all pavement, curbs, gutter, retaining walls, drainage structures, fencing, automatic roller gate, landscaping.	LS	1	\$	\$
2.13	Rock Excavation	LS	1	\$	\$
2.14	Foundation Excavation	LS	1	\$	\$
2.15	Trench Rock Excavation	LS	1	\$	\$
2.16	Trench Stabilization/shoring	LS	1	\$	\$
2.17	Pre-engineered pump Station including all process, mechanical, electrical, instrumentation, and communication facilities; and all associated structures supplied as part of the pre-engineered PS.	LS	1	\$	\$
2.18	Pre-engineered wet-well including a corrosion resistant treaded plate top w/hinged, slam-lock, and a lock open at 90 ⁰ attachment; and, an inner	LS	1	\$	\$

	hinged safety grate.				
2.19	Electrical: Panels and all associate framing and supports, test wire, heat tracing, metering cable, control cable, Copper wires, Grounding rods, Conduit riser weatherhead, Conduits, Power center, transformers, breakers, Switches, Breakers, etc.	LS	1	\$	\$
2.20	Demolition and disposal: Concrete pads, Top 2' of wet-well; Top 2' of dry-well, Existing pavement, and existing fence.	LS	1	\$	\$
2.21	Salvage, removal and transport to Snapfinger WWTP: Electrical Rack, Instrumentation equipment, communication equipment, Generator, Pumps, Motors, Valves, etc.	LS	1	\$	\$
2.22	Abandon in place in accordance with Specification: Wet-well, Sewer pipe, and dry-well	LS	1	\$	\$
2.23	Pump Station Site preparation including all clearing, grubbing and disposal of debris.	LS	1	\$	\$
2.24	Bollards and other required miscellaneous metals	LS	1	\$	\$
2.25	Construct connection to existing force main	LS	1	\$	\$
2.26	All other pump station piping and site utility: Core drilling, Link seals, Flanges, Pipe, Valves, Pipe supports, etc.	LS	1	\$	\$
2.28	Flow meter and appurtenances	LS	1	\$	\$

Bid Item 3 - Start-up and Commissioning					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTIT Y	UNIT PRICE	TOTAL PRICE
3.01	Equipment Start-up	LS	1	\$	\$
3.02	Acceptance Testing	LS	1	\$	\$
Bid Item 4 - Other Direct and Indirect Costs: Temporary Facilities					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTIT Y	UNIT PRICE	TOTAL PRICE
4.01	Administrative	LS	1	\$	\$
4.02	Record Drawings, O&M Manuals and Training	LS	1	\$	\$
4.03	Insurance (During Construction)	LS	1	\$	\$
4.04	Payment & Performance Bond (During Construction)	LS	1	\$	\$
4.05	Safety & Quality Control	LS	1	\$	\$
	TOTAL PROPOSAL DESIGN/BUILD PRICE (Bid Item 1 + 2 + 3 + 4)			\$	

* Required items of work and incidentals necessary for the satisfactory completion of the work which is not specifically listed above shall be considered as incidental to the work and therefore included in the lump sum bid of the various bid items.

ATTACHMENT B
PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP 16-500424 HEARN ROAD PUMP STATION IMPROVEMENT PROJCT described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on January 12, 2017 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C

Scope of Design-Builder Services

The DeKalb County Commission is soliciting proposals from qualified firms for design/build services for the design and construction Hearn Road Pump Station and ancillary facilities and appurtenances. The project site is the proposed HEARN ROAD Pump Station, located at 4317 Hearn Road, Ellenwood, Georgia 30294.

It is anticipated that the Design-Builder shall provide the County with the following integrated Design-Build services:

Project Management

- Provide Project planning and control
- Obtain Project-related permits
- Provide internal project communications and assist the County with external communications, such as press releases.
- Develop a design and construction quality control program

Design

- Provide an improved pump station design as it relates to handling current flows, and anticipated future flows through 2045 to provide for full growth in the basin. The station should be similar in concept, design and finish to the existing River Vista IV Pump Station located at 4734 River Front Way, Ellenwood GA 30294.
- Support the County design review process
- Implement the design quality control program
- Geotechnical, surveying, and utility locating services, as necessary
- Check the vertical alignment of the last sewer section entering the pump station
- Obtain permits necessary for construction

Construction

- Build improvements as described by the Design-Build Contract and approved by the County during the Design phase
- Comply with all County and industry construction standards and best practices
- Comply with all environmental mitigation requirements
- Implement the construction quality control program

Startup, Acceptance, Commissioning & Training

- Demonstrate performance and complete plant acceptance tests
- Provide training to County operations staff

The detailed scope of services is provided as follows:

1. Survey existing sewer route and assess the vertical alignment of the gravity sewers between:
 - Hearn Road LS Wet-well and MH 15-003-S096.
 - Mh15-002-S033 and MH 15-002-S037.
2. Develop and forward a Technical Memorandum of findings with recommendations to correct all sewer sections and structures that do not meet DWM sewer design standards. The memorandum shall be forwarded to DWM as part of the 30% submittal. The Design Build Contractor **shall not** begin construction work on the gravity sewers unless he receives written instructions to proceed from DWM.
3. Utilize the background documents listed in Attachment M and included in the contract package to the extent required as a basis for the planning, design and construction of a new pump station:
 - The new HEARN ROAD PUMP STATION LS shall be similar in concept, design, and material/equipment selection to the River Vista IV LS. The construction documents for the River Vista IV LS are include in Attachment M
 - DeKalb DWM is faced with a stipulation in their Consent Decree with U.S. EPA to construct a new pump station to replace the existing HEARN ROAD PS with the construction to be substantially completed by the end of 2017.
4. Pump Station General Arrangement:
 - The DB Contactor will consider the River Vista IV LS concept, and develop a similar concept design, general arrangement, and material/equipment selection taking into consideration the Hearn Road site configurations, and existing equipment that will remain in operation during the construction.
 - Pump Station MEP, instrumentation, and process and communication will be designed for the flows of the existing Hearn Road LS.
 - Communication facilities will be provided for the new pump station to communicate with Pole Bridge WWTP software/SCADA graphics/telemetry systems.
5. Pump Station Hoisting Equipment:
 - Pump station hoisting equipment shall be similar to the one used at the River Vista IV LS. The County will entertain recommendations that show a more cost effective solution for load handling and transport.
6. Electrical including all buried and embedded equipment and material)
 - Electrical Motor Control Center including all buried and embedded equipment and material shall be similar in constructed as the River Vista IV LS. The County will entertain recommendations in this area that shows a more cost effective and practical solution where necessary. The County understands that there may be changes in the Motor Control Center due to different size pumping equipment; but, the engineer must always place emphasis on the life cycle cost and benefits that can be realized.

7. Odor Control System

- Odor Control System is not part of the scope of this project, unless the Design Builder demonstrates why this should be a consideration.

8. Site Utility Piping

- Site utility piping arrangements shall be a cost effective and practical solution that considers the existing piping that will be in operation during the construction.
- The Design Builder shall survey the sewer pipe route between the wet-well and MH 15-003-096 and between MH 15-002-S033 and MH 15-002-S037 including all MHs top and inverts of all connecting sewers. If it is determined that sewer section do not satisfy the DeKalb Design Standards, the Design Builder shall report this to DWM and obtain written directions on how to proceed.

9. All other Site Work (access driveway and ESC)

- All other site work shall be engineered and design to present an arrangement that is effective, and practical for operations and maintenance personnel.

10. Any modifications to the existing design documents by DB must be signed and sealed by a Georgia licensed Professional Engineer.

ATTACHMENT D

Project Technical Requirements

Complete design, construction and post-construction tasks, including performance testing, startup commissioning and operator training and support required for the following:

1. HEARN ROAD Pump Station consists of following facilities:
 - a) Pre-engineered Pump Station by S&L or approved equal:
 - I. Two 40-HP submersible pumps each with a capacity to pump 350 gpm against 118 feet of head.
 - II. Pump valves in valve vault
 - III. A hoist lifting system.
 - b) Electrical Motor Control Center, in stainless steel housing similar to the River Vista IV LS, and Pump VFDs.
 - c) Site utility piping.
 - d) Flow meter in vault.
2. Canned pump station is not acceptable.
3. Site grading, erosion control, electrical, communication, instrumentation control work, and demolition of the existing HEARN ROAD PS.
4. Engineered drainage design to prevent storm water from the public right-of-way flowing across the LS site.

Proposer is to use the document listed in Attachment M to the extent necessary as a basis for their concept design, and cost proposal

Technical standards the design shall adhere to include, but are not limited to:

- DeKalb County's Department of Watershed Management (DWM) Design and Construction Standards
- Georgia Environmental Protection Division Minimum Standards for Public Water Systems
- Codes adopted and enforced by DeKalb County:
 - International Building Code, 2012 Edition, with Georgia Amendments
 - International Mechanical Code, 2012 Edition, with Georgia Amendments
 - International Plumbing Code, 2012 Edition, with Georgia Amendments
 - International Fire Code, 2012 Edition, with Georgia Amendments
 - International Energy Conservation Code, 2009 Edition, with Georgia Supplements and Amendments
 - NFPA National Electrical Code, 2014 Edition
 - 2012 NFPA 101 Life Safety Code with all Georgia State Amendments
 - Georgia Accessibility Code Chapter 120-3-20, as amended
 - 2010 ADA Standards for Accessible Design

Land and Easements:

DeKalb County has all required easements and fee simple property in hand to construct this project.

Utilities:

- Water meter and water main installation to be installed in accordance with DWM standards. The Design Build (DB) Contractor shall coordinate water service connection with DWM.
- Site electric to be installed in accordance with DWM standards. DB Contractor shall coordinate electrical service with Georgia Power.

Demolition and Removal of Existing HEARN ROAD PS:

The contractor shall include in his Cost Proposal the lump sum cost to:

1. Remove and transport to Snapfinger WWTP all mechanical, electrical and instrumentation from the HEARN ROAD PS at County's discretion.
2. Remove and properly dispose of all other equipment and material from the site including but not limited to the Metal Cans, all equipment foundation, and all underground piping.
3. Demolition activities shall be performed per Specifications developed by the Design Build Contractor and approved by the DWM.

**ATTACHMENT E
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT F
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT G

Purchasing & Contracting Form No. 7, Page 1
Rev. 12-5-12

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as Exhibit "A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the

bid or proposal documents and included with Exhibit "A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to complete and submit the notarized Schedule of LSBE Participation will result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit C.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

“EXHIBIT A”

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below:

PRIME BIDDER/PROPOSER _____ SOLICITATION NUMBER: **RFP 16-500424**

TITLE OF UNIT OF WORK –

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
 LSBE-DeKalb LSBE-MSA

2. If you are a Certified LSBE please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly:

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE firm.

4. List the LSBE subcontractors and/or firms (including suppliers) to be utilized in this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Copy the following page and list additional subcontractors, if necessary. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as Exhibit “B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

**DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
5.			Efforts were made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6.			Efforts were made to assist potential LSBE

			subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

Please explain all “no” answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Contract Compliance Division at 404.371.4795. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website at <http://www.dekalbcountyga.gov/>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE
SCHEDULE OF PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) 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. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified

applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the County to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ___ day of _____, 201__.

Notary Public

My Commission

Expires: _____

**“EXHIBIT B”
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
3. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

To: _____
(Name of Prime Contractor Firm)

From: _____ LSBE –DeKalb LSBE –MSA
(Name of Subcontractor Firm) (Check all that apply)

RFP Number: 16-500424

Project Name: HEARN ROAD PUMP STATION IMPROVEMENT PROJECT

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



PRIME CONTRACTOR LSBE UTILIZATION REPORT

Please complete a separate form for each contract.

This report must be submitted with each request for payment, and not less than monthly, along with a copy of your most recent invoice (schedule of values/payment application) to the Contract Compliance Division. Failure to comply may result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	Complete to Date
Name:			
Address:			
Telephone #:	Fax #:	Email:	

REPORTING PERIOD: (From - To)	
PROJECT NAME:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNTS AFFECTING SUB-CONTRACTOR UTILIZATION: \$

AMOUNT OF PARTICIPATION THIS PERIOD: \$

TOTAL AMOUNT REPORTED TO DATE: \$

SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Percentage of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: _____ (Signature) Date: _____ (Printed Name)

Return Completed Form to:
 Contract Compliance Division, DeKalb County Purchasing and Contracting
 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
 404-371-4795(phone) 404-371-2511 (fax)



LSBE SUB-CONTRACTOR REPORT

This report must be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments to the Contract Compliance Division. Failure to comply may result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB - CONTRACTOR		Sub-Contract Award Amount	% Completed to Date
Name:			
Address:			
Telephone #:	Fax#	Email	

PRIME CONTRACTOR:

CONTRACT NUMBER:

ITE/RFP NUMBER:

PROJECT LOCATION:

ANY CHANGE IN CONTRACTOR UTILIZATION: \$

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

Return Completed Form to:
 Contract Compliance Division, DeKalb County Purchasing and Contracting
 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
 404-371-4795(phone) 404-371-2511 (fax)

ATTACHMENT H
SAMPLE COUNTY CONTRACT
DESIGN/BUILD AGREEMENT

STATE OF GEORGIA
COUNTY OF DEKALB

**DESIGN AND CONSTRUCTION AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER**

This DESIGN AND CONSTRUCTION AGREEMENT (the “Agreement” or “Contract”) is by and between DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as the “Owner” or “County”) and _____, a _____ of the State of _____, with offices in _____ County, _____ (hereinafter referred to as the “Design/Builder” or “Contractor”). This Agreement is for the design and construction of a Project identified as: (the “Project”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

THE CONTRACT AND THE CONTRACT DOCUMENTS

The Contract: The Contract between Design/Builder and Owner, of which this Agreement is a part, consists of the Contract Documents. The Contract shall be effective on the date this Agreement is executed by all parties (Owner and Design/Builder).

The Contract Documents: The Contract Documents consist of this Agreement and all attachments and exhibits attached hereto and incorporated herein, the proposal document package – RFP No. [INSERT], dated [INSERT], any Special Conditions issued herewith, the Design Scope Specification, all Design Documents hereafter prepared by Design/Builder and approved by Owner in accordance with this Agreement, Change Orders and Field Orders issued in accordance with this Agreement, any other written amendments executed by Owner and Design/Builder, as well as the following:

(list if any)

all of which are hereby incorporated herein by reference and made a part hereof.

Enumerated Documents Form Entire Contract: Documents not specifically enumerated in Paragraph 1(B) of this Agreement are not Contract Documents.

Complete Agreement: The Contract, together with Design/Builder’s and Surety’s performance and payment bonds for the Project, if required, constitute the entire and

exclusive agreements between Owner and Design/Builder with reference to the Project. The Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

Contract Interpreted as a Whole: The Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be required.

Provision of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

Privity Only with Design/Builder: Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.

Agreed Interpretation of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.

Term "Include" Intended to Be Encompassing: "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation".

Use of Singular and Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

Definition of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

Order of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, the following shall control:

As between figures given on plans and scaled measurements, the figures shall govern;

As between large scale plans and small scale plans, the large scale plans shall govern;

As between plans and specifications, the requirements of the specifications shall govern;

As between this Agreement and the plans or specifications, this Agreement shall govern.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SAMPLE

DESIGN/BUILDER'S REPRESENTATIONS

Specific Representations: In order to induce Owner to execute this Agreement and recognizing that Owner is relying thereon, Design/Builder, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement or the Contract, or implied by operation of law, makes the following express representations to Owner:

Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice engineering and architecture, utility contracting, and general contracting by all public entities having jurisdiction over Design/Builder or the Project;

Design/Builder will maintain all necessary licenses, permits or other authorization necessary to act as Design/Builder for the Project until Design/Builder's duties hereunder have been fully satisfied;

Design/Builder has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of the Contract;

Prior to the execution of this Agreement, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has performed such tests, if any, as are necessary to determine the surface and sub-surface conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into the Contract;

Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS

Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Design Scope Specification and the Contract, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. "Design Scope Specification" means the document prepared by Owner dated [INSERT DATE], which specifies the general scope of the Design Services to be performed by Design/Builder under the Contract. A copy of the Scope of Design / Build Services is attached hereto as Exhibit [INSERT] and is incorporated herein by reference. The Design / Build Services shall be performed within the time provided by the Design Schedule.

Owner's Review of Design Services: Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to Owner's Representative for review and approval in accordance with the terms of the Contract. However, any such review or approval by Owner or Owner's Representative shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. Owner may direct Design/Builder to make changes to any such documents in order to conform such documents to Owner's objectives. Any such changes by Design/Builder ordered by Owner shall not relieve Design/Builder of its obligations hereunder unless, and only to the extent that, Design/Builder notifies Owner in writing within seven (7) days of receipt of Owner's directive to make such changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of Design/Builder to submit its notice within said seven (7) day period shall constitute a waiver by Design/Builder of any claim for an adjustment to the Design Schedule or the Contract Time.

Preparation of Site Information: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines.

Retention of Geotechnical Consultants: In preparing the Design Documents, Design/Builder shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Design/Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of its geotechnical consultant.

Quality of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all testing and inspections required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project.

Coordination with County's Separate Contractors: Design Builder acknowledges that the County intends to engage separate contractors to perform work adjacent and connected to the Project Work. Design/Builder shall cooperate with the County to ensure the efficient coordination with County's separate contractors. Such cooperation shall include, but is not limited to, attending coordination meetings, sharing of schedule and layout information, as well as further reasonably requested integration functions.

Compliance with Laws and Regulatory Requirements: In providing Design Services, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.

Laws and Regulations: The Design/Builder's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, including the Consent Decree dated December 20, 2011 entered into by and between the County, the EPA, and the EPD, shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Design/Builder shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and County in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, Design/Builder shall herewith report the same, in writing, to the Owner. Design/Builder shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any such law, ordinance, regulation, order, or decree, whether by Design/Builder or by Design/Builder's employees.

Applicable Requirements: The work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the County, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and/or regulations shall prevail. If the Design/Builder performs any work knowing it to be contrary to such codes, laws, or regulations, and without such notice to the County,

Design/Builder shall assume full responsibility therefor and shall bear any and all costs necessary to correct the Work.

Duty to Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Design Documents.

Schedule of Design Services: Design/Builder shall submit for Owner's approval the Design Schedule for the performance of Design/Builder's Design Services which shall include allowance for reasonable time required for Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule, when approved by Owner, shall not, except for good cause, be exceeded by Design/Builder. Should Design/Builder at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify Owner's Representative in writing. In such notice, Design/Builder shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

Determining The Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project including, but not limited to, any design, construction, coordination with County's separate contractors, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specification.

Report on Project Requirements and Objectives: Based on its study and analysis, and no later than ten (10) days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

PRELIMINARY DESIGN

Time For Preliminary Design: Not later than [INSERT NUMBER OF DAYS] calendar days after the Notice to Proceed date the Design/Builder shall review with Owner the written report required by Paragraph 4(B) above, Design/Builder shall prepare and submit to Owner a Preliminary Design for the Project.

Contents Of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;

Preliminary drawings which illustrate each exterior view of the Project;

Preliminary drawings, which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;

Preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;

A written description of the materials and equipment to be incorporated into the Project and the location of same;

Any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specification and the Contract.

To Be Reviewed with Owner: Design/Builder shall review with Owner the Preliminary Design and shall incorporate any changes ordered by Owner with respect to said Preliminary Design or with respect to the requirements of the Project.

Authorization to Proceed with Detailed Design: After review of the Preliminary Design and incorporation of any changes ordered by Owner, Owner shall authorize Design/Builder in writing to commence preparing the Detailed Design or such part thereof as directed by Owner.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

DETAILED DESIGN

Time For Preparation: Not later than [INSERT NUMBER OF DAYS] after Owner has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) hereinabove, Design/Builder shall prepare and submit to Owner the complete Detailed Design.

The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.

Design Documents: Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully integrated, operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

CONSTRUCTION SERVICES

General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with the Contract and to render the Project and all its components operational, functional and legally usable for their intended purpose.

Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

Construction of the whole and all parts of the Project in full and strict conformity with the Contract;

The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;

The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;

The creation and submission to Owner of detailed as-built drawings depicting all as-built construction;

The furnishing of any required surety bonds and insurance as required by the Contract;

The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder;

The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

TIME FOR CONSTRUCTION: THE CONTRACT TIME

Notice of Commencement: After Owner has approved the Design Documents for the Detailed Design, Owner shall issue a notice to commence the Work directing Design/Builder to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.

Time for Completion: Design/Builder shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Design/Builder shall substantially complete the Work not later than [INSERT DATE] or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is [INSERT NUMBER OF DAYS] calendar days, the "Contract Time". Design/Builder shall achieve Final Completion of the Work no later than [INSERT NUMBER OF DAYS] calendar days after the Notice to Proceed date.

Contract Term: As allowed by O.C.G.A. §36-60-15.1, this Contract shall commence immediately upon the execution date. This Contract shall terminate without further obligation on the part of the County, with no further renewals, three (3) years after the execution date, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Design/Builder in accordance with the terms of this Contract.

Liquidated Damages for Delay in Submittal of Detailed Design: Design/Builder shall pay Owner the sum of [INSERT AMOUNT] (\$[INSERT AMOUNT]) per day for each day the Project remains out of compliance for submission of Detailed Design after [INSERT NUMBER OF DAYS]. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to submission of Detailed Design so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in submission of Detailed Design.

Liquidated Damages For Delay In Substantial Completion: Design/Builder shall pay Owner the sum of [INSERT AMOUNT] (\$[INSERT AMOUNT]) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition

to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be unexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

Liquidated Damages for Delay In Final Completion: If Design/Builder fails to achieve Final Completion within [INSERT NUMBER OF DAYS] calendar days from the Notice to Proceed date, Design/Builder shall pay Owner the sum of [INSERT AMOUNT] (\$[INSERT AMOUNT]) per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed; Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

Incentive Payment For Early Completion of the Detailed Design and/or Substantial Completion of the Project: If Design/Builder reaches early completion of the Consent Decree regulatory deadlines for the design [INSERT DATE] and/or substantial completion of the Project [INSERT DATE], the County shall be responsible for an incentive payment, in the form of liquidated savings, amounting to an inverse proportion of the liquidated damages; a credit of [INSERT AMOUNT] (\$[INSERT AMOUNT]) per day for each day the Project reaches compliance for design prior TO [INSERT DATE] and of [INSERT AMOUNT] (\$[INSERT AMOUNT]) per day for each day the Project reaches compliance for substantial completion prior to [INSERT DATE].

Time Is of The Essence: All limitations of time set forth herein are material and time is of the essence of the Contract.

Time for Completion and Liquidated Damages:

It is hereby understood and mutually agreed, by and between the Design/Builder and the County, that the date of beginning, rate of progress, and the

time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

The Design/Builder agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Design/Builder and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

If the said Design/Builder shall neglect, fail or refuse to complete the Work within the time herein specified, then the Design/Builder does hereby agree, as a part consideration for the awarding of this Contract, to pay to the County, the amount specified herein, not as a penalty, but as liquidated damages.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Design/Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Design/Builder, including but not restricted to, acts of God, or to the public enemy, acts of the County, acts of another contractor in the performance of the contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work.

Provided further, that the Design/Builder shall within seven (7) days from the beginning of such delay, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Design/Builder within a reasonable time of its decision in the matter.

Where the County has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract work items remain outstanding, the County, at its option, may, in lieu of all or a portion of liquidated damages owed by the Design/Builder, charge the Design/Builder for actual cost of administering the Contract for the period subsequent to expiration of the Contract completion date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SAMPLE

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

Examination of Work by Design/Builder: It is understood and agreed that the Design/Builder has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

Materials, Services, and Facilities:

The Design/Builder shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Design/Builder to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Design/Builder shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work, in accordance with accepted industry practices within the time specified in the Contract.

Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, tested and commissioned as directed by the manufacturer.

Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Owner, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Owner, have not furnished products meeting the intent of the Contract Documents, the Design/Builder shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.

Design/Builder to Perform All Work Required by the Contract: The intent of the Contract is to require complete, correct and timely execution of the design and the Work. Any and all Work that may be required, reasonably implied or reasonably inferred by the

Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder in accordance with Article 10 of this Agreement for the Contract Price.

Design/Builder's Obligations: The Design/Builder shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. Design/Builder shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. Design/Builder alone shall be responsible for the safety, efficiency, and adequacy of Design/Builder's plants, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Design/Builder shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

Strict Compliance with The Contract Documents: All Work performed by Design/Builder shall be in strict compliance with the Contract. "Substantial Compliance" is not strict compliance. Any Work not in strict compliance with the Contract is defective.

Supervision of the Work: The Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort, Design/Builder bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Design/Builder.

Warranty of Workmanship and Materials: Design/Builder warrants and guarantees to Owner that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the Work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

Commencement of Guarantee and Warranty: Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all Work.

Design/Builder's Schedule of Construction: Design/Builder, within fifteen (15) days after the Commencement Date, shall submit to Owner, for its information, and comply with, Design/Builder's Schedule of Construction for completing the Work by the Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Work on week days and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to

time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract.

Record Copy of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of the Contract, including one record copy of the Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Work, and/or upon Owner's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.

Review and Approval of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract.

Owner's Option to Review Submittals: Owner shall, in its discretion, have the right to review and approve Submittals, and if Owner so elects, Design/Builder shall not perform any portion of the Work as to which Owner has required Submittal and review until such Submittal has been approved by Owner's Representative. Approval by Owner, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review Submittals, Design/Builder shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to Owner. Shop Drawings and other Submittals from Design/Builder do not constitute a part of the Contract.

Procurement and Review of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit in writing to the Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

Procurement of Operations and Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work.

As-Built Drawings: Design/Builder shall prepare and provide to Owner a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the Contract. The Design/Builder shall, upon completion of the Work, furnish a marked set of

Drawings showing the field changes, as actually installed and as specified under sections of the Specifications, and deliver them to the Owner.

Compliance with Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

Inspection and Testing of Materials: Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner. The cost of such inspection and testing shall be paid by the Design/Builder. The Design/Builder shall furnish evidence satisfactory to the Owner that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

Inspection of Work:

The Design/Builder shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Owner and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Owner or its representative at the site of the Work shall not be construed to, in any manner, relieve the Design/Builder of this responsibility for strict compliance with the provisions of the Contract Documents.

If the specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Design/Builder shall give the Owner timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Owner shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Design/Builder. Design/Builder having secured all certificates of inspection will deliver same to the Owner upon completion. If any work should be covered up without approval or consent of the Owner, it shall, if required by the Owner, be uncovered for examination at the Design/Builder's expense.

Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the Owner shall be final and conclusive and binding upon all parties to the Contract.

Owner's Regulations and Applicable Laws: Design/Builder shall, during the course of the Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any

person by Design/Builder in connection with the Work to be performed under the Contract.

Compliance with Construction Regulations: Design/Builder shall perform the Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall indemnify and hold Owner harmless from all loss, damages, and expense, including attorney's fees, resulting from any such violation or alleged violation.

Permits, Licenses and Notices: All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify Owner's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply Owner with copies of same. The originals of said permits, licenses and authorizations shall be delivered to Owner upon completion of the Work, and receipt of such documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Work. The County will not charge the Design/Builder for permits and inspections obtained from the County.

Conditions to Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by Owner's Representative and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Work.

Protection of Work, Property, and Persons:

The Design/Builder will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Design/Builder will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The Design/Builder will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. Design/Builder will erect and maintain, as required by the conditions and progress of the Work, all necessary warning, safeguards for devices and safety and protection of the Work, the public, and adjoining property. Design/Builder will notify owners of adjacent utilities when prosecution of the Work may affect them. The Design/Builder will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Design/Builder, any Subcontractor, or anyone directly or

indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Design/Builder shall, prior to commencing other on-site work, accurately locate utilities within the structure and above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Design/Builder shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Design/Builder shall notify the Owner promptly on discovery of any conflict between the Contract Documents and any existing facility.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Design/Builder, upon notification to the Owner, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Design/Builder due to such extra work shall be submitted to the Owner, in writing, within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.

All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Design/Builder and the responsible agency. The Design/Builder shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Design/Builder's activities.

Repair of Collateral Damages: Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Work.

Cleaning Up: The Design/Builder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Design/Builder's employees or work. Upon completion of the Work, the Design/Builder shall remove all Design/Builder's plants, tools, materials, and other articles from the property of the County.

Access to Work: The County shall at all times have access to the Work wherever it is in preparation or progress and the Design/Builder shall provide proper facilities for such access without formality or other procedures.

Decisions Regarding Aesthetic Effect: Owner's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

Design/Builder to Remain an Independent Contractor: In the performance of the Contract, Design/Builder's status as an independent contractor shall not be modified or

diminished by reason of any instructions issued by Owner or Owner's Representative to Design/Builder or any of Design/Builder's employees, Subcontractors, or representatives.

Assignments: The Design/Builder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SAMPLE

CONTRACT PRICE

Contract Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, the performance of all Work required by the Contract, and the performance of all requirements of this Agreement, the Contract Price. The Contract Price shall be a sum in the amount of [AMOUNT].

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SAMPLE

PAYMENT OF THE CONTRACT PRICE

Indicate Selected Payment Methodology:

Lump Sum Pricing: Pre-construction and Construction phase services will be performed by Design-Build firm for the lump sum of: \$ _____ dollars and _____ cents.

Cost Plus GMP: The County and the Design-Build Firm have agreed to a fee for Pre-Construction phase services of \$ _____ dollars and _____ cents. The County and the Design-Build firm will agree to a Guaranteed Maximum Price (GMP) for the Construction phase services. During the Construction phase the Design-Build Firm will be paid the actual direct cost plus the fixed percentage for overhead and profit that was provided by the Design-Build Firm with their cost proposal.

Unit Price: The County and the Design-Build Firm have agreed to the Unit Pricing included as [Appendix] to this Contract. The Design-Build Firm will be paid the appropriate unit price multiplied by the installed quantities.

Each Unit Price includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the Work item in strict conformity with the Specifications, the Contract, and all authorized written clarifications issued. Without limitation, the Unit Prices shall also include all applicable sales and use taxes, fees, temporary lighting, security for the site, heating and cooling, temporary utilities, freight costs, handling and storage costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

No escalation of unit costs will be allowed during the initial three (3) year term of the contract. However, after the initial three (3) years of the contract, the successful respondent(s) may be entitled to escalation when approved by the County. In such cases the respondent shall furnish price lists to the County for his/her increases and those of his/her supplier (e.g. factory) increases, as and if prices are changed. Furnish also a list of his/her supplier's (e.g. factory) prices that had been in effect during Proposer's earlier prices; so that County can see the difference. Price change will be in effect only after receipt and approval of one copy of these price lists, (or catalogs), by the DeKalb County Purchasing and Contracting Department. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) are to be submitted to Purchasing and Contracting Department Director, Maloof Administration Building, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030. The County has sole discretion regarding whether to approve the proposed escalation costs.

Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article 11.

Partial payments to the Design/Builder shall be made monthly, based on the value of work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site.

Payment to the Design/Builder shall be made within fifteen (15) days of submission by the Design/Builder of a duly certified and approved estimate of work performed during the preceding calendar month, less the amount of retainage. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. The amount of retainage shall be as follows:

Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due;

When fifty (50%) percent of the contract value, as described above, becomes due and the manner of completion of the contract work and its progress are reasonably satisfactory to the County, the withholding of retainage shall be discontinued. If after discontinuing the retention, the County determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.

When the Work is substantially complete (operational or beneficial occupancy) and the County determines the Work to be reasonably acceptable, the Design/Builder shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the County, shall be withheld until such items are completed.

This Contract is governed by O.C.G.A. § 13-10-80, which requires that the Design/Builder, within ten (10) days of receipt of retainage from DeKalb County, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, DeKalb County, in its discretion, may require the Design/Builder to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment. Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Design/Builder shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration.

Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by Design/Builder in connection with its request for payment. Owner shall have the right, however, upon demand, to make a detailed examination, audit or inspection of Design/Builder's books and records for the purpose of

verifying the accuracy and completeness of such information. In the event Owner determines that Design/Builder has been paid any sums not due Design/Builder, same shall be reimbursed by Design/Builder to Owner within forty-eight (48) hours of demand by Owner.

Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design/Builder until Design/Builder has fully performed all of its obligations under the Contract and the Design Services and the Work are fully complete.

Owner's Review of Pay Requests: Owner shall have the right to review all pay requests and the Design Services and the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work and the Design Services is as represented in the pay request and as required by the Contract.

Conditions Precedent To Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Work and Design Services as required by this Agreement and that Design/Builder shall have furnished to Owner properly executed waivers of lien, in a form acceptable to Owner, from all Subcontractors, materialmen, Suppliers or others having lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights relating thereto.

Title Passes Upon Payment: Design/Builder warrants and represents that upon payment of any pay request submitted by Design/Builder, title to all Work covered by the pay request shall immediately pass to Owner. All equipment, materials, and work covered by progress payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Design/Builder from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work.

Payment Not a Waiver or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before Owner's occupancy of the Project.

Withholding of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from:

The quality of a portion, or all, of Design/Builder's Work not being in accordance with the requirements of this Contract;

The quantity of Design/Builder's Work not being as represented in Design/Builder's pay request, or otherwise;

Design/Builder's rate of progress being such that, in Owner's opinion, Substantial Completion, Final Completion, or both, may be unexcusably delayed;

Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;

Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

Claims made, or likely to be made, against Owner or its property;

Loss caused by Design/Builder; Design/Builder's failure or refusal to perform any of its obligations to Owner. In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(H), Design/Builder shall promptly comply with such demand.

Unexcused Failure to Pay: If Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts due and payable to Design/Builder within thirty (30) days after the date established herein for payment of such amounts, then Design/Builder may suspend its Design Services or, as applicable, the Work until payment is made, provided that Design/Builder first gives ten (10) days' written notice to Owner of its intent. Any payment due hereunder which is not made within thirty (30) days after the date due shall bear interest at the rate of 7 percent (7%) per annum.

Payments to Design/Builder: Cost Breakdown - The Design/Builder shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications, and shall be further subdivided into labor and materials.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SUBSTANTIAL AND FINAL COMPLETION

Substantial Completion: “Substantial Completion” means that stage in the progression of the Work, as approved by Owner in writing, when the Project is sufficiently complete in accordance with the Contract that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

Determination of Substantial Completion: When Design/Builder believes that the Work is substantially complete, Design/Builder shall notify Owner in writing and shall submit to Owner a list of items remaining to be completed or corrected. Owner will perform an inspection and if the Work is substantially complete in the opinion of Owner, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Owner and Design/Builder for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the date, 30 days hence, within which Design/Builder shall complete any items of incomplete or defective Work. The Certificate of Substantial Completion shall be submitted to Design/Builder for its written acceptance of the responsibilities assigned to it in such certificate.

Final Completion: “Final Completion” means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including Design/Builder’s provision to Owner of all documents and things required to be provided by the Contract.

Determination of Final Completion: When Design/Builder believes that all of the Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify Owner in writing. Owner will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

Conditions Precedent to Final Payment: Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by Owner, the following:

An affidavit that all of Design/Builder’s obligations to Subcontractors, laborers, equipment or material Suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

If required by Owner, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might have a claim against Owner or Owner's property;

If applicable, consent(s) of Surety to final payment;

A complete set of the as-built drawings and the record set of Contract Documents;

All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a contractor, or expressly required herein, as a part of or prior to Project closeout.

Acceptance of Final Payment a Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request.

Final Payment:

Before final payment to the Design/Builder of the percentage retained by the County, the following requirements shall be complied with:

Final Inspection: Upon notice from the Design/Builder that Design/Builder's work is completed, the Owner shall make a final inspection of the Work, and shall notify the Design/Builder of all instances where Design/Builder's work fails to comply with the Drawings and Specifications, as well as any defects Design/Builder may discover. The Design/Builder shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications. Failure of the Owner to notify the Design/Builder of any defect or deficiency in the Work and/or failure of the Work to comply with the Drawings and Specifications shall not release or discharge the Design/Builder from any of its duties or obligations under this Agreement.

Final Payment: When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price and Change Orders to the Contract. The final payment shall not be due until the Design/Builder shall have completed all work necessary and reasonably incidental to the Contract, including final clean-up.

Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. Payments otherwise due the Design/Builder may be withheld by the County because of defective work not remedied and unadjusted damage to others by the Design/Builder or Subcontractors, vendors, or laborers.

Requests for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the County. All requests for final payment are subject to final approval and audit by the Board of Commissioners of DeKalb County.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SAMPLE

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

Provide Project Information: Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.

Review of Documents: Owner shall review any documents submitted by Design/Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.

Provide Notice of Defects: In the event Owner knows of any material fault or defect in the Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then Owner shall give prompt notice thereof to Design/Builder.

Access to the Site and the Work: Owner shall provide Design/Builder access to the site and to the Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.

Cooperation to Secure Permits, Licenses, Approvals, and Authorizations: Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

Timely Performance: Owner shall perform the duties set forth in this Article 13 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder's Design Services and of the Work.

Owner's Reviews, Inspections, Approvals, And Payments Not a Waiver: Owner's review, inspection, or approval of any Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

Delay or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

Documents Requested by Design/Builder: Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefor. If Design/Builder requests in writing, Owner shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

Approvals and Easements: Owner shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Work. Design/Builder shall render such assistance as Owner may request in obtaining such easements, certificates of occupancy, and the like.

Right to Stop Work: In the event Design/Builder fails or refuses to perform the Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction from Owner in writing, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Work may resume.

Owner's Right to Perform Work: In the event Owner issues such instructions to stop Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right to carry out the Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible for the costs incurred in correcting any defective or deficient Work. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate or withhold payment as provided herein.

Owner's Representative: "Owner's Representative" means the individual named by Owner, in writing, to act on Owner's behalf in the administration of the Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

PROJECT DOCUMENTATION

Maintenance of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than eleven (11) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

Availability of Project-Related Records to Owner: All Project Records which are in the possession of Design/Builder or Design/Builder's Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Design/Builder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

Subcontractor Defined: A “Subcontractor” means an entity which has a direct contract with Design/Builder to perform a portion of the Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project. The Design/Builder understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless the Work and the contractor proposed to perform it have been declared in the Proposal to the Contract; or the Design/Builder shall have obtained written approval from the County.

THE DESIGN/BUILDER FURTHER UNDERSTANDS AND AGREES THAT ANY WORK ON THIS PROJECT WHICH THE DESIGN/BUILDER SECURES IN VIOLATION OF THIS PROVISION SHALL BE DEEMED A GRATUITY FROM THE DESIGN/BUILDER FOR WHICH DEKALB COUNTY SHALL NOT BE OBLIGATED TO PAY.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County.

Supplier Defined: A “Supplier” means an entity providing only equipment or materials for the performance of the Work.

Objections to Subcontractors: Design/Builder shall furnish Owner, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract.

Terms of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder herein, including those rights of Contract suspension, termination, and stop Work orders as set forth herein. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors.

Design/Builder Responsible For Acts of Its Subcontractors: Should Design/Builder subcontract all or any part of the Work, such subcontracting of the Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

Removal of Subcontractors and Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder’s staff working on the Project is unsatisfactory, Owner may

require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

Design/Builder's Personnel:

The Design/Builder will supervise and direct the Work. Design/Builder will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Design/Builder, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Owner prior to start of the Work. The Superintendent so named by the Design/Builder shall be employed by the Design/Builder and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Design/Builder during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent. The Superintendent shall represent the Design/Builder, and all directions given to the Superintendent shall be as binding as if given to the Design/Builder.

Only persons skilled in the type of work which they are to perform shall be employed. The Design/Builder shall, at all times, maintain discipline and good order among Design/Builder's employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

CHANGES AND EXTENSIONS OF TIME

Definition of Change Order: "Change Order" shall mean a written order to the Design/Builder authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time, as approved by the DeKalb County Board of Commissioners, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The County's Chief Executive Officer or his/her designee shall have authority to approve a change order in a total amount less than \$100,000.00.

Design/Builder acknowledges that Change Orders may require the approval of the DeKalb County Board of Commissioners. Design/Builder agrees that Owner may have no less than thirty-one (31) days in which to seek approval by said Board of any proposed or required Change Order. In no event, and under no circumstances, shall Design/Builder make any claim for delay, acceleration, interference, or other claim for damages, cost or expense arising out of, or relating to, the time required to secure the approval or rejection of any Change Order, so long as said approval or rejection is made by the Board within thirty-one (31) days after submission of a proposed Change Order by Design/Builder.

Changes in the Work:

The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.

The Owner, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Design/Builder shall proceed with the performance of any changes in the Work so ordered by the Owner unless the Design/Builder believes that such Field Order entitles Design/Builder to a change in Contract Price or Time, or both, in which event Design/Builder shall give the Owner written notice thereof within fifteen days after the receipt of the ordered change, and the Design/Builder shall not execute such changes pending the receipt of an executed Change Order or further instruction from the County.

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.

Unit prices previously approved.

An agreed sum.

The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition,

there shall be added an amount agreed upon but not to exceed fifteen percent of the actual cost of such work to cover the cost of general overhead and profit.

Modification: This Agreement may be modified or amended by the County to reduce the scope of work or Project description upon seven (7) days written notice; the written notice shall be sent to the Design/Builder addressed as follows:

Attn:

All notices shall be sent via (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the Design/Builder's address shall be binding upon the Design/Builder unless said address is changed by the Design/Builder in writing to the County.

Continuing Duty to Perform Work and Make Payment: In the event the parties are unable to agree on the terms of a Change Order, then Design/Builder shall continue to diligently perform the Design Services and the Work, including any change directed by Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order.

Changes in Unit Prices: If unit prices are provided in the Contract, and if the quantities contemplated are changed in a proposed Change Order such that an application of the unit prices to the quantities of Work proposed will cause substantial inequity to Owner or to Design/Builder, the applicable unit prices may be equitably adjusted.

Minor Changes: Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price nor extension of the Contract Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and Design/Builder shall promptly carry out such written Field Orders.

Effect of Executed Change Order: The execution of a Change Order by Design/Builder shall constitute conclusive evidence of Design/Builder's agreement to the ordered changes in the Design Services or the Work and the Contract Time, if any, as thus amended.

Consent of Surety: Design/Builder shall notify and obtain the consent and approval of Design/Builder's surety with reference to all Change Orders if such notice, consent or approvals are required by Owner, Design/Builder's surety or by law. Design/Builder's execution of the Change Order shall constitute Design/Builder's warranty to Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be

conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Work in the best professional manner.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

CLAIMS BY DESIGN/BUILDER

Terms and Conditions of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.

Notice of Claim: All Design/Builder claims, disputes and other matters in question against Owner arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to Owner. Such written notice of claim shall be received by Owner no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Design/Builder agrees and acknowledges that its failure to provide written notice of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

Documentation in Support of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Design/Builder shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim. **Formal Written Claim:** No later than thirty (30) days after the date of the written notice of claim, Design/Builder shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim dispute or other matter; (3) the date Design/Builder discovered the occurrence(s); (4) a detailed schedule identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. The claim shall be verified as to its truthfulness and accuracy, under oath, by an officer of the Design/Builder. Other information or documents shall be submitted to Owner within ten (10) days after written request by Owner. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by Owner within ten (10) days after the written request shall constitute a waiver of any claim for additional compensation or time extension related thereto.

Continuous Duty to Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.

Duty to Continue Performance: Design/Builder and Owner shall continue their performance hereunder regardless of the existence of any claims submitted by Design/Builder.

Claims for Increase in Contract Price: In the event Design/Builder seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of Owner therefor, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim.

Limit of Owner's Liability for Increased Costs: In connection with any claim by Design/Builder against Owner for compensation in excess of the Contract Price, any liability of Owner shall be strictly limited to the Cost of the Work and Services as defined and allowed in Paragraph 10(A) hereinabove and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/ Builder therefor has been established in a court of competent jurisdiction.

Claims for Increase in Contract Time: If Design/Builder is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by Owner or someone acting in Owner's behalf, or by changes ordered in the Design Services or the Work, unusually bad weather not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion, or, as applicable, Final Completion, shall, subject to the provisions of Paragraph 17(J) below, be appropriately adjusted by Owner upon the written notice and claim of Design/Builder to Owner for such reasonable time as Owner may determine. A task is critical within the meaning of this Paragraph 17(I) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Design Services or Work. If Design/Builder fails to give such notice, any claim for an extension of time shall be waived. In the event the delay to Design/Builder is a continuing one, only one notice and claim for additional time shall be necessary, provided the continuing nature of the delay is indicated in the notice and claim.

Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part: Design/Builder acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner.

Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order.

In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 17(I) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

Claims Resolved By Change Order: The resolution of any claim under this Article 17 shall be reflected by a Change Order executed by Owner and Design/Builder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

UNCOVERING AND CORRECTING WORK

Design/Builder not to Cover Work Contrary to Requirements: If any of the Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

Owner's Right to Order Uncovering of Any Work: If any of the Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Work conforms strictly to the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Work does not strictly conform to the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

Guarantee and Correction of Work: The Design/Builder shall guarantee all work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Design/Builder of liability for incomplete or faulty materials or workmanship. The Design/Builder shall promptly remedy any omission or defect in the Work and pay for any damage to other Replacement or facilities resulting from such omission or defect which shall appear within a period of twelve (12) months from the date of final completion, unless a longer period is elsewhere specified. In the event that the Design/Builder should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so and charge the Design/Builder the cost thereby incurred. The Performance Bond shall remain in full force and effect through all warranties contained in the Contract Documents.

Duty To Correct Defective Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Work for a period of twelve (12) months following Final Completion upon written direction from Owner. This obligation shall survive final payment by Owner and termination of the Contract.

No Period of Limitation Established: Nothing contained in Paragraphs 18(C) and 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the twelve (12) month time period in Paragraphs 18(C) or 18(D) above relates only to the duty of Design/Builder to specifically correct the Work.

Owner's Option to Accept Defective Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the

defective or nonconforming Work. Owner shall be entitled to such reduction in the Contract Price regardless of whether Owner has, in fact, removed and corrected such defective Work. If the unpaid balance of the Contract Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Work.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SAMPLE

SUSPENSION AND TERMINATION

Suspension of Performance: Owner may for any reason whatsoever suspend performance under the Contract. Owner shall give written notice of such suspension to Design/Builder specifying when such suspension is to become effective.

Ceasing Performance upon Suspension: From and upon the effective date of any Suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with the Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.

Claim for Costs of Suspension: In the event Owner directs a suspension of performance under this Article 19, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Agreement, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:

Demobilization and remobilization, including such costs paid to Subcontractors;

Preserving and protecting Work in place;

Storage of materials or equipment purchased for the Project, including insurance thereon;

Performing in a later, or during a longer, time frame than that contemplated by this Contract.

Resumption of Work after Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.

County's Right to Suspend or Terminate:

If the Design/Builder is adjudged bankrupt or insolvent, or if Design/Builder makes a general assignment for the benefit of Design/Builder's creditors, or if a trustee or receiver is appointed for the Design/Builder or for any of Design/Builder's property, or if Design/Builder files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if Design/Builder repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if Design/Builder disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if Design/Builder otherwise violates any provision of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Design/Builder and

Design/Builder's surety a maximum of seven days from delivery of a written notice, declare the Contract in default, take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Design/Builder, and call upon the surety to finish the Work by whatever method deemed expedient.

Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may therefore accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability. If the Design/Builder can establish or it is otherwise determined that the Design/Builder was not in default or that the failure to perform is excusable a termination for default will be considered to have been a termination for the convenience of the Owner and the rights and obligations of the parties governed accordingly.

Upon seven days' written notice to Design/Builder, Owner may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items):

For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

For expenses sustained in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with Uncompleted Work;

For amounts paid in settlement of terminated contracts with Subcontractors and Suppliers;

Reasonable expenses directly attributable to termination including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court costs;

Design/Builder shall not be paid on account of anticipatory profits or overhead or consequential damages.

Termination of Agreement: The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the Design/Builder to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the Design/Builder, with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the County, the written notice shall be sent to the Design/Builder via (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service, addressed as follows:

Attn:

All notices sent to the above address shall be binding upon the Design/Builder unless said address is changed by the Design/Builder in writing to the County. If this Agreement is so terminated, the Design/Builder shall be paid as provided in this Article 19.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SAMPLE

OWNERSHIP OF DOCUMENTS

Ownership of Documents: All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Design/Builder agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Design/Builder and without any payment of any monies to the Design/Builder therefor. However, any reuse of the documents by the County on a different site shall be at its risk and the Design/Builder shall have no liability where such documents are reused. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records with approval in writing of Owner; provided, however, that in no event shall Design/Builder use, or permit to be used, any portion or all of such documents on other Projects without Owner's prior written authorization.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

INDEMNITY

From Personal Injury Or Damage To Tangible Property: Design/Builder shall indemnify and hold Owner and its affiliates, officers, directors and employees harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with Design/Builder's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by Design/Builder or anyone for whose acts Design/ Builder may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by Owner.

From Consent Decree Damages and/or Penalties: The Design/Builder shall at all times observe, perform, and comply with all federal, state and local laws or ordinances, decrees, rules and regulations which in any manner affect those engaged or employed in the performance of the Work, and the conduct of the Work. The Design/Builder shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work, including the Consent Decree dated December 20, 2011 entered into by and between the County and the Environmental Protection Agency and the Environmental Protection Division ("Consent Decree"). Reference to such laws, ordinances, rules, decrees and regulations shall include any amendments thereto. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Design/Builder shall forthwith report the same to the County.

To the fullest extent permitted by law, Design/Builder shall indemnify the County for all damages, fines, penalties and attorney's fees incurred by or levied against the County as a result of the Design/Builder's failure to perform Work in accordance with the Contract Documents. In addition, Design/Builder shall indemnify the County for all damages, including Stipulated Penalties, levied against the County pursuant to Article X of the Consent Decree with the Environmental Protection Agency and the Environmental Protection Division ("Consent Decree Damages and/or Penalties"), to the extent that such damages or penalties arise out of or relate to the Design/Builder's failure to perform any obligation required of it under the Contract Documents.

From Violations of Laws, Environmental Requirements, Performance Guidelines, and Licensing Requirements: Design/Builder shall indemnify and hold harmless Owner and its affiliates, officers, directors, and employees from and against all claims, liabilities, damages, losses, costs, expenses (including reasonable attorney's fees and expenses, and fees and expenses of experts) for bodily injury, including death, or damage to or loss of property, or any other type or form of loss occurring or sustained or resulting from:

Any violation by Design/Builder, its Subcontractors, representatives, employees, and agents of any municipal, state or federal laws, rules, or regulations applicable to the performance of its obligations under the Contract;

Environmental violations or contamination from hazardous substances, hazardous wastes and emissions or other substances or chemicals regulated by any applicable environmental laws or regulations and resulting from any willful misconduct, negligent act or omission, or legal violation by Design/Builder, its Subcontractors, Suppliers, representatives, employees, or agents;

The failure of any of Design/Builder's employees, agents, representatives, Suppliers, or Subcontractors to obtain and maintain the required skills, licenses, certificates and permits mandated by applicable federal, state or local governing authorities with jurisdiction over construction, fabrication, environmental, health and safety matters on the Project.

Hazardous Materials: In the event Design/Builder discovers hazardous or contaminated materials, including but not limited to asbestos, PCBs, petroleum, hazardous waste, or radioactive material, Design/Builder shall stop all Work in connection with such hazardous condition and in any area affected thereby, and notify Owner of the discovery of said condition. Design/Builder shall strictly comply with all applicable laws, regulations, rules or other promulgations by governing bodies, agencies, authorities or organizations having jurisdiction over the Project or the discovery of said hazardous or contaminated material. Design/Builder shall secure the Work site to prevent access by unauthorized personnel. If Design/Builder fails to comply with this Paragraph 21(C) or contaminated, hazardous or suspected contaminated or hazardous material is transported (either on or off site) without notice to Owner, such materials shall become the property of Design/Builder and Design/Builder shall be solely responsible for all costs and fines associated therewith.

Indemnification Agreement: The Design/Builder shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the County. To the fullest extent permitted by law, the Design/Builder shall exonerate, indemnify, and save harmless the County and its affiliates, officers, directors and employees from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the County, the defense of any and all claims, litigations, and actions suffered through any act or omission of the Design/Builder, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Design/Builder expressly agrees to defend, through legal counsel acceptable to the County, against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. Notwithstanding any language or provision in this Contract,

With respect to any construction, alteration, repair, or maintenance services performed under this contract, Design/Builder shall not be required to indemnify

any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnity's sole negligence; and

With respect to any engineering, architectural, or land surveying services performed under this contract, Contractor's indemnity obligation extends only to claims, actions, or expenses based upon or arising out of the Contractor's negligence, recklessness, or intentionally wrongful conduct.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SAMPLE

INSURANCE

OCIP Insurance Coverage: In connection with the Work, and for the Design/Builder and those subcontractors deemed eligible by the County for participation, the County will implement an Owner Controlled Insurance Program (“OCIP”), providing certain insurance coverages as detailed herein. The insurance coverages provided by the OCIP apply only to the Work performed on the Project site. The Design/Builder and its Subcontractors shall provide their own insurance for all off-site activities. The Builder’s Risk/All Risk Property Insurance component of the OCIP will expressly exclude coverage on Contractor’s and Subcontractors’ machinery, tools, and equipment not destined to become a part of the Project Work.

OCIP Manual of Insurance Procedures: The OCIP coverage provided by the County shall be further detailed in, and the Design/Builder requirements with respect to the OCIP shall be described in, the General Liability Wrap-Up Manual (“the Manual”) to be incorporated into the Contract Documents and to be issued via an Exhibit to the Contract. This Manual includes information on the following OCIP coverages: Commercial General Liability, Excess Liability, and Builder’s Risk/All Risk Property Insurance.

Exclusion of Design/Builder Insurance Costs

Because the County is providing specific limits of General Liability, Excess Liability and Property Coverage (for eligible workers), following enrollment in the OCIP the Design/Builder shall exclude all General Liability, Excess Liability, and Property Coverage (Builder’s Risk) costs from the Contract Price and its bid for itself and for all included Subcontractors. The Design/Builder warrants, for itself and all included Subcontractors, that all such on-site insurance costs for the coverages listed above shall be excluded in their entirety from the Contract Price, and no such coverage is duplicated by the Design/Builder or any Subcontractor of any tier. The Design/Builder and its Subcontractors shall make available to the County all documentation deemed necessary by the County in order to verify this cost exclusion. If requested by the County, the Design/Builder shall provide complete copies of its and its Subcontractors’ current insurance policies in order to assist in the verification of the accuracy of the exclusion of insurance costs and to verify the accuracy of the information provided by the Design/Builder and its Subcontractors.

Builders’ Risk Insurance Coverage

DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides “All-risk” form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary

Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SURETY BONDS

Contract Security: The Design/Builder shall furnish a Contract Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the Contract Price. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 and 36-91-21 et seq. The surety on each Bond shall be a surety company satisfactory to the County and listed in the Federal Register and licensed to write surety insurance in the State of Georgia.

Within ten (10) days from the date of Notice of Award of this Contract, the Design/Builder, as Principal, and [INSERT NAME OF SURETY], a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of [INSERT AMOUNT] for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 and 36-91-21 et seq. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (where applicable) and a twelve month guarantee period after the completion of work performed under this Contract. The Performance and Payment Bonds are attached hereto as Attachment [INSERT NUMBER OR LETTER].

It is further agreed between the parties hereto that if at any time after the execution of this Agreement and the surety bonds for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Design/Builder shall, at its expense within five days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.

In such event no further payment to the Design/Builder shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

MISCELLANEOUS PROVISIONS

Georgia Laws Govern: This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

Venue: This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of DeKalb County, Georgia and the Superior Court of DeKalb County, Georgia shall have sole and exclusive jurisdiction.

Taxes:

Contractor shall pay all sales, consumer, withholding, use and other similar taxes required to be paid by Design/Builder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

The Design/Builder shall provide a written tabulation, plus other documentation as may be required, of all taxes, including sales tax, paid by the Design/Builder to assist the County in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. Such written tabulation shall be included with each partial payment request. The tabulation shall include the major equipment items, as defined in the Major Equipment Schedule, plus any qualifying equipment purchases with a value greater than \$5,000. Additionally, the tabulation shall be documented with copies of invoices indicating the amount of tax paid, with all blanks completed on the invoice, and with a description of the function of the item included in the tabulation. All taxes shall be paid by the Contractor. All refunds will accrue to the County.

Accuracy of Work: The Design/Builder shall be responsible for the accuracy of the work and any error and/or omission made by the Design/Builder in any phase of the work under this Agreement.

Additional Work: If the Design/Builder is asked by the County to perform work beyond the scope of this Agreement for which payment is desired, Design/Builder shall notify the County in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the County prior to performing the additional work for which Design/Builder is to be paid. The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County. Any claim for additional work must be made in strict accordance with Article 17.

Successors and Assigns: The County and the Design/Builder each binds himself and Design/Builder's partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and

assigns of such other party, in respect to all covenants of this Agreement; except as above, the Design/Builder shall not assign, sublet, or transfer Design/Builder's interest in this Agreement without the written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

Notices: Any notice required to be given herein shall be deemed to have been given to the other party if sent via (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service to the following addresses:

TO OWNER:

ATTN: _____

TO DESIGN/BUILDER:

ATTN: _____

All notices shall be effective upon receipt.

Reviews and Acceptance: Work performed by the Design/Builder shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Design/Builder of Design/Builder's professional obligation to correct, at Design/Builder's own expense, any errors in the Work.

County Representative: The County may designate a representative through whom the Design/Builder will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the DeKalb County Board of Commissioners. Payments to the Design/Builder shall be made only upon itemized bill submitted to and approved by said representative.

Sole Agreement: This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in writing by the County.

No Third Party Beneficiary: Except as expressly and specifically set forth herein, this Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

Controlling Provisions: In the event of a conflict between the County's RFP No. [INSERT RFP NO.] and the Design/Builder's response thereto, the provisions of the County's RFP shall govern. The provisions of this Agreement shall control over any conflicting provisions contained in the County's RFP No. [INSERT RFP NO.] or the Design/Builder's response.

Publicity: No information relative to the existence or the details of the Design Services or the Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.

Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

Attorneys' Fees: In the event that Design/Builder breaches any provision of this Contract, and in the event Owner retains any attorney to seek enforcement of said Contract, or in the event Owner institutes litigation against Design/Builder arising out of or relating to the Contract, Owner shall be entitled to recover from Design/Builder its reasonable attorneys' fees, court costs, expert witness fees, and other related expenses.

Prohibited Interests: No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

Weather Conditions: The Design/Builder will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Design/Builder.

Royalties and Patents: The Design/Builder shall hold and save the County and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.

Submittal Period for Products and Substitutions: Substitutions: Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the Base Bid. If the Design/Builder wishes to use items of equipment or materials other than those named in Design/Builder's Base Bid, the Design/Builder shall apply in writing for the Owner's approval of substitution at least ten (10) days prior to opening of bids, submitting with Design/Builder's request for approval complete descriptive and technical data on the items or item Design/Builder proposes to furnish. Approved substitutions will be listed in the Addendum issued to all Design/Builders prior to opening of bids.

Measurements and Dimensions: Before ordering material or doing work which is dependent for proper size or installation upon coordination with conditions, the Design/Builder shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings.

Storage Facilities and Work Areas: The Design/Builder shall cooperate with the County in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Design/Builder shall allot suitable and proper space to Design/Builder's Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Design/Builder shall move same as and when directed, at Design/Builder's own expense.

Replacement on City or Public Property: Design/Builder shall pay for cost of any pavement or sidewalk repairs necessitated by work under this Contract, and any inspection fees required by local authorities.

Manufacturers' Certifications: The Owner may require, and the Design/Builder shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

Samples: The Design/Builder shall furnish with reasonable promptness all samples as directed by the Owner for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

Maintenance Manual: Design/Builder shall, prior to completion of Contract, deliver to the Owner two copies of a manual, assembled and bound, presenting for the County's guidance full details for care and maintenance of visible surfaces and of equipment included in Contract. Design/Builder shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described

manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this Article.

Definitions of Terms: Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

“Addenda” shall mean written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

“Bid” or “Proposal” shall mean the offer or Proposal of the Design/Builder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

“Bidder” or “Proposer” shall mean any person, firm, or corporation submitting a Bid or Proposal for the Work.

“Bonds” shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Design/Builder and Design/Builder’s surety in accordance with the Contract Documents.

“Contract Time” shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

“County” shall mean DeKalb County, Georgia.

“Design/Builder” shall mean one firm to both design and construct the Project.

“Drawings” shall mean the part of the Contract Documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared by Design/Builder and approved by the Owner.

“Field Order” shall mean a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner to the Design/Builder during construction.

“Notice of Award” shall mean the written notice of the acceptance of the Bid or Proposal from the County to the successful Design/Builder as evidenced by return receipts of registered or certified letters.

“Notice to Proceed” shall mean written communication issued by the County to the Design/Builder authorizing Design/Builder to proceed with the Work and establishing the date of commencement of the Work as evidenced by official receipt of certified mail or acknowledgment of personal delivery.

“Owner” shall mean DeKalb County, Georgia.

“Project” shall mean the undertaking to be performed as provided in the Contract Documents.

“Shall” is mandatory; **“may”** is permissive.

“Shop Drawings” shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Design/Builder, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“Specifications” shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship specified for this Project.

“Supplementary Conditions” shall mean a part of the Contract Documents consisting of terms and conditions as may be required by the Owner.

“Superintendent” shall mean the Design/Builder’s authorized on-job representative designated in writing by the Design/Builder prior to commencement of any work.

“Suppliers” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“Work” of the Design/Builder or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment, and things useful or necessary in order to complete the Contract.

Specifications:

The Specifications, the Drawings accompanying them, and the other Contract Documents shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.

The Design/Builder will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.

Unless otherwise stipulated, the Design/Builder shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. The Design/Builder shall be responsible for entire Work and every part thereof.

Each section or type of work is described separately in the Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item

described in another section, that description shall apply regardless of the section under which it is described.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Design/Builder after Design/Builder's discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Design/Builder's risk.

Upon award of the Contract, the Design/Builder shall furnish such Contract Drawings and Specifications as may be required for completion of the Project. Any prints and Specifications in excess of these shall be furnished at cost at the Design/Builder's expense.

Drawings and Specifications:

The intent of the Drawings and Specifications is that the Design/Builder shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

The Owner may (without changing the scope of the Work) furnish the Design/Builder additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Design/Builder shall carry out the Work in accordance with the additional detail drawings and instructions.

Abridging: Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mention therein, or indications on the Drawings of articles, materials, operations, or methods requires that the Design/Builder:

Provide each item mentioned and indicated, of quality or subject to qualifications noted.

Perform according to conditions stated, each operation prescribed.

Provide therefor all necessary labor, equipment, and incidentals.

Wording: Whenever in these Specifications or on the Drawings the words “directed,” “required,” “permitted,” “ordered,” or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, “approved,” “acceptable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, or satisfactory to the County.

Specification Sections: For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the County an arbiter to establish limits to the contracts between the Design/Builder and Subcontractors, nor shall such separation be interpreted as superseding normal union jurisdictions.

Language: Notwithstanding the appearance of such language in the various sections of the Specifications as, “The Paving Contractor,” “The Grading Contractor,” etc., the Design/Builder is responsible to the County for the entire Contract and the execution of all work referred to in the Contract Documents.

Present Documents Govern: The Design/Builder shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered “standard” for material or workmanship in any particular location. The Contract Documents for this job shall govern the Work.

Design/Builder’s Shop Drawings:

The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.

Shop Drawings to be furnished by the Design/Builder for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.

Shop Drawings must be approved by the Owner before the work in question is performed. Drawings for false work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Design/Builder’s Shop Drawings does not relieve the Design/Builder of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Design/Builder shall be responsible for agreement and conformity of Design/Builder’s Shop Drawings with the approved Drawings and Specifications.

It is the responsibility of the Design/Builder to check all Shop Drawings before same are submitted to the Owner for approval. Shop Drawings which have not been checked and approved by the Design/Builder will not be approved.

Shop Drawings shall be submitted only by the Design/Builder who shall indicate by a signed stamp on the drawings that Design/Builder has checked the Shop Drawings and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Design/Builder.

The Design/Builder shall furnish the Owner with at least six copies of all Shop Drawings for approval. Two finally approved copies will be returned to the Design/Builder for Design/Builder's use.

The Contract Price shall include the cost of furnishing all Shop Drawings and the Design/Builder will be allowed no extra compensation for such drawings.

The approval of such Shop Drawings shall not relieve the Design/Builder from responsibility for deviations from Drawings or the Specifications unless Design/Builder has in writing called attention to such deviations, and the Owner has approved the changes or deviations in writing at the time of submission, nor shall it relieve Design/Builder from the responsibility for errors of any kind in Shop Drawings. When the Design/Builder does call such deviations to the attention of the Owner, Design/Builder shall state in Design/Builder's letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

Instructions, Changes, Etc.:

All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra work.

If the Design/Builder claims that any instruction by Drawings or otherwise involves extra cost or an extension of time, Design/Builder shall notify the Owner in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.

No extra work is to be performed or any changes made that involves any extra cost or extension of time unless approved by the Owner and authorized by Change Order.

Requests for Substitutions: Requests for substitutions of proprietary products or of a particular manufacturer or vendor must be accompanied by documentary proof of equality, and difference in price and deliveries, if any, in form of certified quotations from

Suppliers of both specified and proposed equipment. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Owner. The opinion of the Owner shall be final and no substitute material or article shall be purchased or installed without such written approval.

In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in case of a price difference.

Authority of the Design/Builder:

The Design/Builder shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Owner. The Owner shall decide all questions relating to measurements of quantities, the character of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these Specifications will be decided by the Owner.

The approval of the Owner of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Design/Builder, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Design/Builder from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon Design/Builder by the provisions of the Contract.

Rejections of Work and Materials:

All materials and equipment furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or work shall be removed immediately. If rejected materials, equipment, or work is not removed within forty-eight hours from the date of letter of notification, the Owner shall have the right and authority to stop the Design/Builder and Design/Builder's work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or work at the cost and expense of the Design/Builder. All rejected materials, equipment, or work shall be replaced with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County.

Inspection of the Work shall not relieve the Design/Builder of any of Design/Builder's obligations to fulfill Design/Builder's Contract and defective work shall be made good regardless of whether such work, material, or equipment has been previously inspected by the Owner and accepted or estimated for payment. The failure of the Owner to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective. All work, material, and/or equipment shall be guaranteed against

defects for a period of one year from date of Project acceptance as established by the County. The warranty requirement set forth herein shall be in addition to any and all other warranty requirements set forth in the Contract Documents.

Lines, Grades, and Measurements:

Such stakes and markings as the Owner may set for either its or the Design/Builder's guidance shall be preserved by the Design/Builder. Failure to protect such stakes or markings, or gross negligence on the Design/Builder's part resulting in loss of same, may result in the Design/Builder being charged for their replacement.

The Design/Builder must exercise proper care and caution to verify the grades and figures given Design/Builder before proceeding with the Work, and shall be responsible for any damage or defective work caused by Design/Builder's failure of such care and caution. Design/Builder shall promptly notify the Owner of any errors or discrepancies Design/Builder may discover in order that the proper corrections may be made.

Land and Rights-of-Way:

Prior to entering on any land or right-of-way, the Design/Builder shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct Design/Builder's work in accordance with requirements thereof including the giving of notice. The Design/Builder shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the County fully for any loss or expense arising from failure of the Design/Builder to perform as required by such entity.

The Design/Builder shall provide at Design/Builder's own expense and without liability to the County any additional land and access thereto that the Design/Builder may desire for temporary construction facilities, or for storage of materials.

Prior Use by County: Prior to completion of the Work, the County may take over operation and/or use of the uncompleted Project or portions thereof. Such prior use of facilities by the County shall not be deemed as acceptance of any work or relieve the Design/Builder from any of the requirements of the Contract Documents.

Barricades:

Lanterns: Design/Builder shall provide continuously burning lanterns at all barricades and at protective barriers around excavations so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.

Access to Site: Delivery of construction materials and equipment shall be only from locations approved by the County.

Schedules, Reports, and Records:

The Design/Builder shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed.

Prior to the first partial payment estimate, the Design/Builder shall submit schedules showing the order in which Design/Builder proposes to carry on the Work, including dates at which Design/Builder will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Design/Builder shall also submit a schedule of payments that Design/Builder anticipates Design/Builder will earn during the course of the Work.

Supplementary Conditions:

Scope: Furnish, erect, and maintain temporary facilities and perform temporary work required in the performance of this Contract, including those shown and specified.

Use of Temporary Facilities: Design/Builder may be required by the County to provide and maintain a suitable office on the site for Design/Builder's own use and for the use of representatives of the County.

Maintenance and Removal:

Utilities and Furnishings: Design/Builder shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as Design/Builder provides for Design/Builder's own use.

Location and Removal: Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County. They shall remain the property of the Design/Builder.

Field Offices:

Design/Builder and Design/Builder's Subcontractors shall provide such additional offices, storage shanties, tool sheds and other temporary buildings as required for their own use and those employed on the Work.

Toilet and Washing Facilities:

Toilet Building: Design/Builder may be required by the County, at the beginning of work, to provide on premises suitable and adequate temporary toilets and enclosure for use of workers on the job; maintain same in sanitary condition; remove same at completion of building operations and/or when directed.

Sanitary Regulations: Do not allow any sanitary nuisances to be committed in or about work; enforce sanitary regulations of local and State Health Authorities.

Utilities During Construction:

Utilities: Design/Builder shall furnish all utilities and pay for all utility bills used during construction. Utilities shall include electric power or fuel of any sort used for heating, etc., and water.

Connections to Utilities:

Design/Builder shall provide all temporary connections to utilities when not provided by the utility company or others.

Telephone:

Design/Builder shall, if required by the County, install and maintain at Design/Builder's own expense, a job telephone for duration of the Contract.

Temporary Heat:

The Design/Builder shall provide at Design/Builder's own expense temporary heat as necessary to protect all work and materials against injury from dampness and cold. Fuel, equipment and method of heating shall not present a fire hazard and shall be satisfactory to the County. See requirements in detail Specifications for temperatures to be maintained for application of work under the various trades.

Interruption of Facility Operations:

The Design/Builder shall schedule the Work such that the Design/Builder minimizes interruptions to the operation of any existing facility, including water mains and sewers. Shut downs must be scheduled with the County and mitigation steps taken to prevent upsets or impacts to plant compliance.

The Design/Builder shall conduct operations in a manner and sequence which will provide for the continued transportation of wastewater

flows during construction of this Project. The Design/Builder shall take all actions required to prevent discharge of sewer flow from the system to the ground or stream. Any construction actions that impede or interrupt flow shall be carefully executed and monitored to prevent surcharging and overflow.

Any damages resulting from surcharging, overflow or back-up caused by the Contractor's operations shall be the Contractor's responsibility. Fines charged the County for overflows caused by the Design/Builder shall be paid for by the Contractor.

DeKalb County Work Hours: Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during DeKalb County Construction Activities work hours (DeKalb County Code of Ordinances Chapter 16, Article VII, Division 2, Section 16-306 (d)). DeKalb County work hours are generally Monday through Friday from 7:00 a.m. through 7:00 p.m. DeKalb County observes the following holidays; New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas. The Design/Builder will not perform Work outside of DeKalb County work hours without the County's written consent given after prior written notice to the Construction Manager, which shall be submitted at least seven (7) days in advance.

Notice to Design/Builder and Subcontractors: The Georgia Legislature has enacted a new Code provision, designated O.C.G.A. § 13- 10-80, governing progress payments and retainage for public works contracts. It is applicable to contracts which, when awarded exceed \$150,000.00 in value or forty-five (45) days in duration, and establishes mandatory guidelines by which payments received from DeKalb County in this contract must be passed through the subcontractors. For your information, its provisions are set out below:

13-10-80. Periodic Progress Payments; Retainage; Exceptions; Minimal Standard of this Code Section.

As used in this Code section, the term:

“Contractor” means a person having a direct contract with the Owner.

“Lower tier subcontractor” means a person other than the Design/Builder having a direct contract with a subcontractor.

“Owner” means the state, any county, municipal corporation, authority, board of education, or other public board, public body, department, agency, instrumentality, or political subdivision of the state.

“Owner’s authorized contract representative” means the architect or engineer in charge of the Project for the owner or such other contract representative or officer as designated in the contract documents as the party representing the Owner’s interest regarding administration and oversight of the Project.

“Subcontractor” means a person other than an Owner having a direct contract with the contractor.

In any contract for the performance of any construction Project entered into on or after July 1, 1985, with an owner, as defined in paragraph (3) of subsection (a) of this Code section, such contract shall provide for the following:

After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and at the owner’s discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner’s authorized contract representative when allowed by the contract documents, less retainage; and

Retainage to a maximum of ten (10%) percent of each progress payment; provided, however, that, when fifty (50%) percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner’s authorized contract representative, the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Design/Builder, the retainage of each subcontractor may be released separately as the subcontractor completes his work.

If, after discontinuing the retention, the Owner’s authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an owner, the Design/Builder and subcontractors shall be entitled to resume withholding retainage accordingly.

At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the Owner’s authorized contract representative determines the work to be reasonably satisfactory, the owner shall within thirty (30) days after invoice and other appropriate documentation as may be required by the contract documents are provided pay the retainage to the Design/Builder. If at that time there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item as determined by the Owner’s authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be

shared by the Design/Builder and subcontractors as their interests may appear. The Design/Builder shall, within ten (10) days from the Design/Builder's receipt of retainage from the Owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Design/Builder's retainage is reduced by the Owner, provided that the value of each subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the Design/Builder in his reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Design/Builder, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Design/Builder, provided that the value of each lower tier subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.

This Code section shall not apply to:

Any contracts let by the Department of Transportation of this State for the construction, improvement, or maintenance of roads or highways in this State or purposes incidental thereto; or

Any contracts whose value or duration at the time of the award does not exceed \$150,000.00 or forty-five (45) days in duration.

Contract and subcontract provisions inconsistent with the benefits extended to Design/Builders, subcontractors, and lower tier subcontractors by this Code section shall be unenforceable; provided, however, that nothing in this Code section shall render unenforceable any contracts or subcontract provisions allowing greater benefits to be extended to such Design/Builders, subcontractors, or lower tier subcontractors, the provisions and benefits of this Code section being minimal only. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid. (Code 1981, '13-10-2, enacted by Ga. L. 1985, p. 1043, '1.)

Georgia Open Records Act: Without regard to any designation made by the person or entity entering this Agreement, DeKalb County considers all information submitted in response to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the Agreement.

First Source Jobs Ordinance: The DeKalb County First Source Jobs Ordinance, attached as an Exhibit and incorporated into this Agreement, requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction Projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

Contractor and Subcontractor Evidence of Compliance:

County contracts for the physical performance of services within the state of Georgia shall include the following provisions in accordance with O.C.G.A. § 13-10-91, as amended:

the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;

by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and

the affidavit shall become a part of the covered contract and must be attached.

No contractor or subcontractor who enters into a contract with the County or a contractor of the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to

O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.

An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.

To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.

Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties duly authorized representatives, as indicated by their signatures below, have set their hands and caused their seals to be affixed hereupon on this _____ day of _____, 20__.

[DESIGN BUILDER]

DEKALB COUNTY, GEORGIA

CORPORATE
By: _____ (SEAL)

Signature

Name (Typed or Printed)

Title

By: _____ /s/ _____ by Dir. (SEAL)

Lee May

Interim Chief Executive

Officer DeKalb County,

Georgia

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

BARBARA H. SANDERS, CCC

Clerk of the Chief Executive Officer and
Board of Commissioners of

DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENTS

This Contract includes the following Attachments all of which are incorporated herein by reference:

Exhibit A, Specifications

Exhibit B, Design/Builder's Cost Proposal

Exhibit C, OCIP General Liability Wrap-Up Manual

Exhibit D, First Source Jobs Form

Attachment A, Special Requirements

Attachment B, Contractor's Affidavit

Attachment C, Subcontractor's Affidavit(s)

Attachment D, Sub-subcontractor's Affidavit(s)

Attachment E, Certificate of Corporate Authority or Joint Venture Certificates

Attachment F, Performance Bond and Accompanying Power of Attorney

Attachment G, Payment Bond and Accompanying Power of Attorney

Attachment H, Copies of Required Insurance policies and Declaration Page(s)

In addition to the foregoing, the Proposal Document Package dated _____, the original of which is maintained in the County's Department of Purchasing and Contracting, forms an essential part of this Contract as if fully set out herein.

ATTACHMENT A

Special Requirements

To be supplied with each work package as required.

SAMPLE

ATTACHMENT B

Contractor Affidavit Under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

King Way Lift Station Replacement Project
Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT C

Subcontractor Affidavit Under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

King Way Lift Station Replacement Project

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

SAMPLE

ATTACHMENT D

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

King Way Lift Station Replacement Project

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____

NOTARY PUBLIC

My Commission Expires: _____

SAMPLE

ATTACHMENT E

**DEKALB COUNTY, GEORGIA
CERTIFICATE OF CORPORATE AUTHORITY
(Choose Applicable Certificate)**

I, _____, certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of _____; that _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

This _____ day of _____, 20____.

Secretary (Corporate Seal)

ATTACHMENT E

DEKALB COUNTY, GEORGIA
CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, ⁽¹⁾ certify that

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract for Construction dated _____ with DeKalb County, issued pursuant to Invitation to Bid or Request for Proposal No. _____;
3. Venturer is organized and incorporated to do business under the laws of the State of _____;
4. _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and
5. Said Contract was duly signed by said officer for and in behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.
6. I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

INSTRUCTIONS:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

MAKE COPIES OF THIS FORM AND SUBMIT A SEPARATE FORM FOR EACH JOINT VENTURE PARTNER.

ATTACHMENT F
(consisting of 3 pages)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ [*Insert name of contractor*] (hereinafter called the "Principal") and _____ [*Insert name of surety*] (hereinafter called the "Surety"), are held and firmly bound unto _____ County (hereinafter called the "County") and their successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for the **King Way Lift Station Replacement Project**, more particularly described in the Contract (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all change orders, modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the County to be, in default under the Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the County of the lowest responsible bidder, arrange for a contract between such bidder and County and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the County the funds required by this Paragraph prior to the payment of the County of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the County to the Contractor under the Contract, and any amendments thereto, less the amount paid by the County to the Contractor; or, at the option of the County; or

3. Allow County to complete the work and reimburse the County for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the County may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the County in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the County to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

The Surety's obligations under this bond include all of the Contractor's duties under the Contract, including without limitation its maintenance and guarantee obligations.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the County and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. §36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 20__.

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

**ATTACHMENT G
(consisting of 2 pages)**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____ *[Insert name of contractor]* (hereinafter called the "Principal") and _____ *[Insert name of surety]* (hereinafter called the "Surety"), are held and firmly bound unto _____ County, (hereinafter called the "County"), its successors and assigns as obligee, in the penal sum of *[Insert contract amount]*, lawful money of the United States of America, for the payment of which

the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____ [*insert date of award*] which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for the construction of a Project known as [*insert name of Project*], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any Subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any Subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a claim against the County, or the property of the County, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the County, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alternations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. §36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this ____ day of _____, 20__.

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

SAMPLE

ATTACHMENT H



DeKalb Workforce Development
Where Workforce Comes Together

First Source Jobs Ordinance Acknowledgement

Contract No. _____

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____

Please return this form to Workforce Development, fax (404) 687-4099 or email to dblake@dekalbcountyga.gov.

◆ (404) 687-3400 ◆ www.dekalbworkforce.org
DeKalb Workforce Development is a 501(c)3 non-profit organization
An Equal Opportunity Employer/Program

ATTACHMENT J

Project Permitting Requirements

The table below provides a summary of the major anticipated permits that will require the involvement of the D/B Contractor. In some cases, responsibility for securing and complying with the permit may be shared, and in others these responsibilities will be delegated solely to the D/B Contractor or to the County.

Summary of Anticipated Project Permitting Requirements				
Permits	Permit Details	County Responsibility	County and D/B Contractor Joint Responsibility	D/B Contractor Responsibility
Georgia EPD NPDES Construction General Permit for Stormwater	The County will be the Legally Responsible Person (LRP). D/B Contractor will be responsible for permit application preparation and paying the fees.			X
Georgia EPD Stream Buffer Variance (extension if necessary)	SBV was obtained for the project by letter dated 9/8/11.			X
Georgia EPD Design Review (extension if necessary)	Permit to Construct from EPD was obtained for the project by letter dated 3/13/12.			X
DeKalb County Land Disturbance Permit			X	
DeKalb County Building Permit			X	

ATTACHMENT K

Project Background Documents

- River Vista IV LS construction drawings.
- Existing Hearn Road LS studies, data and reports.
- Technical Memorandum No. LS-45 by Brown and Caldwell
- Consent Decree
- OCIP Manual

These documents can be downloaded by clicking the link below.

<http://www.dekalbcountyga.gov/purchasing/pc-formal-bids-&-rfps.html>

ATTACHMENT L
Location Map



Shows Hearn Road Lift Station Wet Well At Left and Dry Well in the Foreground

ATTACHMENT M

TABLE 1 - Existing Lift Station Data		
ITEM	DESCRIPTION	REMARKS
1	STATION No.	45
2	STATION NAME	HEARNS ROAD
3	STATION TYPE	BELOW GROUND
4	STATION ADDRESS	4317 HEARNS Road, Ellenwood, GA 30294
5	ELEVATION (FT):	
5.1	TOP OF COVER	732.54
5.2	HIGH LEVEL ALARM	715.93
5.3	LEVEL 3 (H/Lag on)	713.40
5.4	LEVEL 2 (L/Lead on)	711.40
5.5	LEVEL 1 (LL/Low-Low)	707.20
5.6	BOTTOM OF WET WELL	703.29
6	VOLUME BETWEEN (GAL.):	
6.1	LEVEL 3 & HH or 3 & 4	876
6.2	LEVEL 2 & 3	796
6.3	LEVEL 1 & 2	1358
7	TOTAL WET WELL STORAGE VOLUME (GAL)	3033
8	NUMBER OF PUMPS	2
9	NAMEPLATE PUMP CAPACITY (GPM)	350
10	HEAD (TDH)	118
11	HP	40
12	VOLTAGE	230
13	GENERATOR MODEL NUMBER	DGD-3372846
14	GENERATOR KW	100
15	GENERATOR FUEL TYPE	DIESEL

ATTACHMENT N – ETHICS POLICY

Section 1: Scope of this Order and Reminder of Existing Rules

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").¹ CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

Section 2: New Ethical Rules for CEO Merit-Exempt Employees

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. *Gifts*. A CEO merit-exempt employee may accept gifts² from an Interested Source³, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

¹This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

²"Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals.* CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel.* CEO merit-exempt employees may accept "reasonable hosting expenses" from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County's contract or falls within the exception for gifts of travel to the County.
- c. *Tickets.* CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria.* CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. *Awards, other exceptions.* CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

Section 3: Chief Executive Officer

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

¹ "Interested Source" means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

Section 4: Training

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

Section 5: Contractors and CEO-sponsored events

1. *Contractors.* To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order allow a gift, meal, travel expense, ticket or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
2. *CEO-sponsored events.* No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship⁴ from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

Section 6: Support of the Ethics Board of DeKalb County

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

⁴ A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

- enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;
2. Meeting with and supporting the Ethics Board as necessary;
 3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
 4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
 5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
 6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
 7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
 8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
 9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
 10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

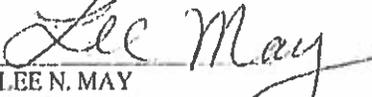
Section 7: Comprehensive and Updated Ethical Rules

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

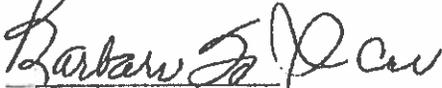
Section 8: Compliance and Effective Date

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this 25th OF JUNE, 2014.


LEE N. MAY
Interim Chief Executive Officer

ATTEST:



BARBARA H. SANDERS, CCC
Clerk to the Chief Executive Officer
and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.

Attachment O

DeKalb County Watershed Management Training & Badging Procedures

DeKalb County Watershed Management (DWM) Badging Procedures

In an effort to promote safety and security, all individuals working on a DeKalb County Department of Watershed Management -construction projects site must wear a County issued ID badge. The ID badging program will play a key role in Watershed Management's safety and security efforts on construction sites. The ID badge will provide proof of authorization to be on the construction site, and affirm the employee has received safety orientation before commencing work. This standard applies to all contractors and subcontractors working on (DWM) projects, and individuals must wear the assigned badge at all times. Personnel without a current badge will not be allowed to continue to work. All workers must obtain and display an identification badge issued by the County's Safety Representative before reporting to work on any (DWM) construction project.

Prior to Badging:

- All contractor and subcontractor employees are required to attend safety training before receiving a badge,
- The contractor is responsible for conducting or arranging for the training,
- Prior safety training will qualify-provided the training was received within 12 months of commencing work on a (DWM) construction project(s),
- Whereas, the OSHA 10hour and 30 hour training does not expire, training must be within 12 months of commencing work to qualify as "current,"
- The training should cover general construction safety and specific hazards employees will encounter on the County construction site,
- Suggested safety topics are included on pages 2-3,
- Employees should have adequate knowledge of all company safety rules and applicable OSHA standards,
- Contractor's training should include the specific safety concerns/hazards employees may encounter at the Watershed Management construction site,
- Personal instruction, safety videos, and on-line training are pennissible,
- Upon completion, employees should have a basic knowledge of safety, know the company's views about safety, know safety concerns specific to Watershed Management's construction projects and know what PPE to use on the jobsite. PPE must be supplied by the contractor,

[cont]

- Before training commences, the contractor must provide the County's Safety Representative their safety training outline. If training is to be received on-line, please include training web site.
- A copy of each employee's training certificate(s) or training certification signed by a company management representative.

Badging:

- Once employees have completed the two hour training, provide documentation to the DWM's Safety Division representative,
- Sign-in sheets must show a printed name, signed name, and date of training,
- E-mail to:
Daniel Neuman - daneuman@dekalbcountyga.gov
Anthony Franco - alfranco@dekalbcountyga.gov
- After receipt of the sign-in sheet, the safety representative will register the employee in the badging system, then, the employee is eligible to receive the badge,
- Field verification will be done randomly by the DWM Safety staff to ensure employees were trained and following County, OSHA & State regulations.
- Only those employees registered in the badging system are eligible to receive a badge,
- Badging will take place at the DeKalb County Watershed Management, Safety Division, 1641 Roadhaven Drive, Stone Mtn., 30083.

Badging will be conducted on prescribed day /or by appointment. Badging hours are on Friday from 8:00 am to 11:30 am.

Badges are valid until the expiration date shown on the badge. If a worker changes companies or projects, the badge must be surrendered and a new badge will be issued if needed. If applicable, the new employer will provide the employee certification that the safety training is completed. After verification by the safety representative, the badging database will be updated and a new badge issued.

Lost-Badge Replacement - TBD

Safety Topics Suggestions:

Company Safety Policy/Rules (including Accident Reporting Policy)

Basic Safety

Personal Protective Equipment requirements & proper use

Fall Protection

Back/Lifting Safety

Trenching & Excavation

Traffic Control/Traffic Safety (Flagging) Aerial Lifts

Ladder Safety Housekeeping

Confined Space & Confined Space Rescue Hazardous Materials

Globally Hannonized Hazard Communication Standard (OHS) Hand & Power tools

Scaffolding

Other relevant OSHA standards

SAMPLE