



**Department of Purchasing and Contracting**

**July 25, 2022**

**REQUEST FOR PROPOSALS (RFP) NO. 22-500630**

**FOR**

**DESIGN AND ENGINEERING SERVICES DURING CONSTRUCTION FOR  
SNAPPINGER ADVANCED WASTEWATER TREATMENT FACILITY  
EXPANSION - PHASE 3A PROJECT (MULTIYEAR CONTRACT)**

Procurement Agent: Michelle Butler  
Phone: (404) 687 - 3581  
Email: [mnbutler@dekalbcountyga.gov](mailto:mnbutler@dekalbcountyga.gov)

Mandatory DeKalb First LSBE Meeting: July 27, 2022, August 3, 2022, August 10, 2022, or August 17, 2022  
(Bidders must attend 1 meeting on either of the dates listed.)  
(Meetings are held at 10:00 a.m. and 2:00 p.m. EST)  
Video Conference: Utilize the link supplied on our webpage labeled “DeKalb First LSBE Video Meeting”

Mandatory Pre-Proposal Conference: August 8, 2022 at 10:00 A.M.  
Via Zoom Video Conference:  
<https://dekalbcountyga.zoom.us/j/82778100605>  
Password: 500630

Deadline for Submission of Questions: 5:00 P.M. ET, August 22, 2022  
Deadline for Receipt of Proposals: 3:00 P.M. ET, September 22, 2022

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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.

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**Department of Purchasing and Contracting**

Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

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EXPANSION - PHASE 3A PROJECT**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in design and engineering services to submit proposals for Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project.

**I. INTRODUCTION**

This Request for Proposal (RFP) for the Design and Engineering Services During Construction for the Project invites Proposals from qualified Proposers (also called the “Responder”, “Respondent”, “Contractor” and “Engineer” herein) according to the requirements set forth in this RFP, including the format and content guidelines in **Section III. B (Technical Proposal)**. The Proposals will be reviewed and evaluated using the evaluation process described in **Section VI (Award of Contract)**.

At the completion of the evaluation process, County will recommend the highest ranked Proposer for award. The awarded Proposer is also called the “Contractor” and “Engineer” herein.

This RFP is subject to revision after the date of issuance only via written addenda. Addenda will be posted on County’s website (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 County be liable for any costs incurred by any Respondent or any other party in developing or submitting a PROPOSAL.

The Project is Phase 3A of the ongoing expansion at the Snapfinger Advanced Wastewater Treatment Facility (SFAWTF) as part of County's \$1.345 billion Capital Improvement Plan (CIP). The Project's anticipated work includes the evaluation of alternatives, followed by design, permitting and engineering services during construction including post-construction services activities for the following three (3) Project elements: 1.) a replacement influent pump station (IPS); 2.) replacement of waste activated (WAS) sludge handling facilities that remain in use after Phase 2 construction is complete; and 3.) evaluation only of potential improvements to reduce quantity and improve quality of sludge, including sludge from proposed new primary clarifiers, that goes to landfill.

## A. Background

**Project Site:** Snapfinger AWTF (SFAWTF), 4124 Flakes Mill Road, Decatur, GA 30034, located along the South River in DeKalb County.

The original Snapfinger facility was constructed in the early 1960's and expanded on four (4) separate occasions over the subsequent twenty (20) years. The majority of the existing structures remaining in use were added in 1983 and have a permitted capacity of thirty-six (36) million gallons per day (MGD). An equalization tank was added in 2003.

The SFAWTF is being expanded in multiple phases. Phase 1 construction is complete. Phase 2 construction is ongoing to bring the permitted capacity to forty-four (44) MGD and is anticipated to be completed in or before the end of 2023.

Phase 3 will be performed in two or more sub-phases to bring the permitted capacity to fifty-four (54) MGD. Phase 3A is the subject of this project. Construction of the Phase 3A IPS must follow Final Completion for the Phase 2 project. The new IPS will be located where the existing filters are located. The filters cannot be demolished until after Phase 2 facilities are on-line. Pending Engineer's evaluation and alternative selection, other replacement facilities may be located at facilities that cannot be demolished until after Phase 2 facilities are on-line.

Phase 3B and beyond are future project(s) that could include: headworks expansion, new primary clarifiers, membrane bioreactor (MBR) expansion, additional thickened sludge storage and new anaerobic digesters.

The Reference Documents listed below include design elements that allow for pumping sludge from SFAWTF to another County facility, Pole Bridge AWTF, where a centralized solids handling facility was to be constructed. This option was not implemented. Upon completion of Phase 2 facilities, WAS and future primary sludge from the SFAWTF is dewatered by the Phase 2 centrifuges before being hauled to landfill.

**Flow Rates:** Engineer shall design facilities for flow rates consistent with the Snapfinger AWTF design plant influent flow rates and associated peaking factors listed in Section 4.2 of the Design Development Report Rev. 2 for "Snapfinger Advanced Wastewater Treatment Plant Expansion" dated February 8, 2013 (Reference Document 1 listed below). Engineer's recommendations shall incorporate updated flow projections resulting from County's ongoing Water and Wastewater Capacity Master Plan effort.

**Floodplain Levels:** Engineer shall evaluate both current and projected higher floodplain levels than those considered in the Reference Documents, and design to mitigate associated risks.

### **Reference Documents (Exhibit 1)**

1. Design Development Report Rev. 2 for “Snapfinger Advanced Wastewater Treatment Plant Expansion” dated February 8, 2013 (Reference Documents A)
2. Phase 2 design specifications (Reference Documents B.1) and drawings (Reference Documents B.2) are provided in the Conformed version. Phase 2 as-built drawings will be made available to Engineer as available and upon request during the Phase 3A design. Phase 2, Volume 3, Reference Drawings and Information, includes (Reference Documents B.2):
  - Investigative reports, including Geotech Reports.
  - Design drawings for “Snapfinger Creek Advanced Wastewater Treatment System” dated 1977.
  - Design drawings for “Snapfinger Creek Water Pollution Control Plant, Wet Weather Influent Flow Equalization” dated 2001.
  - Design drawings for “Dechlorination Facilities At Pole Bridge and Snapfinger Water Pollution Control Plants” dated 1992.
  - Design drawings for “Lime Slaker Replacement Snapfinger Creek AST Facility” dated 2003.
3. A preliminary design was performed for Phase 3 with preliminary design specifications and drawings for “Snapfinger Phase 3” dated September 2011. Engineer is expected to consider the “Snapfinger Phase 3” drawings, however it should not limit Engineer’s creativity in design. Furthermore, the new IPS shall be a “trench-type wet well” style as defined in the Hydraulic Institute Standards, and the design shall address and incorporate the rise in flood plain elevations at the site. (Reference Documents C)

### **B. Objectives**

By selecting the design-bid-build delivery method for this Project, County is committed to working in close collaboration with the awarded Engineer throughout each phase of the Project to achieve the objectives for successful delivery.

County has several priority objectives within the implementation of the activities. They are as follows:

1. **Community:** Project facilities shall not visually impact or increase noise or odor to the surrounding communities.
2. **Schedule:** Achieve County’s milestone dates for design and construction of the Project.
3. **Cost:** Successful completion of the Project within the County’s allocated budget and at

the least life-cycle cost to its rate payers to assure continued and future reliable service.

4. **Operations:** Engineer's design to inherently maintain SFAWTF's ability to continuously receive and treat plant influent to allow the SFAWTF to meet its National Pollutant Discharge Elimination System (NPDES) permit reliably, efficiently and without interruption, and avoid interference with normal operation of plant equipment and processes throughout construction, operation and maintenance of the Project facilities.
5. **Maintenance:** Project facilities to provide plant staff with adequate space and access to safely and expeditiously operate and maintain facilities.
6. **Safety and Sustainability:** Implement effective safety and sustainable features by incorporating best industry practices into the design.
7. **Coordination and Collaboration:** Achieve a high degree of design coordination, establishing a working environment that emphasizes innovation, teamwork, quality, contract compliance, cost savings methodologies, and partnering between all Project parties.

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

<b>Required Documents</b>	<b>Attachment</b>
Cost Proposal Form (original and electronic copy, separate & sealed)	B
Proposal Cover Sheet	C
Contractor Reference and Release Form	D
Responder Affidavit of Compliance with O.C.G.A. § 13-10-91	E
Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91	F
Dekalb First LSBE Information (with Exhibits 1 – 2)	G
First Source Jobs Ordinance Information (with Exhibits 1 – 2 only)	H
Certificate of Corporate Responder or Certificate of Authority-Joint Venture	I
Affidavit and Oath of Responder	J
Required Professional Licenses	-----
Required Technical Proposal Documents	-----
Required Qualifications and Experience Documentation	
Audited Financial Statements or Alternative (Balance sheet, Income Statements, <u>and</u> Cash Flow Statement)	-----
Assumptions and Exceptions to the Scope of Work and/or Sample County Agreement for Professional Services, if any	-----

**NOTE: *Failure to complete and submit these mandatory forms with the technical proposal, will result in the responder being deemed non-responsive. Subcontractor forms are to be completed if a subcontractor will be utilized to fulfill the requirements of this contract. Failure to submit these forms, if applicable, will result in the responder's proposal being deemed non-responsive.***

#### **D. PERFORMANCE TIME**

The services required for this RFP shall commence within 10 calendar days after acknowledgement of receipt of a written Notice to Proceed (NTP) and shall be completed within 87 months. Any additional performance time that may be required must be approved in writing by the County.

E. The County reserves the right to make one (1) award or multiple awards.

## **II. SCOPE OF WORK**

Engineer shall prepare Preliminary Design Report(s) (PDRs) with evaluation of alternatives, the Basis of Design Report (BODR) detailing selected alternatives, a Design Development Report (DDR) for submission to regulatory agency, drawings, specifications, permit applications and supporting documentation to obtain all permits necessary, and coordination with regulatory agencies and utility companies, to Bid and construct the Project in accordance with applicable regulations. Engineer shall provide engineering services during construction, including post-construction services, to construct and successfully commission the Project.

Final Project reports, drawings and specifications, and intermediate deliverable submissions as noted, shall be signed and sealed by a Professional Engineer licensed in the State of Georgia.

The Project shall be implemented in four parts, as described in Attachment A, *Scope of Work*, attached hereto and included herein by reference.”

## **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. 22-500630for Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project” on the outside of the envelope.

Cost Proposal shall be submitted with one (1) original stamped “Original” and one (1) electronic copy on an unlocked thumb drive. All copies of the Cost Proposal must be identical.

- The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
2. **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 will result in Responder's proposal being deemed non-responsive.
  3. Responders are required to submit their costs on Attachment B, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**
  4. Proposers must submit Cost Proposal Form information for:
    - a. Part One: Design Phase
    - b. Part Two: Bid Phase
    - c. Part Three: Construction Phase
    - d. Part Four: Post-Construction Phase

Do not include any assumptions and clarifications within the Cost Proposal. Assumptions and clarifications must be listed in the Responder's Technical Proposal. Assumptions and clarifications that deviate from the requirements of this RFP, Exhibit 2 - Guide Specifications, and the latest version of the DeKalb County Department of Watershed Management Design Standards Manual will not be accepted as part of the base proposal Total Project Fee, but will be allowed as defined in Attachment B, *Cost Proposal Form* for adders/deducts.

For the evaluation of the Cost Proposal Form, County will consider the cost information as a Total Project Fee. The Total Project Fee shall be a summation of the four Parts and shall represent all costs necessary to perform the scope of work described in Attachment A, *Scope of Work*.

Please be advised that the County is not interested in proposed fees, rates, costs, or percentages that provide excessive discounts from Engineer's anticipated actual costs for the requested services. If County determines (at its sole discretion) that the fees, rates, costs, or percentages included in a Proposal are unacceptably below industry norms or that a Proposer's fees, rates, costs, or percentages are substantially or unacceptably below other Proposals, County may (at its sole discretion) seek additional detailed information from that Proposer concerning the cost basis for its proposal.

## **B. Technical Proposal**

### **DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE FLASH DRIVE CONTAINING THE TECHNICAL PROPOSAL.**

1. **Submittals** - Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 22-500630 for Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project" on the outside of the envelope.

Technical Proposal shall be submitted with one (1) original stamped “Original” and one (1) electronic copy on an unlocked thumb drive. All copies of the Technical Proposal must be identical.

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.

2. **Format** - The Technical Proposal must not exceed a total of 50 single-sided pages or 25 double-sided pages, including Transmittal letter and Attachment B, *Proposal Cover Sheet*, and must be on 8½ x 11-inch paper with 1-inch or greater margins, excluding the index, table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of ten (10) of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used.
3. **Contents** - The Technical Proposal shall be organized as follows:
  - a. Proposal Cover Sheet
  - b. Letter of Transmittal
  - c. Executive Summary
  - d. Organizational Qualifications and Team Experience
  - e. Project Personnel
  - f. Project Approach
  - g. Appendices - Required Forms and Documents

4. **Letter of Transmittal**

Letter transmitting the Proposal –The letter must be signed by an authorized principal of the proposing consulting firm or the managing member within a teaming arrangement (partnership or joint venture). At minimum the transmittal should provide the following: address, telephone number, and email address of one (1) individual to whom all correspondence regarding the proposal will be directed. Also, provide a straightforward, complete and concise description of the consultant’s capabilities to satisfy the requirements outlined in this RFP.

Letter must include:

- a. Firm Name
- b. Address
- c. Contact Name
- d. A clear and concise response as to why the County should select your firm for this project.
- e. Statement that, if awarded, Proposer shall negotiate in good faith with the County.
- f. Statement that the proposal shall remain in effect for and not be withdrawn for one-hundred twenty (120) days after the date due to County.

5. **Executive Summary** - The Executive Summary must include a concise overview of the key elements of the PROPOSAL. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.
6. **Organizational Qualifications and Team Experience**
  - a. Provide a detailed description of Engineer's experience with the design and construction of projects similar in size, scope and complexity to the Project described in this RFP. Responder shall have successfully completed at least three (3) projects involving design and subsequent construction of major systems (including site/civil work, mechanical process equipment, piping, instrumentation systems and electrical systems) within the last ten (10) years at wastewater facilities with a capacity of 15 MGD or greater with a constructed value of \$25 million or greater. Projects delivered that highlight the qualifications of Responder's Key Personnel and that demonstrate a collaborative working environment that facilitate meeting or exceeding County's project requirements are highly desired.
  - b. The Proposal must describe the performance history and experience of the Project Team on similar projects and provide information concerning safety.
  - c. 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 Evaluation Committee may request clarification or additional information to address any questions that may arise in this regard.

    - 1) **Material adverse condition.** Engineer 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 insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks.
    - 2) **Licensing and registration.** Engineer and each of its Subconsultant and Subcontractor firms must be licensed in the State of Georgia for the type of work to be performed by each firm. Engineer must include in responsible charge an Engineer licensed in the State of Georgia.
    - 3) **Design experience.**
      - a) Within the past ten (10) years, Engineer must have successfully completed the design of at least three (3) trench-type wet well influent pump station projects for municipal clients in the United States.
      - b) Within the past ten (10) years, Engineer must also have successfully

completed the design of at least three (3) solids handling processes that include the evaluation of solids reduction technologies (e.g., drying, etc.) to optimize ultimate long-term operations costs for municipal clients in the United States.

**d. Staff Experience**

- 1) Project Manager: Project Manager shall be an employee of the Engineer's firm. Within the past ten (10) years, the Project Manager must have successfully completed at least three (3) design projects in a managerial role. Project Manager's reference projects that are similar in size, scope and complexity as defined in paragraph under "Team Experience" heading hereinabove are highly desired.
- 2) Reference Projects
  - a) Responder shall provide three (3) Contractor references for projects similar in size, scope and complexity, as defined under "Team Experience" heading hereinabove, to Project using the Attachment D, *Contractor Reference and Release Form*. Each project description shall contain at least the following information:
    - Name of owner
    - Owner reference and contact information
    - Role of Proposer
    - Contract value for the design
    - Contract value for the construction
    - Change Order value for the design (if any)
    - Change Order value for the construction (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
    - Firm(s) 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
  - b) Provide a resume and three (3) references for each Subconsultant/Subcontractor proposed as a part of the project team that will perform work valued at greater than or equal to 10% of the Engineer's proposed total design contract value. The references shall be for the same or similar types of services to be performed by the Subconsultant/Subcontractor to the project outlined in this RFP. List the reference project as well as the subconsultant/subcontractor's role and description of provided services on the submitted resume and include in Appendix B, Resumes.

- c) In addition, a one-page summary table shall be provided to cross-reference the Project Team (Firms and Key Personnel) with participation in the reference projects.
- d) Provide the following information: Are you a DeKalb County Firm? (Yes or No)
- e) Safety  
The Proposer shall provide a summary description of Engineer's corporate safety program.
- e. **Financial Capabilities** - Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).

## 7. Project Personnel

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

### a. Engineer/other firms:

- 1) Identify other firms (such as Subconsultants and Subcontractors) included on the Project Team, along with the Engineer, and describe the scope of Engineer's and each firm's services and responsibilities during each of the four parts of the Project. The firm serving as Engineer must be clearly identified.
- 2) Provide organizational charts showing the reporting relationships and responsibilities of Engineer and other firms included on the Project Team and describe Engineer's approach to the management of such firms.

### b. Key Personnel

- 1) Identify all Key Personnel (and their firm affiliations and physical office locations) on the Project Team and describe their specific responsibilities during each of the four Parts of the Project.
- 2) Provide organizational charts during each of the four parts of the Project showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations) and describe Engineer's approach to the management of such Key Personnel.
- 3) Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during each Part of the Project.
- 4) Provide resumes for all Key Personnel in Appendix B, Resumes  
Resumes must be limited to two pages per individual and include:
  - a) Academic and professional qualifications

- b) Professional registration and Licenses (as applicable)
  - c) Experience as it relates to the Project and to the individual's specified role on the Project
- c. Requirements of Firms and Key Personnel
- Respondents are advised that all Firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the County Contact who, at his or her sole discretion, shall determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond Engineer's control. Unauthorized changes to the Project Team during the procurement process may result in elimination of the Respondent from further consideration.

DWM reserves the right to remove any staff members assigned to a project that are not deemed qualified.

## 8. Project Approach

- a. Submit a concise description of Proposer's concepts for managing the Project.
- b. Describe how the Proposer would be structured to best manage its activities and satisfy the needs of the Project.
- c. The following shall be included as a minimum in the proposed conceptual management plan:
  - 1) Discuss how a collaborative relationship with County would be established and maintained during each of the four Phases of the Project.
  - 2) Discussion of how the design will be managed and how the design and construction processes interface including how value engineering and constructability issues will be addressed during design and during construction.
  - 3) Describe the process for developing cost estimates and value engineering.
  - 4) Discussion of Engineer's proposed approach which may decrease plant/community/public disruption, improve the design, lower the construction cost, or shorten the construction schedule. The proposed approach shall be described in detail to provide County the ability to evaluate.
  - 5) Description of how the proposed organization will work and interact with County, including schedule management, cost control and communications.
  - 6) County will provide overall County-wide community outreach efforts. Engineer shall participate in County-provided community outreach, which could include participation in community outreach meetings and coordinating with and providing technical input on the Project to County's Community Outreach Team.
  - 7) The SFAWTF is located in close proximity to single family homes and schools. Engineer's design is expected to minimize disturbance to the greatest extent possible. Discuss how this will be achieved.

- 8) Provide a critical path milestone schedule and discussion identifying the Proposer's approach to meet major milestones, including a discussion of any major schedule risks anticipated by Proposers.
- 9) Discuss how key risk factors will be identified and addressed throughout the Project.
- 10) Provide a narrative of the Proposer's safety approach.
- 11) Provide a summary of the plans/actions to provide quality control/quality assurance throughout the Project.
- 12) It is required that a minimum of fifty percent (50%) of the total work performed under this contract for the Project be self-performed by the prime company. Discuss how this will be achieved.

## 9. Appendices

- a. Appendix A – Required Forms and Documents
- b. Appendix B – Resumes (limited to two pages per individual)

## C. DeKalb First Ordinance

1. 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. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

## D. 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. In order for a Proposal to be

considered, it is mandatory that Attachment E, *Responder Affidavit of Compliance with O.C.G.A. § 13-10-91* and Attachment F, *Sub-Responder Affidavit of Compliance with O.C.G.A. § 13-10-91* be completed and submitted with responder's proposal.

#### IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

A. Project Approach	30 points
B. Organizational Qualifications and Team Experience	25points
C. Project Personnel	25 points
D. Cost (Total Project Fee)	10 points
E. Local Small Business Enterprise Participation	10 points LSBE-DeKalb 5 Points LSBE-MSA 2 Points LSBE-GFE
D. Oral Interviews (if granted)	10 points <i>Optional</i>

#### V. CONTRACT ADMINISTRATION

##### A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment K), 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" and one (1) unlocked flash drive with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the flash drive); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on September 22, 2022:

DeKalb County Department of Purchasing and Contracting  
The Maloof Center, 2<sup>nd</sup> 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. 22-500630 for Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A

Project on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

### **C. Mandatory Pre-Proposal Conference**

A pre-proposal conference will be held at 10:00 AM on the 8th day of August 8, 2022 via Zoom video conference. Interested responders are **required** to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Michelle Butler at (404) 687 - 3581 or [mnbutler@dekalbcountyga.gov](mailto:mnbutler@dekalbcountyga.gov).

### **D. Questions**

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted to Michelle Butler, via email to [mnbutler@dekalbcountyga.gov](mailto:mnbutler@dekalbcountyga.gov), no later than close of business on August 22, 2022. 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 Michelle Butler at (404) 687-3581 or send an email to [mnbutler@dekalbcountyga.gov](mailto:mnbutler@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, [www.dekalbcountyga.gov/formalbids](http://www.dekalbcountyga.gov/formalbids).

### **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**

##### First Source Jobs Information

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.dekalbworksource.org](http://www.dekalbworksource.org) or 404-687-3400.

#### **K. Business and Professional Licenses**

Responder shall submit a copy of its current, valid business license with its proposal or upon award. 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. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

## **L. Ethics Rules**

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 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 the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

## **M. Right to Audit**

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

## **N. Insurance for Professional Services**

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:

- a. Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - i. Employer's liability insurance by accident, each accident \$1,000,000
    - ii. Employer's liability insurance by disease, policy limit \$1,000,000
    - iii. Employer's liability insurance by disease, each employee \$1,000,000
  - b. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - c. Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - d. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - e. Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 

\$5,000,000 per occurrence  
\$5,000,000 aggregate
2. Additional Insured Requirement:
- a. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall
  - b. be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractors. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - c. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - d. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. The Contractor shall provide Fidelity Bond coverage. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- a. Certificate to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - b. Certificates to contain the location and operations to which the insurance applies;
  - c. Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - d. Certificates to contain Contractor's contractual liability insurance coverage;
  - e. Certificates are to be issued to:

DeKalb County, Georgia  
Director of Purchasing & Contracting

The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

#### **N. DeKalb County, Georgia's Title VI Policy Statement**

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

#### **O. Cooperative Agreement**

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the

vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

## **P. Funding**

Funding for this contract may be provided under the Water Infrastructure Finance and Innovation Act (WIFIA) and performance of the contract, in whole or part, may be contingent and subject to availability of such funding under WIFIA to DeKalb County, Georgia. Proposers should become familiar with all laws, ordinances, rules, and regulations applicable to the execution and performance of the contract subject to WIFIA.

## **VI. AWARD OF CONTRACT**

An evaluation committee will review and score all responsive proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The User Department 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.**

## **VII. ATTACHMENTS**

- Attachment A: Scope of Work
- Attachment B: Cost Proposal
- Attachment C: Proposal Cover Sheet
- Attachment D: Contractor Reference and Release Form
- Attachment E: Responder Affidavit of Compliance with O.C.G.A. § 13-10-91
- Attachment F: Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91
- Attachment G: DeKalb First LSBE Information (with Exhibits 1 – 2)
- Attachment H: First Source Jobs Ordinance Information (with Exhibits 1 – 4)
- Attachment I: Certificate of Corporate Responder or Certificate of Authority-Joint Venture
- Attachment J: Affidavit and Oath of Responder
- Attachment K: Sample County Contract for Professional Services

## **VIII. EXHIBITS**

- Exhibit 1: Reference Documents
- Exhibit 2: Guide Specifications

Sincerely,

**Michelle  
Butler**

Digitally signed by Michelle Butler  
DN: cn=Michelle Butler, o=DeKalb County Govt,  
ou=Purchasing and Contracting,  
email=mmbutler@dekalbcountyga.gov, c=US  
Date: 2022.07.22 20:27:07 -0400  
Adobe Acrobat version: 2022.001.20169

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**Michelle Butler**  
**Procurement Manager - CIP**  
**Department of Purchasing and Contracting**

## ATTACHMENT A

### SCOPE OF WORK

#### General

Engineer shall furnish all Professional Engineering services to implement the Project for Phase 3A facilities in five tasks with four parts with durations listed below using the design-bid-build delivery method.

- 0. Task 0 – Project Management:** Engineer shall provide Project coordination and management for the activities performed during Project.
  - a. Duration: Entire Project.
- 1. Task 1 - Part One – Design:** Prepare, submit for review and comment, and present at meetings with County for each milestone deliverable: PDR(s) with evaluation of alternatives, BODR detailing selected alternatives, DDR for submission to regulatory agency, and design documents at 30, 60, 90 and 100 percent completion milestones, along with permit applications and supporting documentation to obtain all permits.
  - b. Duration: 18 months.
- 2. Task 2 - Part Two – Bid Phase:** Engineering services during the Bid phase of the project, including production of Bid and Conformed Contract Documents.
  - c. Duration: 9 months.
- 3. Task 3 – Part Three - Construction:** Engineering services during Construction.
  - d. Duration: 36 months.
- 4. Task 4 - Part Four – Post-Construction:** Post-Construction engineering services.
  - e. Duration: 24 months (12 months General Contractor’s warranty period plus 12 additional months).

Engineer shall furnish Professional Engineering design services for all engineering disciplines required to provide a complete design for the Project in a series of advancing progressive milestone deliverables. Though not an exhaustive list, engineering disciplines could include: process, hydraulic, surveying, geotechnical, erosion and sediment control (E&SC), civil, demolition and preservation, landscape architecture, architectural, structural, mechanical, heating, ventilating and air conditioning, plumbing, fire protection, instrumentation, electrical, cost estimating, scheduling, environmental, health and safety, permitting, project management.

All Project documents, including Engineer’s deliverables, plans, drawings, estimates, specifications and data are and remain the property of County. Engineer agrees that County may reuse any and all Project documents at County’s sole discretion without first obtaining permission from Engineer and without payment to Engineer. Reuse of documents by County on a different site shall be at County’s risk.

Project construction shall be by a third-party General Contractor whose scope shall be defined by the Engineer through Contract Documents that are a product of the Engineer's design. Construction Management shall be by a third-party Construction Manager.

The awarded Engineer shall be responsible so that the design, and succeeding construction, of all facilities included in the Project is in accordance with **Exhibit 2 Guide Specifications** and the latest version of the **DeKalb County Department of Watershed Management Design Standards Manual (County's Standards)** and all other Local, State, and Federal requirements of Governmental Authority (refer to **List of Minimum Regulatory Standards** at the end of **Attachment C**).

Refer to following link for **DeKalb County Department of Watershed Management Design Standards Manual (County's Standards)**:

<https://www.dekalbcountyga.gov/watershed-management/office-engineering-construction-management-services>

The **Exhibit 2 Guide Specifications** represent the minimum requirements and minimum technical standards for the Project and serve as a guide in developing the design and final specifications. Engineer is responsible for reviewing the Guide Specifications, presenting proposed modifications to County for review, and for developing the final detailed technical specifications for the Project signed and sealed by a licensed Georgia Professional Engineer.

If a conflict or difference exists between the requirements contained in the specified standards and practices and the requirements contained in the minimum **Exhibit 2 Guide Specifications**, use the most stringent material or installation requirement for the Project. Engineer is to notify the Owner of any such conflicts or differences with each deliverable submission.

In the design, Engineer shall not make any generalized blanket references to **County's Standards** and **Exhibit 2 Guide Specifications**, or other State or National standards. If any sections of these standards and specifications are to be included by reference, the design shall quote or cite specific chapters and/or paragraphs of the reference standards.

Reference Documents are listed in **Section A Background** and provided in **Exhibit 1 Reference Documents**. Engineer shall fully evaluate all information provided along with new information that may manifest during its work and shall use its own professional engineering judgment along with the design guidance requirements provided in the **County's Standards** and **Exhibit 2 Guide Specifications**.

Engineer shall provide a design that achieves all DWM requirements and that is consistent with all approved comments/recommendations made by County. Engineer shall provide a design that is a complete, and consistent throughout, set of Contract Documents (including bid instructions with bid form, general conditions, special conditions, specifications in 16-Division CSI format, drawings) suitable for competitive bidding and building by General Contractor.

Acceptance of Project deliverables by County does not relieve Engineer from being solely and fully responsible for the accuracy of all deliverables and promptly clarifying ambiguities, and correcting errors and omissions at Engineer's own expense throughout the Project.

County recognizes that County and the Project may benefit from design of a few, specific elements being delegated to the General Contractor. Engineer shall not delegate design to the General Contractor unless the following criteria are met for each delegated design element:

1. During design, Engineer specifically requests of County that delegated design be approved for a specific element and County agrees, in writing, that design element can be delegated to General Contractor.
2. Element is clearly identified as delegated design in the Contract Documents and requires General Contractor to obtain documents signed and sealed by a Professional Engineer licensed in the State of Georgia for the delegated design.
3. Contract Documents require that delegated design is submitted to Engineer for review during construction.

Engineer shall be responsible for all travel costs, including travel costs for two (2) County personnel, associated with field visits outside of the metro-Atlanta area related to equipment evaluation, selection, or testing during design and construction. Engineer may delegate coverage of travel costs during construction to the General Contractor in the specifications.

### **Description of Phase 3A Facilities**

#### ***Influent Pump Station (IPS)***

To improve communications, terminology for the existing influent lift station "ILS" is distinguished from the replacement "IPS" included in the Project.

The IPS shall be a dual "trench-type wet well" style as defined in the Hydraulic Institute Standards.

Submit PDR to include evaluation of IPS alternatives. Alternative evaluation is subject to approval of County and may include: odor control selection, coarse screen and screenings handling equipment selection; pump type selection (e.g., dry well, submersible, column type); quantity of pumps in each wet well addressing redundancy and future flows.

Engineer's design will integrate existing piping with the new IPS. Engineer shall perform a surge analysis, recommending surge mitigation measures if required, to ensure that all possible system pressures are less than existing and new system component ratings.

Engineer shall conduct a physical model study of the IPS to evaluate hydraulic conditions and to develop recommended modifications to remediate adverse hydraulic phenomena that could impact pump performance.

Note that Engineer's response to the RFP shall consider that Engineer shall complete the Project (including evaluation of alternatives, followed by design, permitting and engineering services during construction) with replacing the existing ILS with a new IPS that includes odor control, coarse screens prior to influent pumping and associated screenings handling equipment.

### ***WAS Handling***

Existing (nominal 1983) WAS handling facilities remain in use after Phase 2 construction is complete. These facilities are aging and include: sludge blend tank, gravity thickeners, conditioned sludge tank, associated pumps, piping, instrumentation and electrical.

Engineer shall perform a condition assessment and capacity evaluation of the existing WAS handling facilities and evaluate, at minimum, the following three alternatives:

1. "No Action" Alternative with Minor Refurbishment: existing facilities to remain in operation with little or no refurbishment (e.g., minor instrument additions/modifications to enhance operation, replacement of a few major equipment items like pumps).
2. Major Refurbishment: existing facilities to remain in operation with major refurbishment (e.g., complete overhaul of tanks, replacement of multiple major equipment items).
3. Replacement: build replacement process, addressing redundancy and future flows. Note that Engineer's response to the RFP shall consider that Engineer shall complete the Project (including evaluation of alternatives, followed by design, permitting and engineering services during construction) with replacement of WAS handling as the selected alternative.

### ***Dewatering Improvements***

Four (4) centrifuges are installed as part of Phase 2. It is expected that dewatered cake from the centrifuges will have a higher water content than the cake produced from the existing (nominal 1983) sludge dewatering system that includes plate and frame type filter presses. It is important to have dewatered cake with as low a water content as possible to reduce transportation costs, to have a cake quality that is acceptable by the landfill and to reduce landfill volume. Dewatered cake is stored overnight, over the weekends and on holidays in open-top trucks that are subject to adding water to the cake via weather precipitation.

Submit PDR to include evaluation of alternatives for dewatering improvements to reduce quantity and improve quality of sludge that goes to landfill. Alternative evaluation is subject to approval by County and may include: sludge dryers (succeeding or integral to the centrifuge dewatering process); dewatered sludge storage building; equipment quantities addressing redundancy and future flows.

Note that Engineer's response to the RFP shall consider that Engineer shall complete the Project (including evaluation of alternatives, followed by design, permitting and engineering services during construction) with dewatering improvements that includes sludge dryers and a dewatered sludge storage building.

## **Task 0 – Project Management**

Engineer shall provide Project coordination and management for the activities performed during the Project. This includes management and monitoring of labor utilization, project schedule, and project budget on a regular basis, including those for Engineer's Subconsultants and Subcontractors as applicable. It shall be the ongoing responsibility of Engineer to:

- Assign and supervise staff, including reassigning staff from Project if requested by County.
- Adequately manage and adhere to the Project Part, Task and Subtask Not-to-Exceed budgets.
- Submit deliverables to County on time and in accordance with the contract requirements.
- Coordinate and communicate with County in a timely and professional manner.
- For each meeting related to the Project (with exception of Progress Meetings specifically assigned to the Construction Manager during construction), Engineer shall be responsible for preparation of Agenda and distribution 7 days in advance of meeting, taking meeting minutes during the meeting and distribution of meeting minutes no later than 7 calendar days following the meeting.

### **Subtask A - Project Initiation**

Engineer shall:

1. Prepare a draft Project Execution Plan summarizing the Project goals and objectives; the Project approach; project organization requirements defining resources/staffing plan, responsibilities, contacts, and communication plan; Engineer's quality assurance/quality control (QA/QC) plan; project budget, schedule and work breakdown structure; financial tracking procedures; and scope change management process. The project delivery schedule shall be in coordination with County's requirements and milestone dates. Submit for review within 14 calendar days following written Notice to Proceed.
2. Schedule and facilitate a Project Kickoff Meeting with County within 21 calendar days following written Notice to Proceed. At the meeting review the draft Project Execution Plan and Procedures Manual and discuss Project goals, objectives, and critical success factors. Prepare draft Project Execution Plan and agenda and submit to County no later than 7 calendar days prior to Project Kickoff Meeting.
3. County comments on the draft Project Execution Plan shall be delivered to Engineer within 7 calendar days following the Project Kickoff meeting via a

Quality Review Form (QRF). Upon receipt of the QRF, Engineer shall respond to review comments in the QRF, revise the draft Project Execution Plan based on the comments received, and submit a final version within 14 calendar days after receipt of review comments.

### **Subtask B - Monthly Progress Reports**

Engineer shall prepare and submit monthly progress reports with applications for payment for the Work completed during the prior pay period. The progress reports shall compare earned value (at the Subtask level) to actual expenditures for the month and project duration. Progress reports shall include an updated schedule which will be reviewed by County and discussed during progress meetings. The status reports will also identify or forecast proposed modifications to the project scope. Key issues requiring County action or direction shall also be included. A monthly meeting to review the progress report shall be conducted with County at DWM's Engineering and Construction Management's office or, at the County's discretion, the office meeting may be performed via a conference call.

### **Subtask C - Change Management**

Engineer shall document scope and schedule changes associated with completion of Engineer's work by using a Change Management Log, which describes the major changes that arise and shall provide a status of each item for County review during monthly progress meetings.

### **Subtask D - Quality Management**

Engineer shall perform in-progress quality management reviews to ensure the project objectives are realized. At a minimum, Engineer shall perform the following:

1. Designate a quality assurance/quality control (QA/QC) officer to the Project that is responsible for implementation of the QA/QC plan, and documentation of QA/QC activities.
2. Provide checklists and quality management guidance documents for performance of the Project.
3. Require all Engineer Project personnel to read the approved Project Execution Plan and be familiar with the Project procedures and requirements.
4. Perform an internal review of all calculations and deliverables by Engineer's qualified quality management personnel prior to each submission to County. Calculations shall be recorded neatly, kept in an orderly fashion for ease in review and suitable for a permanent record of the design work and submitted to County, as applicable, with each deliverable. Highlight significant assumptions and conclusions in the calculations.
5. Engineer shall identify and utilize an individual or individuals on its staff to perform an independent quality control check of all deliverables, including those of its Subconsultants and Subcontractors, prior to submission to County

to ensure that they are accurate, clear and complete and to assure functional coordination of the work with permits, easements, etc. The quality control check shall be comprehensive and shall include at a minimum checking against existing geospatial relationships and subsurface conditions, utilities, sizes and slopes, details, constructability, section and elevation references, coordination of geotechnical discipline, and permitting and/or other Local, State, or Federal regulations. The Drawings shall be checked for coordination with each other and shall be checked for coordination with references to the Specifications. The Drawings and Specifications shall be reviewed for constructability and future maintenance access. Upon request by County, Engineer shall submit within 3 days of request by County the comments from the independent quality control check to County.

6. Record and submit with draft deliverables certification by the Project Manager that submitted information has been reviewed and checked in accordance with the procedures documented.
7. County may elect to perform a third-party peer review on behalf of County. Engineer shall supply all necessary calculations, analyses, and other documents needed for the third-party peer review, shall cooperate fully with the peer reviewers and shall adjudicate peer review comments to the mutual agreement of County, the peer reviewers and Engineer.

### **Subtask E - Schedule Management**

Engineer shall prepare, maintain and provide updates to the Project Schedule according to the following:

1. All schedules shall be prepared using scheduling software approved for use by County.
2. Schedules shall be submitted as electronic files (native and Adobe Acrobat PDF format) and hardcopy and shall be updated monthly to show progress.
3. Prepare and submit a baseline Project Schedule with the Project Execution Plan. The Project Schedule shall include a detailed schedule for Part One and Part Two Project activities and summarize activities and milestones for Part Three and Part Four Project activities. An updated detailed schedule for Part Three and Part Four Project activities shall be submitted by Engineer around and before issuance of Notice to Proceed to the construction General Contractor. The Project Schedule shall be based upon the schedule submitted with Engineer's proposal, and shall include at a minimum:
  - Start date for each activity;
  - Finish date for each activity;
  - Major milestones;
  - Meeting and workshop dates;
  - Submittal dates including submission dates for each deliverable, County review periods, submission of responses to County review comments and final submission dates;

- Identification of critical path; and float. Float is for the exclusive use or benefit of County. Float is a resource that is exclusively controlled by County.
4. The Project Schedule shall show the milestones and activities of County, Engineer and its Subconsultants and Subcontractors necessary to meet County's overall Project Schedule completion requirements.
  5. General milestone schedule for each deliverable shall be as follows:
    - a. Each draft deliverable shall be submitted to County in two hardcopies and six (6) electronic copies on separate devices. Each final deliverable shall be submitted to County in six (6) hardcopies and six (6) electronic copies on separate devices. Electronic copies shall be .pdf format and final deliverables also shall include MSWord and AutoCAD formats.
    - b. Submit to County the draft deliverable and agenda for meeting to review draft deliverable no later than 7 calendar days prior to the meeting.
    - c. Hold meeting to review draft deliverable.
    - d. Submit to County the meeting minutes for draft deliverable review meeting no later than 7 calendar days following the meeting.
    - e. County comments on the draft deliverable shall be delivered to Engineer within 14 calendar days following the deliverable review meeting.
    - f. Engineer shall respond to County comments within 14 calendar days following delivery of County comments. The next deliverable (e.g., if draft deliverable is 30%, then the next deliverable is 60% design) shall include a copy of Engineer's responses to County comments on the prior deliverable. Engineer's responses are to be provided with adequate detail for verification purposes, such as locations of revised details, specification sections and updated drawing numbers.
  6. The baseline Project Schedule shall be reviewed and analyzed by County. Engineer shall discuss with County any review comments at the Project kick-off meeting and shall provide a revised baseline schedule that is consistent with mutually agreed upon changes.
  7. Schedule updates shall be made at least monthly and shall be submitted with the level of detail for each update reflecting the information then available, with a narrative describing each change to the schedule. If an update indicates a previously submitted Project Schedule will not be met, Engineer shall provide a detailed corrective recovery plan of action to County for review.

#### **Subtask F - Work Management System**

1. **Document Management**: Engineer will maintain and coordinate all pertinent electronic design files and documents including all Computer-Aided Design and Drafting (CADD)-related files related to the Project. Electronic files submitted during the Project shall use a naming convention approved by County and described in the Project Execution Plan.

- Engineer shall furnish to County such documents and design data as may be required for, and assist in the preparation of, the required documents so that County may secure approval of governmental authorities having jurisdiction over design criteria applicable to Project, and maintain for all phases of the Project all records necessary to enable governmental audit.
2. **Project Management Information System:** A web-based County-approved project management information system (PMIS), which may be the County's Sharepoint system, shall be used to facilitate collaboration and management of the Project. Engineer will be required to use the PMIS and follow established procedures and workflows for documenting, sharing, and control of Project information. At a minimum, the PMIS shall be capable of facilitating the following:
    - Overall Project tracking and monitoring of key performance indicators;
    - Meeting and workshops agendas, presentations, meeting minutes, and notes;
    - Action items, issues, decision logs, and tracking;
    - Budget and schedule tracking;
    - Document submittals and transmittals including drawings (pdf format);
    - Quality management documentation including comments, responses, and confirmations;
    - Applications for Payment and monthly reports;
    - Templates and tools;
    - Project related communication; and
    - Dashboards of Project progress prepared by County.
  3. Engineer and County will coordinate with Construction Manager and General Contractor to evaluate and select the PMIS to be utilized during Part Three and Part Four Project activities.

### **Subtask G – Additional Project Management Activities during Construction Phase**

Communications shall be maintained between the Engineer and County, as well as coordination during Project meetings with other entities throughout the Project. Engineer will work with Construction Manager and the General Contractor as County's agent related to construction issues.

The scope of these services is summarized below:

1. Administration
  - Respond and prepare correspondences to County and third-party Construction Manager.
  - Update Project Management Plan.
2. Document Control

- Utilizing software mutually agreed upon by County, Engineer, Construction Manager and General Contractor (e.g., Primavera Contract Manager), Engineer shall collaborate with Construction Manager to carry out the following construction document processes:
  - Requests for Information (RFIs)
  - Submittals/Shop Drawings/Sample Review
  - Design Change Notices (DCNs)
  - Change Orders
  - Other mutually agreed upon construction documents

### **Task 1 – Part One: Design**

Engineer shall submit for review and comment, and present at meetings with County for each milestone deliverable: Recommended alternatives to evaluate to prepare PDR(s); PDR(s) with evaluation of alternatives, BODR, DDR, Environmental Information Document (EID), and other permitting documents as applicable, and design documents at 30, 60, 90 and 100 percent completion milestones. Specifically address the following items in the PDR(s) and BODR and provide updates for subsequent milestone deliverables:

1. Review the Project Requirements and consult with County as appropriate to further clarify requirements for the Project including County's budget, review of Project Design Criteria Requirements, and available County-Furnished Information.
2. Evaluate the constraints of the project site and associated supporting infrastructure (e.g., yard piping, power, ductbank/conduit capacity, SCADA, roads and utilities) that interface with the Phase 3A facilities to determine if they are adequate to service the Phase 3A facilities, and if found lacking, Engineer's recommendations to address the identified issues.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve permits required for construction of the Project.
4. Evaluate the Project reference documents, including but not limited to the **County's Standards, Exhibit 1 Reference Documents and Exhibit 2 Guide Specifications**, project specific assessment data, and, recommend to County design features, alternatives and options that would benefit the Project.
5. County has sole right to select its preferred Project approach.

### **Subtask A - Specialist Professional Services**

Engineer shall advise County if additional reports, data, information or services are required. Upon County approval, Engineer shall furnish, up to the Not-to-Exceed budgeted limit listed on the Project Fee Form, all specialist professional services necessary to complete the Project. Specialist

professionals shall be licensed in the State of Georgia for the work performed and shall certify/seal their deliverables accordingly. Specialist professional services may include the following:

1. Topographic and sub-surface surveys and geotechnical services as determined necessary by Engineer to confirm the suitability of the proposed design.
2. Other exploration, testing, and analyses that may be required to determine the suitability of the design including but not limited to soil corrosivity analyses, environmental surveys, odor control testing as deemed necessary by Engineer.
3. Physical Model Study: Physical model study of the IPS performed by County-approved laboratory specializing in physical hydraulic models (e.g., Clemson Engineering Hydraulics or equivalent).
4. Permit Fees: Engineer to pay permitting fees to authorities having jurisdiction.

### **Subtask B - Preliminary Design Report(s) (PDRs)**

Prior to evaluation of alternatives, hold a meeting to advise County of the alternatives proposed for evaluation and gain County's approval to proceed with the evaluations.

Submit PDR(s) for each of the three (3) Project elements (i.e., 1.) a replacement influent pump station (IPS); 2.) replacement of waste activated (WAS) sludge handling facilities that remain in use after Phase 2 construction is complete; and, 3.) improvements to reduce quantity and improve quality of sludge, including sludge from proposed new primary clarifiers, that goes to landfill). Engineer may request, and County may or may not grant, approval to separately submit draft PDR(s) for each Project element. In any case, the final PDR shall be a single document that addresses the Project in entirety.

Assessments and evaluation of alternatives shall include preliminary design criteria, exhibits, photos, sketches and drawings, as well life span and opinion of probable costs for projected capital and operations and maintenance costs over a 20-year period. Opinion of probable costs shall be ACEC Class 4, Schematic/Conceptual (accuracy -15% to +50%).

### **Subtask C - Basis of Design Report (BODR)**

Submit a Basis of Design Report (BODR) presenting finalized design concepts for the alternate solutions that are recommended by Engineer and selected by County to achieve the County's requirements for the Project. The BODR shall include applicable requirements, analyses and considerations (e.g., codes, design approach for engineering disciplines), conceptual design drawings (including process flow diagrams and electrical load), sketches and exhibits and design criteria (e.g., equipment capacity, performance, horsepower, quantity, redundancy). The BODR shall also include the following:

1. Survey data, as applicable.
2. Geotechnical investigation data, as applicable.
3. Other exploration, testing, and analyses, as applicable.

4. Identification of discrepancies between data provided by County and that collected by Engineer.
5. Permitting requirements and approach.
6. Opinion of probable cost, AACE Class 4, Schematic/Conceptual (accuracy - 15% to +50%).
7. Engineer's updated Project schedule through construction.

### **Subtask D - Permitting**

After acceptance by County of the BODR, Engineer shall proceed with preparation of the Design Development Report (DDR) to be submitted to regulatory agencies. The DDR shall be accompanied by an EID, as required, and published for 30-day public comment. Assist County with holding a public meeting and public hearing including the preparation of associated documents and tabulation of public comments.

Prepare documents and perform other permitting activities as may be required by regulatory agencies.

### **Subtask E - 30% Design Documents**

After acceptance by County of the DDR, Engineer shall proceed with preparation of the 30% design documents, further enhancing and refining the concepts presented in the BODR and DDR.

The 30% Design Documents shall include specifications and drawings developed to 30% completion of final design and shall include at minimum:

- Engineer's responses to County comments on the prior deliverable (BODR/DDR).
- Narrative with updates (as applicable) to BODR/DDR content (refer to list of items in section "Basis of Design Report (BODR)") to include detailed descriptions of deviations from the BODR/DDR.
- Drawings:
  - Cover Sheet
  - Index of Drawings (intended list of drawings for completed project)
  - Location and Vicinity Maps
  - Hydraulic Profile: separate Project and future, as applicable
  - Flow and Mass Balance
  - List of Abbreviations
  - General Site Layout
  - Layout drawings for each facility
  - Start of drawings for each engineering discipline
- List of Specifications
- Permitting

- Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.
- Quality management and constructability review of documents prior to submission to County
- Design calculations: Calculations applicable to 30% deliverable.

### **Subtask F - 60% Design Documents**

After acceptance by County of the 30% Design Documents, Engineer shall proceed with preparation of the 60% design documents, further enhancing and refining the concepts presented in the 30% Design Documents.

The 60% Design Documents shall include specifications and drawings developed to 60% completion of final design and shall include at minimum:

- Engineer's responses to County comments on the prior deliverable (30% Design Documents).
- Narrative with updates (as applicable) to BODR/DDR content (refer to list of items in section "Basis of Design Report (BODR)") to include detailed descriptions of deviations from the BODR/DDR.
- Drawings
  - Drawings developed to at least 60% completion
- Specifications
  - Specifications developed to at least 60% completion
- Permitting
  - Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.
- Quality management and constructability review of documents prior to submission to County
- Value engineering workshop with County after submission to County
- Design calculations: Calculations applicable to 60% deliverable.

### **Subtask G - 90% Design Documents**

After acceptance by County of the 60% Design Documents, Engineer shall proceed with preparation of the 90% design documents, further enhancing and refining the concepts presented in the 60% Design Documents.

The 90% Design Documents shall include specifications and drawings developed to 90% completion and shall include at minimum:

- Engineer's responses to County comments on the prior deliverable (60% Design Documents)
- Narrative with updates (as applicable) to BODR/DDR content (refer to list of items in section "Basis of Design Report (BODR)") to include detailed descriptions of deviations from the BODR/DDR.
- Opinion of probable cost, AACE Class 1, Bid (accuracy -3% to +15%)

- Bid instructions, including Bid Form. If provided by County, edit County’s Bid instructions for the Project.
- Drawings
  - Drawings developed to 90% completion, ready to be signed and sealed by a Professional Engineer
- Specifications
  - Specifications developed to 90% completion, ready to be signed and sealed by a Professional Engineer
- Permitting
  - Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.
- Quality management and constructability review of documents prior to submission to County
- Design calculations: Final calculations.

### **Subtask H - 100% Design Documents**

After acceptance by County of the 90% Design Documents, Engineer shall proceed with preparation of the 100% design documents that are signed and sealed by a Professional Engineer, but labeled “NOT FOR CONSTRUCTION”, to submit for permit reviews by the Planning and Sustainability Department and required regulatory agencies such as the Georgia EPD.

The 100% Design Documents shall include specifications and drawings developed to 100% completion of final design and shall include at minimum:

- Engineer’s responses to County comments on the prior deliverable (90% Design Documents)
- Narrative with updates (as applicable) to BODR/DDR content (refer to list of items in section “Basis of Design Report (BODR)”) to include detailed descriptions of deviations from the BODR/DDR.
- Updates to 90% opinion of probable cost, as applicable.
- Bid instructions, including Bid Form.
- Drawings
  - Drawings developed to 100% completion, signed and sealed by a Professional Engineer
- Specifications
  - Specifications developed to 100% completion, signed and sealed by a Professional Engineer
- Permitting
  - Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.

- Confirm that all permitting and regulatory approvals have been obtained and that no outstanding issues prevent the project to be bid.
- Quality management review of documents prior to submission to County
- Design calculations: Updates to final calculations, as applicable.

## **Task Two - Part Two: Bid Phase**

### **Subtask A – Bid Phase Services**

Following successful completion of Part One, County may authorize Engineer to proceed with Part Two of the Project. Engineer shall prepare Contract Bid Documents and furnish professional services to assist County with the bidding of the design for construction, including the following tasks:

- County shall coordinate production and selling of bid documents.
- County shall maintain list of plan holders.
- County shall prepare agenda, conduct and take meeting minutes at pre-bid conference. Engineer shall attend, assist with presentation of scope and answer questions at pre-bid conference.
- Engineer shall assist County with bidder’s visit to the Site.
- Engineer shall furnish County with responses to questions involving the interpretation of the Contract Documents during the bidding period.
- County shall prepare, issue and distribute addenda to all prospective bidders.
- One person from Engineer shall attend bid opening.
- Engineer shall assist County with evaluation of Bids, “or equals”, substitute materials and equipment, subcontractors, suppliers, other individuals and entities proposed by prospective General Contractors and include written report of evaluation.

### ***Contract Bid Documents***

After acceptance by County of the 100% Design Documents, Engineer shall proceed with preparation of the Contract Bid Documents that are signed and sealed by a Professional Engineer for competitive bidding and building by General Contractors. It is anticipated that the Contract Bid Documents are identical to the 100% Design Documents except for revisions that may be required by County or permitting or regulatory agencies.

The Contract Bid Documents shall include specifications and drawings developed to 100% completion of final design and shall include at minimum:

- Engineer’s responses to County, permitting and regulatory agency comments on the 100% Design Documents
- Narrative with updates (as applicable) to BODR/DDR content (refer to list of items in section “Basis of Design Report (BODR)”) to include detailed descriptions of deviations from the BODR/DDR.
- Updates to 100% opinion of probable cost, as applicable.

- Bid instructions, including Bid Form.
- Drawings
  - Drawings developed to 100% completion, signed and sealed by a Professional Engineer
- Specifications
  - Specifications developed to 100% completion, signed and sealed by a Professional Engineer
- Permitting
  - Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.
- Quality management review of documents prior to submission to County
- Design calculations: Updates to final calculations, as applicable.

### **Subtask B – Conformed Documents**

After completion of the Bid period and when directed by the County, Engineer shall prepare Conformed Documents that are to be signed and sealed by a Professional Engineer. It is anticipated that the Conformed Documents are identical to the Contract Bid Documents with the integration of design revisions issued to Bidding General Contractors during the Bid Period. The revisions shall be clearly noted as “conformed” drawing and specification changes.

### **Task Three - Part Three: Construction Phase**

Following successful completion of Part Two, County may authorize Engineer to proceed with Part Three of the Project. Engineer shall furnish professional services to assist County with all engineering services during the Project construction, including the following tasks.

#### **Subtask A – General Administration of Construction Contract**

If the Project involves more than one prime contract, then Part Three-Construction Phase services may be rendered at different times in respect to separate contracts. Engineer’s response to the RFP shall be based on a single construction contract for the Project.

Consult with County and act as County’s representative as provided in the Contract Documents. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Contract Documents shall not be modified, except as Engineer may otherwise agree in writing. All of Engineer’s and County’s instructions to General Contractor will be issued through Construction Manager, which shall have authority to act on behalf of County in dealings with General Contractor.

#### **Subtask B – Pre-Construction Conference**

Participate in a Pre-Construction Conference prior to Commencement of General Contractor’s Work at the Site.

**Subtask C – Schedules**

Receive, review and determine the acceptability of General Contractor's initial schedule submissions, including the Progress Schedule, the Schedule of Submittals and the Schedule of Values. Construction Manager will be responsible for review of the General Contractor's monthly construction schedule submissions. Upon request by County on an intermittent basis, Engineer shall receive, review and determine the acceptability of additional General Contractor's schedule submissions.

**Subtask D – Baselines and Benchmarks**

Upon request by County, establish baselines and benchmarks for locating General Contractor's Work which in Engineer's judgment are necessary to enable General Contractor to proceed.

**Subtask E – Visits to Site and Observation of Construction**

In connection with observations of General Contractor's Work while it is in progress:

1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of General Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of General Contractor's Work in progress or to involve detailed inspections of General Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in its contract with County and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep County informed, in writing, of the progress of the Work to guard County against omissions, substitutions, defects and deficiencies noted in the Work of the Contractor.
2. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for County a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that General Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of General Contractor's Work in progress, supervise, direct or have control over General Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by General Contractor, for security or safety at the Site, for safety precautions and programs incident to General Contractor's Work, nor for any failure of General Contractor to comply with Laws and Regulations applicable to General Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any General Contractor nor assumes responsibility for any General

Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

3. Furnish Engineer site visits for 2 full days per week throughout construction of the Project. Engineer's days at the Site shall be agreed upon with County, some weeks with less than 2 days at the Site and some weeks with more than 2 days at the Site with average 2 days per week at the Site, and at least one day per week shall coincide with General Contractor's weekly, monthly and special meetings so that Engineer may attend meetings.

#### **Subtask F – Defective Work**

Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) does not conform or is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. In the event of a conflict of opinion between Construction Manager and Engineer as to any matter in which both Construction Manager and Engineer are to provide opinions, the opinion of Engineer shall control.

#### **Subtask G – Clarifications and Interpretations**

Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of General Contractor's Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

#### **Subtask H – Field Orders and Change Orders**

Review and recommend field orders and change orders to County based on recommendation and analysis provided by Construction Manager.

#### **Subtask I – Shop Drawings and Samples**

Review and take appropriate action in respect to Shop Drawings and Samples and other data which General Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet General Contractor's submittal schedule that Engineer has accepted.

#### **Subtask J – Substitutes and "or-equal"**

Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by General Contractor.

#### **Subtask K – Inspections and Tests**

Require such special inspections or tests of General Contractor's Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for

the purpose of determining that the results certified indicate compliance with the Contract Documents. Engineer shall be entitled to rely on the results of such tests. Payment for testing shall not be in Engineer's scope if it is required to be provided by the General Contractor in the Contract Documents.

### **Subtask L – Disagreements between County and General Contractor**

Render formal written decisions on all duly submitted issues relating to the acceptability of General Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of General Contractor's Work; review each duly submitted Claim by County or General Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to County or General Contractor or Engineer.

### **Subtask M – Applications for Payment**

Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation in consultation with Construction Manager:

1. Determine the amounts that Engineer recommends General Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to County, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, General Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents, and the conditions precedent to General Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe General Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of General Contractor's Work (subject to subsequent adjustments allowed by the Contract Documents).
2. Engineer's determination of recommended payment amounts may be based, in part, on information supplied by Construction Manager. Engineer can rely on the accuracy of Construction Manager's information when making recommendation for payment.

### **Subtask N – Project Checkout, Testing, Start-up and Commissioning**

Engineer to perform the following:

1. Additional On-Site Personnel: In addition to weekly Engineer site visits and as requested by County, approximately 6 months prior to Project Substantial Completion, provide at the Site one (1) full-time (40 hours per week) and one part-time (24 hours per week) Engineers of varying discipline specialties based on changing needs of the Project as Project Start-Up and Commissioning approaches. Engineer on-Site personnel are to facilitate Engineer responsiveness, witness ongoing construction, and provide Engineer witness of testing at the Site.

2. Equipment/Product List: Review and verify the final Equipment/Product List provided by the General Contractor identifying all the major equipment, products installed, spare parts and special tools, with the name of manufacturer, trade name and model number to facilitate ongoing construction and to assist the plant staff with populating the plant's asset management database.
3. Testing, Checkout and Start-Up Services: Observe and document, as required by Engineer in the Contract Documents, equipment and product installation, equipment verification, system demonstration, operational checks, functional testing, field and performance testing.
4. Pre-Start-up Conference: Actively participate in the General Contractor's pre-start-up conference along with County, Construction Manager, plant operations staff and other relevant stakeholders to review and discuss the Start-up and demonstration scope requirements. Identify facilities requirements, identify the commissioning teams and responsibilities and the scheduling of the next steps. Review the General Contractor's supplied agenda and submittals as required by Engineer in the Contract Documents. Review and comment on:
  - Qualifications of the General Contractor's proposed Start-up Manager
  - Pre-Conference Agenda provided by the General Contractor
  - Meeting Minutes and guideline notes
  - Preliminary commissioning team organization chart
  - Startup and Demonstration Schedule
  - Initial Check-out Plan Review
5. Review Vendor(s) Provided Data: Review final manufacturers and vendors Shop Testing reports, Physical Checkout reports, Field Testing reports, certifications, guarantees, warranties, data sheets, recommended preventative and corrective maintenance protocols and spare parts lists. Verify that required certificates of proper installation are completed, signed and dated by the manufacturer's service representative. Review Plant Assets List including: "Tag#", "Description" and "Location Detail" in list compiled by General Contractor during construction phase.
6. Operations and Maintenance Manual: Update the plant's facility O&M Manual to integrate the Project with the existing facilities, to facilitate plant operations and to meet GA EPD requirements. Present O&M Manual to train plant operations staff on the Project facilities. Updates to the plant's facility O&M manual shall include a plant overview, unit processes, electrical power distribution, SCADA systems, and buildings and support systems installed as the Project. Plant operators will refer to existing plant's facility O&M Manual for existing operations and maintenance that does not change. Unit process data shall provide:
  - Format same as existing plant facility O&M Manual, including .pdf version of the O&M Manual shall provide links to supporting documents (Vendor O&M

manuals, detailed preventative maintenance tasks and schedules, record drawings and specifications).

- Detailed design data
  - Equipment list with operating characteristics
  - Process description
  - Process flow diagram
  - Process control philosophy and control strategies
  - Initial operating parameters, set points and range
  - Standard operating procedures for operations
  - Start-up, shutdown, and bypass procedures
  - Description of alarms, interlocks, and recommended responses
  - Process troubleshooting.
  - Revisions based on operations during the commissioning process.
7. Pre-Checkout Facility Walk: When requested by County at a time intended to be after the General Contractor and Construction Manager have corrected all known issues, conduct a complete facility walk through to identify punch-list items and confirm non-conformance and deficiencies have been addressed.
  8. Check-out and Start-up Plans Oversight: Review General Contractor's Functional Testing, Check-out and Start-Up Plans along with proposed Pass/Fail criteria for testing, Checklists and Logs; verify that manufacturer(s) pre-start and start-up checks are incorporated into the checklists; review the calibration certificates of special testing equipment and source of the testing media (Water, Sewage, Power, etc.) along with any interim temporary connections and/or disposal points; review and verify safety, bypass, discharge points, shutdown and emergency procedures; and review equipment check-lists, calibration sheets, forms, support and temporary equipment, and the necessary interfaces.
  9. Dry Inspection and Initial System Tests: Witness, including to confirm test adequacy and test pass/fail, Dry inspection and initial tests of equipment installed to demonstrate readiness for wet commissioning. Tests shall include operating the components through each of the written sequences of operation, and verification of proper interconnection and integration to other systems as required. Review updated Commissioning Log with any testing items that pass or do not pass Contract Requirements.
  10. Unit Checkout and Functional Testing: Witness, including to confirm test adequacy and test pass/fail, stand-alone Unit Testing and Functional Testing conducted by the General Contractor's start-up team. One retest of each Unit Checkout and Functional Test will be provided as part of normal checkout. Additional retests beyond one retest will be considered additional and outside the normal scope of Engineer's work.
  11. Operator Training: Attend key equipment training classes to perform spot checks to ensure adequacy of training, and consistency with the O&M manual. Review training manuals, lesson plans, handouts and reference materials provided by General Contractor for each

training session. Following operator training, follow-up with plant operational staff, General Contractor and specialty equipment manufacturers that hands-on field training for the Project has been completed.

12. Performance Testing and 30-Day Operating Test: Witness, including to confirm test adequacy and test pass/fail, the performance testing and 30-day operating test period to verify performance metrics and validate operation. Performance testing may run concurrent with or separate from the 30-Day Operating Test and shall be as required to comply with the specified process performance test durations in the equipment specifications. Provide Letter of Recommendation for acceptance of equipment and/or Systems.
13. Retesting of Major Systems: Witness retesting as necessary. One retest of each major system will be provided as part of normal checkout. Additional retests beyond one retest will be considered additional and outside the normal scope of Engineer's work.
14. Final Job Walk: Upon completion of all retesting, conduct a final Project walk to verify completion of all punch list items.
15. Record Drawings: Verify General Contractor's Record Drawings through periodic (e.g., monthly) submission by General Contractor and final submission.

#### **Subtask O – General Contractor's Completion Documents**

Receive, review and transmit to County maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and review and transmit the annotated record documents which are to be assembled by General Contractor in accordance with the Contract Documents to obtain final payment.

#### **Subtask P – Substantial Completion**

Promptly after notice from General Contractor that General Contractor considers the entire Work ready for its intended use, in company with County and General Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of County, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to County and General Contractor.

#### **Subtask Q – Final Notice of Acceptability of the Work**

Conduct a final visit to the Project to determine if the completed Work of General Contractor is acceptable so that Engineer may recommend, in writing, final payment to General Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions herein) to the best of Engineer's knowledge, information and belief and based on the extent of the services provided by Engineer under this Agreement.

Provide letter to Georgia Environmental Protection Division certifying construction is completed in accordance with the DDR and Contract Documents. If required, provide a letter to DeKalb Department of Planning and Sustainability certifying construction is completed in accordance with the Contract Documents. These letters shall be provided so that a Certificate of Occupancy and use of facilities will be issued by regulatory agencies. These letters will be based on the documents provided by Construction Manager and General Contractor, and Engineer's knowledge based on extent of services provided. This assumes adequate documentation of construction is provided by Construction Manager and General Contractor. If Engineer believes adequate documentation of construction is not being provided by Construction Manager or General Contractor to certify construction completion, Engineer shall report this to County so that adequate documentation can be obtained at the time in which it is required.

#### **Task 4 – Part Four: Post-Construction Phase**

Following successful completion of Part Three, County may authorize Engineer to proceed with Part Four of the Project. Upon request by County, and up to the Not-to-Exceed budgeted limit listed on the Project Fee Form for a duration not to exceed 1 year following the General Contractor's warranty period, Engineer shall furnish professional services to assist County with post-construction services, including the following tasks:

- Together with County, and on an as-needed basis, visit the Project to observe any apparent defects in the Work, assisting County in consultations and discussions with the General Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, as applicable.
- Together with County, visit the Project within one month before the end of the General Contractor's warranty period to ascertain whether any portion of the Work is subject to correction.
- Assist and advise County staff on the operations and maintenance of facilities installed as part of the Project.

### List of Minimum Regulatory Standards

Engineer must comply with all Local, State and Federal Regulations including, but not limited to, the following Specifications and Standards:

Item	Title	Edition
1	Department of Watershed Management Design Standards, Potable Water Main, Gravity Sanitary Sewer, and Sanitary Sewer and Force Main Design Standards	Latest Edition
2	Technical Guide Specifications (included)	attached
3	The Georgia Manual for Erosion and Sedimentation Control	Latest Edition
4	Federal Highway Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)	Latest Edition
5	ASTM International Standards formerly known as American Society for Testing and Materials (ASTM)	Latest Edition
6	American Water Works Association (AWWA)	Latest Edition
7	The American Association of State Highway and Transportation Officials (hereinafter AASHTO)	Latest Edition
8	National Sanitation Foundation (NSF)	Latest Edition
9	American Concrete Institute (ACI)	Latest Edition
10	29 Code of Federal Regulations (CFR) 1910	Latest Edition
11	29 Code of Federal Regulation 1926	Latest Edition
12	National Fire Protection Association (NFPA)	Latest Edition
13	American National Standards Institute (ANSI)	Latest Edition
14	Codes adopted and enforced by DeKalb County	Latest Edition

## **SPECIAL CONDITIONS**

### **A. The Contractor shall comply with the following Special Conditions:**

1. ***Work Coordination*** - It shall be Engineer's responsibility to coordinate his work with any work to be performed by the Owner or others that could impact the design to allow for the completion of the project without undue delay.
2. ***Personal Protective Equipment (P.P.E.)*** - Engineer shall wear all appropriate P.P.E. at all times when working on the job site.
3. ***Payment Applications*** - Contractor and County staff shall review payment items with monthly payment application submittal.

**END OF ATTACHMENT A**

**ATTACHMENT B**

**COST PROPOSAL FORM**

(consisting of 4 pages)

**DESIGN AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE  
SNAPFINGER AWTF EXPANSION – PHASE 3A 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 “Cost Proposal for the Request for Proposals 22-500630 Design and Engineering Services During Construction for the Snapfinger AWTF Expansion – Phase 3A 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

**ATTACHMENT B****COST PROPOSAL FORM (continued)**

All Proposers shall provide costs based on the documents provided in this RFP and attachments. The Total Project Fee sum provided with this proposal shall be a Not-to-Exceed price to fulfill the scope of work as provided. All Proposers are required to submit a completed Cost Proposal Form, accompanied by a detailed breakdown of costs. If Proposer does not submit a completed Cost Proposal Form, accompanied by a detailed breakdown of costs, then the proposal shall be deemed non-responsive.

Include a detailed breakdown of costs, including those for Subconsultants and Subcontractors, showing each billing labor category, the fully burdened hourly billing rate for each labor category, the level of effort (hours) for each labor category and total amounts by each Subtask, rolled up to each Task, rolled up to each of the four (4) Project parts, rolled up to the Project Fee Subtotal. Separately itemize compensable other direct costs (ODC's) for each of the four (4) Project parts, including travel outside the metro-Atlanta area, which shall roll up to the Total Project Fee. A proposed 2.5% annual adjustment to the billing rates shall be itemized by year and shall be included in the Total Project Fee. Note that actual annual adjustments to the billing rates shall be based on the actual Bureau of Labor Statistics, Consumer Price Index-Urban (BLS/CPI-U) for Atlanta, GA for the preceding calendar year. Markups will not be allowed on ODCs.

Hourly billing rates for each labor category shall include all other direct and indirect costs that are non-compensable including hardware, software, materials, apparatus, equipment, machinery, tools, safety devices, transportation/travel within the metro-Atlanta area, supplies, postage and shipping.

**ATTACHMENT B****COST PROPOSAL FORM (continued)**

<b>SNAPPINGER AWTF EXPANSION – PHASE 3A PROJECT</b>		
<b>Item #</b>	<b>SUMMARY OF PROPOSAL PRICE</b>	<b>NOT-TO-EXCEED TOTAL PRICE</b>
<b>1</b>	<b>Part One: Design</b>	
A	Engineering and Design Costs	
A.0	Costs common to all Project elements	\$
A.1	Replacement IPS	\$
A.2	Replacement WAS facilities	\$
A.3	Evaluations of improvements to sludge handling	\$
B	Permitting	
B.0	Costs common to all Project elements	\$
B.1	Replacement IPS	\$
B.2	Replacement WAS facilities	\$
C	<b>Owner Controlled Allowance – Field Survey and Other Testing</b>	\$ 100,000.00
D	<b>Owner Controlled Allowance – Geotechnical Investigation</b>	\$ 100,000.00
E	<b>Owner Controlled Allowance – Physical Model Study of new IPS – Permitting Fees – Engineering and Design Costs</b>	\$ 500,000.00
<b>2</b>	<b>Part Two: Engineering Services during the Bid Phase</b>	
F	Engineering and Design Costs	\$
<b>3</b>	<b>Part Three: Engineering Services during Construction</b>	
G	Engineering and Design Costs	
G.0	Costs common to all Project elements	\$
G.1	Replacement IPS	\$
G.2	Replacement WAS facilities	\$

<b>4</b>	<b>Part Four: Post-Construction Engineering Services</b>	
H	<b>Owner Controlled Allowance – Engineering and Design Costs</b>	\$ 100,000.00
<b>Not-to-Exceed Total Project Fee = (A.0+A.1+A.2+A.3) + (B.0+B.1+B.2) + C + D + E + F + (G.0+G.1+G.2) + H</b>		<b>\$</b>

**Responder:** State the Total Design and Engineering Services During Construction Not-to-Exceed Price for all costs, direct and indirect, administrative costs, and all things necessary for the Snapfinger AWTF Expansion – Phase 3A Project.

---

(State the amount in writing on this line)

\$ \_\_\_\_\_

(State amount in figures on this line)

**END OF ATTACHMENT B**

**ATTACHMENT C****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 22-500630 Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <u>September 22, 2022 until 3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p><b>CAUTION:</b> 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 D

### 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.

Responder shall have successfully completed at least three (3) projects involving design and subsequent construction of major systems (including site/civil work, mechanical process equipment, piping, instrumentation systems and electrical systems) within the last ten (10) years at wastewater facilities with a capacity of 15 MGD or greater with a constructed value of \$25 million or greater.

#### Design experience.

- Within the past ten (10) years, Engineer must have successfully completed the design of at least three (3) trench-type wet well influent pump station projects for municipal clients in the United States.
- Within the past ten (10) years, Engineer must also have successfully completed the design of at least three (3) solids handling processes that include the evaluation of solids reduction technologies (e.g., drying, etc.) to optimize ultimate long-term operations costs for municipal clients in the United States.

Company Name	Email Address		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Actual Contract Period (Start – Completed)	Planned Contract Period (Start – Completed)		
Contract Value for the Design: \$	Change Order Value for the Design: \$		
Contract Value for the Construction: \$	Change Order Value for the Construction: \$		
Project Name:			
Description of Project:			
Role of Proposer on Project:			

Company Name	Email Address		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Actual Contract Period (Start – Completed)	Planned Contract Period (Start – Completed)		
Contract Value for the Design: \$	Change Order Value for the Design: \$		
Contract Value for the Construction: \$	Change Order Value for the Construction: \$		
Project Name:			
Description of Project:			
Role of Proposer on Project:			

Company Name	Email Address		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Actual Contract Period (Start – Completed)	Planned Contract Period (Start – Completed)		
Contract Value for the Design: \$	Change Order Value for the Design: \$		
Contract Value for the Construction: \$	Change Order Value for the Construction: \$		

Project Name:
Description of Project:
Role of Proposer on Project:

**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 E**

**RESPONDER AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

\_\_\_\_\_  
Responder's Name

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT F**

**SUB-RESPONDER AFFIDAVIT OF COMPLIANCE WITH 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

22-500630 Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project

\_\_\_\_\_  
Name of Project

DeKalb County Georgia Government

\_\_\_\_\_  
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 G****DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS 1-2****SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
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 DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)  
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

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) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20%

LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

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 1".) 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 percentage shall be due with the bid or proposal documents and included with "Exhibit 1". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime 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 1." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

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 shall ensure that all LSBE 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 shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

**EXHIBIT 1**

**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM**

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

PRIME  
 BIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: 22-500630

TITLE OF UNIT OF WORK – Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project

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-DeKalb or MSA, please indicate below the percentage of 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 percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

\_\_\_\_\_

\_\_\_\_\_

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. 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 percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit 2”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	

Percentage of work to be performed	
------------------------------------	--

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

**EXHIBIT 1, CONT'D****DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, 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, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts 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.
5.			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.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting 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 - DeKalb First Program at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

**EXHIBIT 1, CONT'D****DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION 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 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 1 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 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. 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
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Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT 2**

**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. Attach a copy of the LSBE's current valid Certification Letter.

**To:** \_\_\_\_\_  
(Name of Prime Contractor Firm)

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

**ITB Number:** 22-500630

**Project Name:** Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A 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/Task Assignment	% of Contract Award

**Prime Contractor**

**Sub-contractor**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT H**



**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**(WITH EXHIBITS 1 – 4)**

**EXHIBIT 1**  
**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

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 an Employment Roster and/or 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: \_\_\_\_\_
3. How many work hours per week constitutes Full Time employment? \_\_\_\_\_

**Please return this form to WorkSource DeKalb, (404)687-3900 or email to [fkadkins@dekalbcountyga.gov](mailto:fkadkins@dekalbcountyga.gov)**

*WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.*





**ATTACHMENT H**  
**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

Please complete this form for each position that you have available.

**DATE:**

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**TITLE:**

**CONTACT E-MAIL ADDRESS:**

**CONTACT PHONE:**

Are you a private employment agency or staffing agency?  YES  NO

**JOB DESCRIPTION:** (Please include a copy of the Job Description)

**POSITION TITLE:** \_\_\_\_\_

**NUMBER OF POSITIONS AVAILABLE:** \_\_\_\_\_ **TARGET START DATE:** \_\_\_\_\_

**WEEKLY WORK HOURS:** 20-30 hours  30-40 hours  Other  \_\_\_\_\_

**SALARY RATE (OR RANGE):** \_\_\_\_\_ **SPECIFIC WORK SCHEDULE:** \_\_\_\_\_

PERM  TEMP  TEMP-TO-PERM  SEASONAL

**PUBLIC TRANSPORTATION ACCESSIBILITY:** YES  NO

**SCREENINGS ARE REQUIRED:** YES  NO  **SELECT ALL THAT APPLY:**

CREDIT CHECK  DRUG  MVR  BACKGROUND  OTHER \_\_\_\_\_

**HOW TO APPLY:**

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

Please return form to: [jbblack@dekalbcountyga.gov](mailto:jbblack@dekalbcountyga.gov)

<b>DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY</b>	
<b>SYSTEM</b>	
<b>TYPE:</b> <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	<b>ENTRY DATE:</b> _____
<b>ASSIGNED TO:</b> _____	<b>DATE:</b> _____

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.



**ATTACHMENT I**

**CERTIFICATE OF CORPORATE RESPONDER**

I, \_\_\_\_\_ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Responder herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_\_; that \_\_\_\_\_ (*insert name of individual signing the Proposal*) who executed this Proposal on behalf of the Responder was, then and there, \_\_\_\_\_ (*insert title of individuals signing the Proposal*) and that said Proposal was duly signed by said officer for and on 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 outstanding stock of said corporation as of this date are as follows:

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This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (Corporate Seal)  
Secretary

**ATTACHMENT I, CONT'D**

**CERTIFICATE OF AUTHORITY – JOINT VENTURE**  
**(Separate Certificate to be submitted by each joint venture partner)**

I, \_\_\_\_\_, <sup>(1)</sup> certify that:

1. I am the \_\_\_\_\_ <sup>(2)</sup> of \_\_\_\_\_, <sup>(3)</sup> (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Request for Proposal No. 20-500630 for Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project;
3. Venturer is organized and incorporated to do business under the laws of the State of \_\_\_\_\_; and
4. Said Request for Proposal No. \_\_\_\_\_ was duly signed by said officer for and on 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.

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:

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This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Signature of Person Executing Certification

**INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:**

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

**COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH PROPOSAL.**

22-500630

Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility  
Expansion - Phase 3A Project

**ATTACHMENT J**

**AFFIDAVIT AND OATH OF RESPONDER**

**ATTACHMENT J**

**AFFIDAVIT AND OATH OF RESPONDER**

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, \_\_\_\_\_, (*insert name*), who, after being duly sworn, deposes as follows:

I, \_\_\_\_\_, (*insert name*), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, \_\_\_\_\_ (*insert name*) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid or Proposal for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid or Proposal for this Project.

I, \_\_\_\_\_ (*insert name*) swear or affirm that I have not engaged in any collusive or anti-competitive practices in responding to this solicitation for bid or proposal. Bid or Proposal is genuine and not collusive or sham; I swear or affirm that I have not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder/Proposer or person, to put in a sham Bid or Proposal, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid or Proposal Price of affiant or any other Bidder or Proposer, or to fix any overhead, profit or cost element of said Bid or Proposal Price, or of that of any other Bidder or Proposer, or to secure any advantage against DeKalb County, or any person interested in the proposed Contract; and that all statements in said Bid or Proposal are true; and further, that such Bidder or Proposer has not, directly or indirectly submitted this Bid or Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof. If Owner determines that collusion exists among Bidders or Proposers, Bids or Proposals from participants in collusion will not be considered.

I, \_\_\_\_\_ (*insert name*) swear or affirm that in making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A §16-10-20.

**ATTACHMENT J (Cont'd)**

**AFFIDAVIT AND OATH OF RESPONDER**

I, \_\_\_\_\_ (*insert name*) swear or affirm that I understand that Bids or Proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate bids or proposals, incomplete or unbalanced unit prices, or other irregularities. I swear or affirm that I understand that DeKalb County may reject a bid or proposal as non-responsive if the prices bid are materially unbalanced between the line items or sub-line items. "Unbalanced Bid" shall mean a Bid or Proposal, in the opinion of the Owner, that is based in prices significantly less than cost for some work, or prices which are significantly overstated in relation to the cost for other work, and if there is a reasonable doubt that the Bid or Proposal will result in the lowest overall cost to DeKalb County even though it may be the low evaluated Bid or Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (*city*), \_\_\_\_\_ (*state*).

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Print Title of Affiant

Subscribed and Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

\_\_\_\_\_

**END OF ATTACHMENT J**

22-500630

Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility  
Expansion - Phase 3A Project

**ATTACHMENT K**

**SAMPLE COUNTY CONTRACT**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **DEKALB COUNTY, GEORGIA**

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide \_\_\_\_\_ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

#### **ARTICLE I. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2030, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

#### **ARTICLE III. PAYMENT**

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed XXXXX (\$XXXX), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of \_\_\_\_\_ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia

Attention: "USER DEPARTMENT"

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

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalbbsbe.info](http://www.dekalbbsbe.info). Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at [www.dekalbbsbe.info](http://www.dekalbbsbe.info)

#### **ARTICLE IV. STATEMENT OF WORK**

The Contractor agrees to provide all design and engineering services in accordance with the County's Request for Proposals (RFP) No. 21-500594 for Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

#### **ARTICLE V. GENERAL CONDITIONS**

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** 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 in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor 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 Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the

County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed by Contractor or utilized

by Contractor in the performance of the Work. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this General Requirement as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to 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, as well as all expenses incidental to the defense of any such claims, litigation, and actions to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed by Contractor or utilized by Contractor in the performance of the Work. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any negligent, reckless or intentionally wrongful act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from any negligent, reckless or intentionally wrongful act or omission of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than “A” (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers’ Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer’s liability insurance by accident, each accident \$1,000,000
    - (2) Employer’s liability insurance by disease, policy limit \$1,000,000

- (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
    - \$5,000,000 per occurrence
    - \$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be **issued** to:
    - DeKalb County, Georgia**
    - Director of Purchasing & Contracting**
    - The Maloof Center, 2<sup>nd</sup> Floor**
    - 1300 Commerce Drive**
    - Decatur, Georgia 30030**

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **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 courts of DeKalb County, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment C. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout

the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment E.

M. **County Representative** The County may designate a representative through whom the Contractor 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 County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3400.

Q. **Business and Professional Licenses** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. 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. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following additional Attachments and Appendices all of which are incorporated herein by reference: Attachment F, Business and Professional Licenses; Attachment G, Certificate of Corporate Authority or Joint Venture Certificate; Attachment H, Executive Order No. 2014-4 New Ethics Policy; Appendix I, County's RFP; and Appendix II, Contractor's Response.

T. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (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 addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Executive Officer  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to: Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to: Director of the Finance Department  
1300 Commerce Drive  
Decatur, Georgia 30030

**If to the Contractor:**

\_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

22-500630

Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility  
Expansion - Phase 3A Project  
Sample County Contract for Professional Services

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in  
three counterparts, each to be considered as an original by their authorized representative.

**DEKALB COUNTY, GEORGIA**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Signature

\_\_\_\_\_

Name (Typed or Printed)

\_\_\_\_\_

Title

\_\_\_\_\_

Federal Tax I.D. Number

\_\_\_\_\_

Date

**ATTEST:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Name (Typed or Printed)

\_\_\_\_\_

Title

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_

Department Director

\_\_\_\_\_ **by Dir.**(SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_

Date

**ATTEST:**

\_\_\_\_\_

BARBARA H. SANDERS, CCC, CMC  
Clerk of the Chief Executive Officer  
and Board of Commissioners of  
DeKalb County, Georgia

**APPROVED AS TO FORM:**

\_\_\_\_\_

County Attorney Signature

\_\_\_\_\_

County Attorney Name (Typed or Printed)

22-500630

Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project

## **EXHIBIT 1**

### **REFERENCE DOCUMENTS**

#### **FOR**

### **DESIGN AND ENGINEERING SERVICES DURING CONSTRUCTION FOR SNAPFINGER ADVANCED WASTEWATER TREATMENT FACILITY EXPANSION - PHASE 3A PROJECT (MULTIYEAR CONTRACT)**

**DeKalb County, Georgia  
Department of Watershed Management  
178 Sams Street  
Decatur, Georgia 30030**

Reference Documents are included on the DeKalb County Website

[www.dekalbcountyga.gov/formal bids](http://www.dekalbcountyga.gov/formal bids)

as an attached separate document

22-500630

Design and Engineering Services During Construction for Snapfinger Advanced Wastewater Treatment Facility Expansion - Phase 3A Project

**EXHIBIT 2**

**GUIDE SPECIFICATIONS**

**FOR**

**DESIGN AND ENGINEERING SERVICES DURING CONSTRUCTION  
FOR SNAPFINGER ADVANCED WASTEWATER TREATMENT  
FACILITY EXPANSION - PHASE 3A PROJECT (MULTIYEAR  
CONTRACT)**

**DeKalb County, Georgia  
Department of Watershed Management  
178 Sams Street  
Decatur, Georgia 30030**

Guide Specifications are included on the DeKalb County Website

[www.dekalbcountyga.gov/formalbids](http://www.dekalbcountyga.gov/formalbids)

as an attached separate document