



**DeKalb County
Department of Purchasing and Contracting**

October 30, 2017

REQUEST FOR PROPOSALS (RFP) NO. 17-500449

DESIGN-BUILD SERVICES

FOR

**GRAVITY SEWER SYSTEM REHABILITATION,
REPLACEMENT AND CONSTRUCTION PACKAGE NO. 3**

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

Mandatory DeKalb First LSBE Meeting: November 1, 2017 & November 8, 2017
(Bidders must attend 1 meeting on either of the dates listed.) 4572 Memorial Drive, Decatur, Georgia 30032
Main Conference Room - A
(Meetings are held at 10:00 a.m. and 2:00 p.m.)
Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"

Pre-Proposal Conference: MANDATORY
November 6, 2017, 9:00 A.M. ET,
4572 Memorial Drive, Decatur, Georgia 30032
Deadline for Submission of Questions: 5:00 P.M. ET, November 13, 2017
Deadline for Receipt of Proposals: 3:00 P.M. ET, December 1, 2017

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

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Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

October 30, 2017

REQUEST FOR PROPOSAL (RFP) No. 17-500449

FOR

DESIGN-BUILD SERVICES FOR GRAVITY SEWER SYSTEM REHABILITATION, REPLACEMENT AND CONSTRUCTION - PACKAGE NO. 3

DeKalb County Government (the County) requests that those pre-qualified firms listed on Page No. 4. submit proposals in response to this RFP for Design-Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction – Package No. 3 (“Project”).

I. INTRODUCTION

This RFP for the Design Build Services Gravity Sewer System Rehabilitation, Replacement and Construction– Package No. 3 invites Proposals from the pre-qualified Proposers listed on page No. 5, 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 criteria described in Section IV. Criteria for Evaluation.

The Project is to be designed and constructed in two phases using the design-build delivery method:

- Phase One: Prepare Basis of Design Report and submit design documents to 60 percent (60%) complete, as defined in Attachment A - *Scope of Work* and Attachment B - *Cost Model Guidelines*, and a Guaranteed Maximum Price (GMP) not to exceed the Phase Two Final Design and Construction Not-to-Exceed Price of the proposal.
- Phase Two: Complete design, construction and post-construction tasks if GMP is approved by the County in Phase One.

The anticipated work includes the design, permitting and construction for Gravity Sewer Collection System rehabilitation and improvements as part of the County’s \$1.345 billion Capital Improvement Plan (CIP).

The Project includes, but is not limited to, the following activities: sewer replacement with same diameter or larger diameter; pipe bursting; full or partial length sewer lining; point repairs; manhole interior coating or lining; manhole height adjustment and/or frame and cover adjustment or replacement; connection sealing; and/or manhole replacement at various locations within the

County as indicated in Exhibit 1: *Technical Drawings*.

A. BACKGROUND

On December 20, 2011, the County reached a Clean Water Act settlement with the United States Environmental Protection Agency (EPA) and the Georgia Environmental Protection Division (EPD) in the form of a Consent Decree (CD). The CD requires the County to develop and implement effective capacity, management, operations, and maintenance (CMOM) programs for its wastewater collection system, including a continuing sewer assessment and rehabilitation program.

As part of the CD requirements, condition assessments are being performed on approximately a third of DWM's sewer system; e.g. 5 million linear feet of sewer and 27,000 manholes over the two-year period from January 2015 through December 2017. Hydraulic modeling is also being performed on essentially the entire system which includes approximately 12 million linear feet of sewer; 77,000 manholes; and 63 pump stations/force mains.

Assessment data has been collected and analyzed for the included Scope of Work to assist pre-qualified bidders in the development of their proposals.

By selecting the design-build delivery method for the CD Projects, the County is committed to working in close collaboration with the awarded Design-Build Firm throughout each phase of the project to achieve the objectives for delivery of this component project of the CD Projects. The County will award to the recommended Design-Build firm in compliance with the DeKalb County Purchasing Policy, the Georgia Public Works Law (O.C.G.A. §§ 36-91-1 et seq.) and as further provided herein.

B. OBJECTIVES

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

1. Schedule: Achieve mutually agreed upon milestone dates for design and construction of the individual projects.
2. Cost: Successful completion of the projects at the least cost to its rate-payers to assure continued and future reliable service.
3. Risk: Achieve an optimal and balance risk allocation between the County and the Design Build Firm(s).
4. Safety: Implement an effective safety program incorporating best industry practices.
5. Coordination and Collaboration: Achieve a high degree of design-build coordination, establishing a working environment that emphasizes innovation, teamwork, quality, contract compliance, cost savings methodologies, and partnering between all Project parties.

C. PRE-QUALIFIED PROPOSERS

The following proposers are pre-qualified to submit proposals for the Project:

- Garney Companies, Inc.
- Layne Inliner, LLC
- Brown and Caldwell Constructors, Inc.
- Insituform Technologies, LLC
- Western Summit Constructors, Inc.
- John D. Stephens, Inc.

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

Required Documents	Attachment
Cost Proposal Form and Cost Element Proposal (1 copy, separate & sealed)	D
Proposal Cover Sheet	E
Subcontractor Reference and Release Form (make additional copies as needed)	F
DeKalb First LSBE Information (Exhibits 1-2 and Mentor Protégé Initiative Form)	G
First Source Jobs Ordinance (with Exhibits 1 – 2)	H
Contractor Affidavit	I
Subcontractor Affidavit	J
Proposal Bond	K
Surety Letter	-----
Professional Certifications and Licenses: Utility Contractor Licenses Utility Foreman License Utility Manager License	-----
Exceptions to the Statement of Work, Technical Specifications, and Standard County Contract, if any	-----

II. STATEMENT OF WORK

- A.** The Design-Builder shall prepare drawings, specifications, permit applications and supporting documentation to obtain all permits necessary to construct the Project. The Design-Builder shall provide all labor, materials and equipment necessary to construct and successfully commission each project. Unless otherwise specified, the Design-Builder shall furnish and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for completion of the Project.
- B.** The Design-Builder shall be responsible for the design of all facilities in accordance with the current version of the DeKalb County Department of Watershed Management Design and Construction Standards and all other local, State, and Federal requirements of Governmental Authority. Final Project plans and specifications shall be signed and sealed by a professional engineer licensed in the state of Georgia.

C. Attachment C - *Sewer Rehabilitation Design Guidance Manual* provides requirements for the design of sewer rehabilitation projects. These requirements are provided to encourage consistency in the design approach used by all of Design-Builders. While the purpose of these requirements are to assure uniformity, they are not intended to stifle the Design-Builder's creativity, design innovation, and ingenuity. Design-Builder shall review these requirements and adopt them for design of the facilities for which they are responsible. Design Builder is ultimately responsible for their design, and this responsibility is in no way diluted or absolved by these guidelines.

D. The Guide Specifications, attached hereto as Exhibit 2, represent the minimum requirements for the Project and serve as a guide in developing the unit bid cost items. The Design-Builder is responsible for reviewing the Guide Specifications, presenting proposed modifications to the 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 Guidance Specifications, use the most stringent material or installation requirement for this Project. The Design-Builder is to notify the Owner's Representative of any such conflicts or differences prior to procurement or installation of materials and components.

E. The Project is to be designed and constructed in two phases using the design-build delivery method:

1. Phase One: Prepare design to 60 percent (60%) complete, as defined in Attachment A - *Scope of Work* and Attachment B - *Cost Model Guidelines*, and a guaranteed maximum price (GMP) proposal not to exceed the Phase Two Final Design and Construction Not-to-Exceed Price of the proposal.
2. Phase Two: The services to be provided during this phase of the project are expected to include the following if GMP price is approved by the County in Phase One:
 - a. Construction Services - Complete final design documents and build improvements as described in the RFP and provide management and administration of the construction phase obligations. Construction Phase scope of work will include a preconstruction meeting, monthly progress/construction meetings; management of subcontractors (contracts, insurance, and bonds); preparation of payment requests; coordination and regular meetings and correspondence with the County; shop drawing and test reports submittal and tracking; tracking of Request for Information (RFI) and/or clarifications, field orders, contract clarifications, and non-compliance notices (NCN's); document filing and storage; preparation of record drawings; testing and commissioning; project close-out; and warranty administration through the warranty period.
 - b. Project Schedule - develop and manage a construction phase schedule using approved scheduling software. Monthly monitoring, updating and

reporting will be required.

- c. Project Budget Reporting - preparation of a project construction budget and monthly monitoring, updating and reporting. Cash flow projections will also be required for the construction phase of the project.
- d. Permitting preparation - of permit applications and supporting documentation to obtain all required permits; monitoring and tracking of permit compliance including enforcement actions; completion of all required regulatory notifications and reporting; and proper closeout actions.

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 RFP 17-500449 Gravity sewer System Rehabilitation, Replacement & Construction – Package No. 3”** on the outside of the envelope.
- 2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
- 3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. INCLUDING FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL'S SEPARATE, SEALED ENVELOPE SHALL RESULT IN RESPONDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.**
- 4. Responders are required to complete Attachment D, *Cost Proposal Form and Cost Element Proposal*. **Responder shall not alter the cost proposal form.**
 - a. The scope and anticipated schedule of the Design - Builder services for which pricing is required is defined in Attachment A - *Scope of Work* of this RFP.
 - b. Proposers must submit Cost Element Proposal for:
 - i. Phase One: Design and GMP Development Services Fee;
 - ii. Phase Two: Final Design and Construction Not-to-Exceed Price
 - c. The completion and submittal of Attachment D (D.1 and D.2), as described herein, shall satisfy the Cost Element Proposal requirements as described in the RFP. The cost information provided in the Cost Element Proposal Summary Tables may be supported with additional information provided by the Proposer or as otherwise required by the County to document Project assumptions.
 - d. The Design-Builder awarded the Project shall be compensated for Phase One: Design and GMP Development Services according to the cost breakdown

- proposed on Cost Element Proposal D.1. within Attachment D. The total fee proposed for Phase One shall represent all costs necessary to perform the scope of work described for Phase One as found in Attachment A.
- e. The final Guaranteed Maximum Price (GMP) for Phase Two Final Design and Construction developed by the awarded Design-Builder as part of the Phase One scope of work shall not exceed the total Not-to-Exceed Price for Phase Two as provided on Cost Element Proposal D.2. within Attachment D. Accordingly, the proposed Not-to-Exceed Price for Phase Two should represent a Proposer's best estimate of all the cost for all services necessary to complete the scope of work described for Phase Two scope of work as found in Attachment A.
5. Please be advised that DeKalb County is not interested in proposed fees, rates, costs, or percentages that provide excessive discounts from the Design-Builder's anticipated actual costs for the requested services.
6. The points for cost in this RFP will be allocated as described below:
- Phase One: Design and GMP Development Services Fee – The responsive Proposer with the lowest cost for Phase One: Design and GMP Development Services Fee will receive the full points allocated for Phase One: Design and GMP Development Services Fee in this RFP. For all other responsive Proposers, their Phase One: Design and GMP Development Services Fee will be divided into the lowest cost for Phase One: Design and GMP Development Services Fee and multiplied by the full points allocated for this cost section within this RFP.
 - Phase Two: Final Design and Construction Not-to-Exceed Price – The responsive Proposer with the lowest cost for Phase Two: Final Design and Construction Not-to-Exceed Price will receive the full points allocated for Phase Two: Final Design and Construction Not-to-Exceed Price in this RFP. For all other responsive Proposers, their Phase Two: Final Design and Construction Not-to-Exceed Price will be divided into the lowest cost for Phase Two: Final Design and Construction Not-to-Exceed Price and multiplied by the full points allocated this cost section within this RFP.

B. Technical Proposal:

DO NOT INCLUDE COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL

1. The Technical Proposal must be submitted in a sealed envelope(s) or box(es) with the responder's name and **“Request for Proposals No. 17-500449 Design Build Services for the Gravity Sewer System Rehabilitation, Replacement and Construction – Package No. 3”** on the outside of each envelope or box.
2. Responder shall complete Attachment E - *Proposal Cover Sheet*, and include this as the first page of the Technical Proposal.
3. Technical proposal must not exceed the page limits for each section as described below and must be on 8½ x 11-inch paper with 1-inch or greater margins, excluding

the index or 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.

4. The content requirements set forth in this RFP represent the minimum content requirements for the Technical Proposal. It is the Proposer's responsibility to include information in its Proposal to present all relevant qualifications and other materials. The Technical Proposal, however, should not contain standard marketing or other general materials. It is the Proposer's responsibility to modify such materials so that only directly relevant information is included in the Proposal.

5. The Technical Proposal must include the following information in the order listed:

- Part 1 - Executive Summary
- Part 2 - Technical and Project Management Approach
- Part 3 - Organizational Qualifications & Experience
- Part 4 - Project Personnel
- Part 5 - Updated Statement of Qualifications
- Appendix A - Required Forms and Acknowledgements
- Appendix B - Resumes

- a. Part 1 – Executive Summary: Maximum 4 pages

The Executive Summary shall be a maximum of four (4) pages, and 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.

- A clear and concise response as to why the County should award your firm this Project.
- Statement that the proposal shall remain in effect for and not be withdrawn for one-hundred twenty (120) days after the date due to DeKalb County.

- b. Part 2 – Technical and Project Management Approach: Maximum 20 pages

Submit a concise description of the Design-Builder's concepts for managing the design and construction of the Project. Describe how the Proposer would be structured to best manage its activities and satisfy the needs of the Project. The following shall be included as a minimum in the proposed conceptual management plan:

- i. Discuss how a collaborative relationship with the County would be established and maintained during Phase One design development, scheduling, and cost estimating and in Phase Two.
- ii. 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.
- iii. Description of how the proposed organization will function as an integrated design-build structure.
- iv. Description of community outreach plan. The County will provide overall

County wide community outreach efforts. The Design-Builder shall be responsible for providing individual property owner notifications and community outreach and shall work in coordination with the County's Community Outreach Team.

- v. Provide a critical path milestone schedule and discussion identifying the Proposer's Design-Build Approach to meet the Phase One and Phase Two objectives and major milestones, including a discussion of any major schedule risks anticipated by Proposers.
- vi. Provide a description on cost model development leading up to formal cost estimate submittals, including the use of an open book cost estimation process, iterative design impacts to cost, and establishment of a GMP.
- vii. Discuss how key risk factors will be identified and addressed throughout Phase One and Phase Two of the project
- viii. Provide a narrative of the proposer's safety approach.
- ix. Provide a summary of the plans/actions to provide quality control/quality assurance throughout Phase One and Phase Two of the project.

c. Part 3 – Organizational Qualifications & Experience

Provide an organizational chart showing the reporting relationships and responsibilities of the Design- Builder and any subconsultants/subcontractors. Provide resumes for all listed personnel. Resumes shall not exceed two pages each.

A letter from the Design-Builder's surety must be provided to verify the availability of all bonds. The Performance Bond and the Payment Bond are each required to be in an amount equal to the value of non-design services for the Project, inclusive of construction, permitting, acceptance testing, and preconstruction services.

- i. Issued by a surety company having received a rating of at least "A" in the latest revision of the A.M. Best Company's Insurance Report and authorized to do business in the State of Georgia;
- ii. Listed in the United States Treasury Departments Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties of Federal Bonds and as Acceptable Reinsurance Companies";

d. Part 4 - Project Personnel: Maximum 10 pages

Provide a detailed description of the design-build team's experience with the design and construction of collection system rehabilitation and improvement projects similar in size, scope and complexity to the Project described in this RFP. Projects delivered using alternative delivery contracting, including design-build, design-build and construction management at risk, or that demonstrates a collaborative working environment that facilitates meeting or exceeding County's project requirements are highly desired.

Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP.

Use Attachment F, *Subcontractor Reference and Release Form*. Make additional copies as needed.

d. Part 5 – Updated Statement of Qualifications

This part of the Proposal confirms that the Statement of Qualifications (SOQ) submitted in response to the Request for Pre-Qualification is incorporated as part of the Proposal. Identify any proposed changes to the Proposer's SOQ. Any such changes to the SOQ, however, are subject to the Proposal being accepted or rejected by the Owner, at its sole discretion.

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/pdf/supplierList.pdf>.
2. It is required that all responding Proposers attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Proposers response in order to remain responsive.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at pcadmin-ops@dekalbcountyga.gov or (404) 371-7051.

D. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, *First Source Jobs Ordinance (with Exhibits 1 – 4)* and submit with the responder's proposal.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

E. 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 for a Proposal to be considered, it is **mandatory** that the *Contractor Affidavit*, Attachment I and *Subcontractor Affidavit*, Attachment J, 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. Cost	
1. Phase One: Design and GMP Development	15 points
2. Phase Two: Final Design and Construction	15 points
B. Technical and Project Management Approach	40 points
C. Project Personnel	10 points
D. Organizational Qualifications and Experience	10 points
E. Local Small Business Enterprise Participation	10, 5 or 2 Points
F. Optional Interview	10 Points (bonus)

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached Design Build Contract is the County's standard contract document 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 Five (5) copies stamped "Copy" 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 December 1, 2017.

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

Attachment K, *Proposal Bond*, must be submitted with the proposal submittal.

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 17-500449 for Design Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction Package No.

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

Each Proposer assumes full responsibility for timely delivery of its proposal at the required location. Any proposal received after the submittal deadline shall be deemed nonresponsive and returned. The delivered packaging containing the proposal documents must note “Proposal Enclosed” on its face.

C. Mandatory Pre-Proposal Conference for Pre-qualified Proposers

A mandatory pre-proposal conference for pre-qualified proposers will be held at **9:00 a.m. on the 6th day of November, 2017 at The Office of Watershed Management’s Office of Engineering & Construction Management Services located at 4572 Memorial Drive, Decatur, GA 30032.** For information regarding the mandatory pre-proposal conference please contact Cornell Brown at (404) 687-3949 or cbrown1@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted to Cornell Brown, via email to cbrown1@dekalbcountyga.gov, no later than 5:00 pm EST. on November 13, 2017. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgement of Addenda

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

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. Business License and Professional License

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

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

K. Ethics Rules

Proposers 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.

L. 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.

M. Owner Controlled Insurance Program (OCIP)

1. **OCIP Insurance Coverage:** In connection with the Work, and for the Design/Builder and those subcontractors deemed eligible by the County for participation, the County will implement an Owner Controlled Insurance Program (“OCIP”), providing certain insurance coverages as detailed herein. The insurance coverages provided by the OCIP apply only to the Work performed on the Project site. The Design/Builder and its Subcontractors shall provide their own insurance for all off-site activities. The Builder’s Risk/All Risk Property Insurance component of the OCIP will expressly exclude coverage on Contractor’s and Subcontractors’ machinery, tools, and equipment not destined to become a part of the Project Work.
2. **OCIP Manual of Insurance Procedures:** The OCIP coverage provided by the County shall be further detailed in, and the Design/Builder requirements with respect to the OCIP shall be described in, the General Liability Wrap-Up Manual (“the Manual”) to be incorporated into the Contract Documents and to be issued via an Exhibit to the Contract. This Manual includes information on the following OCIP coverages: Commercial General Liability, Excess Liability, and Builder’s Risk/All Risk Property Insurance.

N. Valid Insurance, Bonds, Permits and Certificates

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

O. Builder’s Risk Insurance Coverage

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

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

P. Cooperative Procurement

The County, through 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.

VI. AWARD OF CONTRACT

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

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

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

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

Sincerely,

Cornell Brown, Procurement Agent
Department of Purchasing and Contracting

Attachment A:	Scope of Work
Attachment B:	Cost Model Guidelines
Attachment C:	Sewer Rehabilitation Design Guidance Manual
Attachment D:	Cost Proposal Form and Cost Element Proposal
Attachment E:	Proposal Cover Sheet
Attachment F:	Subcontractor Reference and Release Form
Attachment G:	DeKalb First LSBE Information and Mentor Protégé Initiative Form
Attachment H:	First Source Jobs Ordinance Information with Exhibits 1 - 4
Attachment I:	Contractor Affidavit
Attachment J:	Subcontractor Affidavit
Attachment K:	Proposal Bond
Attachment L:	Sample County Contract
Exhibit 1:	Technical Drawings
Exhibit 2:	Guide Specifications
Exhibit 3:	CCTV Data

ATTACHMENT A

SCOPE OF WORK

I. OVERVIEW

- A. The Project includes rehabilitation and replacement assignments at various locations within the County as indicated in Exhibit 1: Technical Drawings. Typical Work assignments may include assessment using CCTV and/or TISCIT, cured-in-place pipe lining, pipe and/or manhole point repairs, pipe replacements utilizing either open-cut or pipe-bursting methods, and manhole rehabilitation and/or replacement. The Project shall be implemented in two phases:
- Phase One: Design and GMP Development Services
 - Phase Two: Final Design and Construction Services
- B. The awarded Design-Build Firm shall prepare drawings and specifications signed and sealed by a licensed Georgia Professional Engineer and shall prepare permit applications and supporting documentation to obtain all permits necessary to construct the Project. The Design-Build Firm shall provide all labor, materials and equipment necessary to construct and successfully commission each project. Unless otherwise specified, the Design-Build Firm shall furnish and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for completion of the Project.
- C. The awarded Design-Build Firm shall be responsible for the design and construction of all facilities in accordance with the current version of the DeKalb County Department of Watershed Management Design and Construction Standards and all other local, state, and federal requirements of Governmental Authority. Additionally, the *Rehabilitation Design Guidance Manual*, included as Attachment B, provides design guidance requirements and the Guide Specifications included as Exhibit 2 provides the minimum technical standards for the Project.
- D. The preliminary rehabilitation recommendations provided in Exhibit 1 - *Technical Drawings* are based upon a review of prior sewer assessment data and hydraulic modeling results. The Design-Build Firm shall fully evaluate all information provided along with any new information revealed during the course of their work and shall use their own professional engineering judgment along with the design guidance requirements provided in Attachment C - *Sewer Rehabilitation Design Guidance Manual* to determine the final rehabilitation design. The Design-Builder shall not be required to perform hydraulic modeling. The County may perform hydraulic analyses based upon final design information to confirm capacity. In instances where the final rehabilitation

design differs from the preliminary rehabilitation recommendations, the Design-Build Firm shall present the basis of the change for the Owner's consideration and approval.

II. Phase One Design and GMP Development

A. Project Initiation

The Design-builder shall:

1. Prepare a draft Project Execution Plan summarizing the Phase One Design and GMP Development project goals and objectives; the Design- Builder project approach; project organization requirements defining resources/staffing plan, responsibilities, contacts, and communication plan; Design-Builder'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 and Program Manager 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 agenda and submit to Program Manager no later than 7 calendar days before meeting (with draft Project Execution Plan).
3. Comments to the Project Execution Plan shall be delivered to the Design-Builder within 7 calendar days following the Project Kickoff meeting via a Quality Review Form (QRF). Upon receipt of the QRF, the Design-Builder 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.

B. Project Coordination and Management

The Design-Builder shall provide Project coordination and management for the activities performed during the Phase One Design and GMP Development. This includes management and monitoring of labor utilization, project schedule, and project budget on a regular basis. It shall be the ongoing responsibility of the Design-Builder to adequately manage and adhere to the task budgets and to submit deliverables to the County on time and in accordance with the contract requirements.

1. Monthly Progress Reports: Design-Builder 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 to actual expenditures for the month and project duration. Progress reports shall include an updated schedule which will be reviewed by the County and Program Manager and discussed during monthly progress meetings. The status reports will also identify or forecast proposed

modifications to the project scope. Key issues requiring County action or direction will also be included. A monthly meeting to review the progress report shall be conducted with County and Program Manager at DWM's Engineering and Construction Management's office.

2. Change Management: Design-Builder shall document scope and schedule changes associated with completion of Design-Builder's work by using a Design Evolution Log, which describes the major issues that arise during the Phase One Design and GMP Development, and shall provide a status of each item for County and Program Manager review during monthly progress meetings.
3. The Quality Management: Design-Builder shall perform in-progress quality management reviews to ensure the project objectives are realized. At a minimum, the Design-Builder shall perform the following:
 - a. Designate a quality assurance/quality control (QA/QC) officer to the Phase One Design and GMP Development period that is responsible for implementation of the QA/QC plan, and documentation of QA/QC activities.
 - b. Provide checklists and quality management guidance documents for performance of the Phase One Design and GMP Development services.
 - c. Require all Design-Builder Project personnel to read the approved Project Execution Plan and be familiar with the Project procedures and requirements.
 - d. Perform an internal review of all calculations and deliverables by designated quality management personnel who is approved by the County prior to each submission.
 - e. Record and submit all internal review and comment information on forms submitted with draft deliverables with certification by the Project Manager that submitted information has been reviewed and checked in accordance with the procedures documented.
 - f. Design-Builder shall identify and utilize an individual or individuals on its staff to perform an independent quality control check of the preliminary engineering reports (as required), Basis of Design Reports, Drawings, and Specifications to assure the Design-Build Documents are clear and complete and to assure functional coordination of the work with inter-government agreements, 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 inter-jurisdictional agreements, land acquisition needs, geotechnical discipline, and permitting and/or other local, state, or federal regulations. The Drawings shall be checked for coordinating of references within technical

Specifications. The Drawings and Specifications shall be reviewed for constructability, and future maintenance access. Design-Builder shall submit the comments from the independent quality control check to County.

- g. Program Manager will perform a separate peer review on behalf of the County. Design-Builder shall supply all necessary calculations, analyses, and other documents needed for Program Manager to review and shall cooperate fully with the peer reviewers.
4. Schedule Management: Design-Builder shall prepare and provide updates to the Design Schedule and other Project schedules according to the following:
- a. All schedules shall be prepared using scheduling software approved for use by the County. The County prefers that the Design-Builder use professional scheduling software such as Oracle Primavera P6 to develop and maintain the schedule submittals. Refer to Exhibit 2 Guide Specifications Section 01310 for scheduling requirements. The Design-Builder shall follow the 'Activity ID' format provided by the Program Manager.
 - b. Schedules shall be submitted as electronic files (native and Adobe Acrobat PDF format) and hardcopy and shall be updated monthly to show progress.
 - c. Prepare and submit baseline Design Schedule with the Project Execution Plan. The Design Schedule shall include a detailed schedule for Phase One Design and GMP Development activities and also summarizes activities for the Phase Two Final Design and Construction Services including any agreed upon early work packages. The County shall provide written approval of Milestone Dates in the Design Schedule. The Design Schedule shall be based upon the schedule submitted with the Design-Builder's proposal, and shall include at a minimum:
 - i. Start date for each activity
 - ii. Finish date for each activity
 - iii. Major milestones
 - iv. Meeting and workshop dates
 - v. Submittal dates including draft submission dates, County/Program Manager review periods, and final submission dates
 - vi. Identification of critical path; and float
5. The Design Schedule shall show the milestones and activities of the County, Program Manager, Design Professional, Subconsultants, Design-Builder, and key Subcontractors necessary to meet County's Phase One Design and GMP Development phase completion requirements.
6. The baseline Design Schedule shall be reviewed and analyzed by the County and Program Manager. Design-Builder shall discuss with the County and Program Manager any review comments at the project kick-off meeting and shall provide revised baseline schedule based on agreed-to changes.

7. Schedule updates shall be made at least monthly and shall be submitted with each Cost Estimate submittal with the level of detail for each update reflecting the information then available. If an update indicates a previously submitted Design Schedule will not be met, Design-Builder shall provide a detailed corrective recovery plan of action to the Program Manager for review.
8. Work Management System:
 - a. Document Management. Design-Builder 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 Phase One Design and GMP Development shall use a naming convention approved by the County and described in the Project Execution Plan.
 - b. Project Management Information System. A web-based project management information system (PMIS) shall be used to facilitate collaboration and management of the Project. The Design-Builder 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:
 - i. Overall Project tracking and monitoring of key performance indicators;
 - ii. Meeting and workshops agendas, presentations, meeting minutes, and notes;
 - iii. Action items, issues, decision logs, and tracking;
 - iv. Budget and schedule tracking;
 - v. Document submittals and transmittals including drawings (pdf format);
 - vi. Quality management documentation including comments, responses, and confirmations;
 - vii. Applications for Payment and monthly reports;
 - viii. Templates and tools;
 - ix. Project related communication; and
 - x. Dashboards of Project progress prepared by the County.
9. The Design-Builder and County will coordinate during Phase One to evaluate the use of the PMIS to be utilized during Phase Two Final Design and Construction Services.

C. Basis of Design and 60% Design Documents

1. The Design-Builder shall:
 - a. Review the Project Requirements and consult with County and Program Manager as appropriate to further clarify requirements for the Project including County's budget, review of Project Design Criteria Requirements, and available County-Furnished Information.

- b. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project described by Design-Builder.
- c. Evaluate the Project Reference Documents, including but not limited to the Design Guidance Document, Guide Specifications, project specific assessment data and recommendations, and, after consultation with County, recommend to County any modifications to such documents or recommended rehabilitation and/or replacement for which in the Design-Builder's judgment would benefit the Project. Schedule and facilitate a meeting with the County and Program Manager to present findings of the analysis.
- d. The County has sole right to select its preferred alternative; Design-Builder shall proceed under Phase One according to the alternative approved by the County.
- e. Within 84 calendar days (12 weeks) of the written authorization to proceed submit a draft Basis of Design Report (BDR). The BDR shall, as appropriate: identify proposed rehabilitation and replacement for each pipe segment and manhole within the scope of the Project; provide sketches and conceptual design criteria/routing, provide appropriate exhibits; indicate the applicable requirements and considerations involved; and recommended alternate solutions. This Basis of Design Report shall include descriptions and justifications for any deviations from Guidance/Reference documents previously provided by the County. The BDR shall also include the following:
 - i. Information from design support services described in the Phase One Design Support Services and Allowance section below.
 - ii. Data collected from sanitary sewer assessment work identified for completion by the Design-Builder in Exhibit 1: Technical Drawings. All gravity sewer condition assessments are to be performed in accordance with the requirements of Section 01510 (Sanitary Sewer Main Television & Sonar Inspection) of Exhibit 2: Guide Specifications. All costs associated with performance of the sewer assessment work shall be included in the Phase One: Design and GMP Development Services Fee including, but not limited to, costs associated with access to the structures. The Program Manager shall develop initial rehabilitation recommendations from the submitted sewer assessment data. As part of Phase Two: Final Design and Construction Services, the Design-Builder shall complete the final rehabilitation design and construction services that arise from the initial rehabilitation recommendations provided by the Program Manager.
 - iii. Identification of discrepancies between assessment data provided by the County and that collected by the Design-Builder to confirm design.
 - iv. The Permitting, Easement, and Land Acquisition Plan described below.
 - v. Design-Builder's estimate of Design-Build Cost for the Basis of Design (initial construction cost opinion). The construction cost

opinion shall be based on a detailed labor and material type cost estimate for the Design-Build Cost, consistent with Association for the Advancement of Cost Engineering (AACE) practices. The construction cost opinion shall be organized by CSI division listing all labor, materials, equipment, and systems necessary to construct the sewer facilities or perform rehabilitation. The construction cost opinion shall be provided in format consistent with Attachment B.

- f. Design-Builder's updated Project schedule through construction. For the BDR submittal, Design-Builder shall: submit the draft report for review; schedule and facilitate a one-day review meeting with County and Program Manager to present the BDR and an overview of the initial construction cost opinion and Project schedule; respond to County and Program Manager review comments; and submit a final BDR.
- g. After acceptance by County of the Basis of Design Report, and upon written authorization from County, the Design-Builder shall proceed with further development and refinement of the Design Documents for the Project, including development and submittal of an intermediate design review package (60% complete).
 - i. The Design Documents shall show or describe the character, scope, and intent of, or relate to, the Work to be performed or furnished by or for Design-Builder, and shall be consistent with the Basis of Design Report, as such report may be modified throughout the development of the design. Design-Builder shall provide in writing to County descriptions of any deviations in the Design Documents from the Basis of Design Report.
 - ii. The Design Documents shall be developed to a 60% completion level of the final design.
 - iii. The 60% complete Design Documents shall, as appropriate, contain supplemental site surveys; geotechnical investigations and other exploration, testing, and analysis data necessary to confirm suitability of design; a determination of the number and sequencing of construction locations; project layout and features; design calculations and profiles (as appropriate); preparation of documents to support permitting and land acquisitions; preparation of 60% plans and specifications; and quality management reviews.
 - iv. The 60% complete Design Documents submittal shall include:
 - (a) Drawings and Specifications (as listed below in this paragraph).
 - (b) Update of Design-Builder's construction cost opinion.
 - (c) Update of Design-Builder's Project schedule through construction.
 - (d) A list of any categories or proposed categories of subcontractors or suppliers that Design-Builder expects to procure during its Proposal development process.

- (e) An updated letter from Design-Builder's surety or sureties verifying that Design-Builder has bonding capacity required for this Project
 - (f) For the 60% complete Design Documents submittal, Design-Builder shall submit the documents for review; schedule and facilitate a one-day review meeting with County and Program Manager to present the documents and an overview of the updated construction cost opinion and Project schedule; and respond to County and Program Manager review comments. The Design-Builder shall conform to the DeKalb County Department of Watershed Design and Construction Standards with regard to design drawing standards.
- h. General Drawings (90% complete) such as:
 - i. Cover Sheet;
 - ii. Sheet Index;
 - iii. Drawing symbols, numbering, symbols, and abbreviations;
 - iv. Pipe rehabilitation and replacement sizing and material schedules;
 - v. Surveys (100% complete)
 - vi. Site layouts, alignments and plan views (90% complete)
 - vii. Sections, profiles and details (30% complete)
- i. The 60% specifications shall be delivered to the following approximate levels of completion:
 - i. Complete list of specifications.
 - ii. Identification of standard Design-Builder specifications intended for use.
 - iii. Major technical submittals completed to 60% level of design such as piping, manholes, bursting, lining, trenching, etc.
 - iv. The Exhibit 2 *Guide Specifications* provide the minimum requirements for the Project. The Design-Builder is responsible for preparing the final Project Specifications using the Construction Specifications Institute (CSI) format. The technical Specifications shall not make any generalized blanket references to the County's Standards and Guide Specifications, or other State or National standards. If any sections of these standards and specifications are to be included by reference, the Project technical Specifications shall cite specific chapters and/or paragraphs of the reference standards.
 - v. The Design-Builder's services under the Intermediate Design Documents Phase will be considered complete on the date when final copies of the 60% complete Design Documents (and any other deliverables) have been delivered and approved by County, and

County has provided written authorization to execute the Design-Builder for Phase Two Final Design and Construction Services.

D. Basis Permitting, Easement, and Land Acquisition Plan

The Design-Builder shall:

1. Consult with County and Program Manager relative to applicable project permits.
2. Develop a Permitting, Easement, and Land Acquisition Plan. The Design-Builder Permitting Plan shall provide a list of necessary Design-Builder-led permits in which the Design-Builder will obtain the permit from the respective permitting agency. The Permitting Plan should cover activities occurring during Project execution, including a schedule for permit development, submittal, and anticipated approval. The Design-Builder Permitting Plan shall also identify permits or permitting activities that will require information, submittals, or coordination with the County and Program Manager. Permit applications and notices required by regulatory agencies including but not limited to, the Army Corps of Engineers, the Georgia EPD, and GDOT shall be prepared by the Design-Builder for submittal by the County to the appropriate agencies. The Design-Builder will be responsible for the preparation of permitting documentation to be provided along with the permit application. Permits that are influential to critical path elements for the delivery of the design or construction should be identified.
3. The Design-Builder's Easement and Land Acquisition Plan shall identify all parcels along with areas of easements necessary to perform the work. Refer to the County's Department of Watershed Management Design and Construction Standards located online at www.dekalbwatershed.com under the Engineering and Construction Management Services (ECMS) section for information regarding easement requirements. The County will procure a separate firm to complete title work and appraisals associated with easement acquisition. The Design-Builder will be responsible for development of construction and permanent easement plats and legal descriptions.

E. GMP Cost Proposal Development

1. Design-Builder shall submit a Cost Proposal(s) for the completion of the Work, or portions of the Work, to County with the Basis of Design Report and the 60% Design Submittal in accordance with Attachment B- *Cost Model Guidelines*.
2. The Cost Proposal submitted with the 60% Design Submittal milestone shall include design and construction costs associated with rehabilitation recommendations arising from sanitary sewer assessment work identified for completion by the Design-Builder in Exhibit 1 - *Technical Drawings*.
3. During the Proposal Development process, Design-Builder may procure Subcontractors and Suppliers for those categories agreed upon by the County during the Design Document Phase Services.
4. Design-Builder shall conduct any Subcontractor or Supplier proposal process on an "open book" basis, and shall allow County to observe the receipt and analysis of all proposals. Design-Builder shall, in general, follow procedures under DeKalb County

Purchasing Policy and Georgia Public Work Law for solicitation of offers for construction services applicable from Subcontractors and suppliers. Copies of all subcontracts, including all modifications and/or revisions to the County within five (5) business days from issuance.

5. Design-Builder may select certain Subcontractors without going through the proposal process as required above if it first obtains County's written consent, which may be withheld at County's discretion.
6. Design-Builder shall not employ any Subcontractor or Supplier against whom County may have reasonable objection. Design-Builder shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any work against whom Design-Builder has reasonable objection.
7. The Design-Builder may use one of the following options listed below to procure all subcontracts and supplies where the quotations are expected to exceed \$50,000. The Design-Builder shall furnish copies of all subcontracts, including all modifications and/or revisions to the County within five (5) business days of issuance.
 - a. Design-Builder shall invite at least four (4) proposers, if practical, and endeavor to receive a price quotation from at least (3) firms for all subcontracts and supplies where price quotation is expected to exceed \$50,000. If Design-Builder is unable to obtain price quotations from at least three firms, the Design-Builder shall provide documentation acceptable to the County documenting the firms solicited for the price quotation. Unless otherwise authorized by the County, the Design-Builder shall furnish copies of quotations to County for review prior to award.
 - b. The Design-Builder may select certain Subcontractors without solicitation of price quotations from other firms if the Design-Builder first obtains County written consent.
8. Design-Builder's Proposal(s) shall include the following, unless the parties mutually agree otherwise.
 - a. A proposed Guaranteed Maximum Price ("GMP"), which shall be the sum of:
 - i. Design-Builder's Fee. The Design-Builder shall include the proposed professional services scope and fee for all remaining professional services to be performed during Phase Two: Final Design and Construction Services. This may include, but is not limited to the following: final design services, permitting assistance, engineering services during construction, materials testing during construction, and project close-out.
 - ii. The estimated Cost of the Work, inclusive of any Direct Costs, Design-Builder's Contingencies, and Indirect Costs.
 - b. Included with the Proposal(s) shall be a written statement of its basis, which shall include:

- i. A complete list of the Design Documents, including drawings and specifications, which were used in the preparation of the Proposal and are the baseline for the final design to be performed under the Design-Build Agreement.
 - ii. A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal(s), which list is intended to supplement the information contained in the drawings and specifications;
 - iii. To the extent not already established, the Scheduled Substantial Completion Date upon which the proposed GMP is based, and a Project Schedule upon which the Scheduled Substantial Completion Date is based;
 - iv. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
 - v. If applicable, a schedule of alternate prices;
 - vi. If applicable, a schedule of unit prices;
 - vii. If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);
 - viii. The amount of contingency included in the GMP;
 - ix. A list of Subcontractors and Suppliers whose proposals have been accepted;
 - x. An updated letter from its surety or sureties verifying that Design-Builder has bonding capacity in the amount of the GMP; and
 - xi. The time limit for acceptance of the GMP Cost Proposal(s), which shall be no less than 60 calendar days.
- c. After submission of a GMP Cost Proposal, Design-Builder and County shall meet to discuss and review the Proposal, negotiate in good faith, and attempt to reach agreement on the terms of the Proposal. Design-Builder shall provide such information as County may reasonably request relative to the Proposal, with the understanding that all information that formed the basis for the GMP shall be available to County on an “open book” basis.
- d. If the parties are unable to reach an agreement on the Cost Proposal within the time limit for acceptance specified in the Proposal, as may be extended by the mutual agreement of the parties, the Proposal shall be deemed withdrawn and of no effect. In such event, County and Design-Builder shall meet and confer as to how the Project will proceed, with County having the following options:
 - i. County may declare the Proposal development completed and authorize Design-Builder to continue to advance the final design of the Project as an amendment to the Design-Build Agreement or as an Additional Service, as applicable; or

- ii. County may terminate the relationship with Design-Builder and proceed to exercise its available options to perform the final design and construction with parties other than Design-Builder.

F. GMP Phase One Design Support Services and Allowance

1. The Phase One Allowance lump sum amount provided on Form F.1 of Attachment F Cost Element Proposal is set forth to cover costs associated with design support services necessary to complete Phase One Design and GMP Development. Design-Builder shall submit scope and cost quotations for design support services to the County which shall be subject to approval prior to performance of the work. These activities shall be expensed at direct cost. Design support services covered by the Phase One Allowance lump sum amount shall include the following:
 - a. Subsurface Utility Engineering (SUE) services as required to confirm existing condition information such as geospatial location (alignment), connectivity, material size, invert/rim elevations and locations for any assets proposed for replacement. Subsurface Utility Engineering services must be provided by a GDOT prequalified contractor.
 - b. Additional sewer assessment activities as needed excluding those identified in Exhibit 1: Technical Drawings. Where applicable, costs for performing additional sewer assessment activities shall be based exclusively on the unit prices provided on the Unit Price Form included in Attachment F: Cost Element Proposal.
 - c. Topographic surveys and geotechnical services as determined necessary by the Design-Builder to confirm the suitability of the proposed rehabilitation design. At a minimum rehabilitation designs requiring the new installation or replacement of manholes or pipes shall require topographic surveys.
 - d. Other exploration, testing, and analyses that may be required to determine the suitability of the design including but not limited to soil corrosivity analyses and environmental surveys.
 - e. Surveying services required for easement acquisitions including the development of plats and legal descriptions necessary to support the County obtaining required easements.

II. PHASE TWO: FINAL DESIGN AND CONSTRUCTION SERVICES

Following successful negotiation of the GMP, the County will issue another Work Authorization for the Final Design and Construction Phase of the project, Phase Two.

A. Final Design Phase

As part of Final Design Phase services the Design-Builder shall complete the following:

1. Prepare Final Project Drawings and Specifications that have gone through the Engineer's quality assurance process. The Final Project Drawings and Specifications shall be signed and sealed by a Professional Engineer licensed in the state of Georgia and shall indicated in sufficient detail the extent and character of the Work to be performed and furnished by the Contractor. In preparing the Final Project Drawings and Specification, the Design Builder shall perform the following, at a minimum:

- a. Perform a constructability review alongside the County's designated Construction Manager.
 - b. Incorporate revisions in accordance with comments and instructions from the County.
 - c. Incorporate revisions to meet the requirements of all governmental authorities having jurisdiction to review and approve the final design or permit the Work.
 - d. Prepare final design calculations. Final calculations shall be recorded neatly, kept in an orderly fashion for ease in review, and suitable for a permanent record of the design work.
 - e. Develop permit applications and provide supporting documentation in accordance with the applicable regulations.
 - f. Perform complete design services as required for data and recommendations developed from sanitary sewer assessments performed as part of Phase One Design and GMP Development.
2. The County reserves the right to prioritize and approve the final design of specific project areas and/or the final design of certain construction services tasks and to issue early work packages for construction for these project areas and/or construction services tasks in order to initiate construction as soon as possible and to expedite completion of the Project.

B. Services During Construction

1. The services to be provided during construction are expected to include the following:
 - a. Construction Services - build improvements as described in the specific work authorization and provide management and administration of the construction phase obligations. Construction Phase scope of work will include monthly progress/construction meetings; management of subcontractors (contracts, insurance, and bonds); preparation of payment requests; coordination and regular meetings and correspondence with the County; shop drawing and test reports submittal and tracking; tracking of Request for Information and/or clarifications (RFI's); document filing and storage; preparation of record drawings; testing and commissioning; project close-out; and warranty administration through the warranty period.
 - b. Project Schedule – develop and manage a construction phase schedule using approved scheduling software. Monthly monitoring, updating and reporting will be required.
 - c. Project Budget Reporting – preparation of a project construction budget and monthly monitoring, updating and reporting. Cash flow projections will also be required for the construction phase of the project.
 - d. Permitting – tracking of permit compliance, all required regulatory notifications and reporting, and proper closeout as required per the Design-Builder Permitting Plan.
 - e. Additional services shall include but are not limited to:

- i. Design-Builder shall comply with all County and industry construction standards and best practices.
- ii. Design-Builder shall comply with all regulatory and environmental mitigation requirements.
- iii. Design-Builder shall install all gravity sewer collection system replacement.
- iv. Design-Builder shall implement the approved construction quality control program.
- v. Design-Builder shall be responsible for receiving customer complaints and immediately notifying the County and its designated representatives. Design-Builder shall further be responsible for resolving the complaints to the satisfaction of the County.
- vi. Design-Builder shall be responsible for coordinating all utility relocates. The utility owner shall be responsible for the cost of relocating utilities within the County and GDOT rights-of-way.
- vii. Design-Builder shall give all notifications to the Public including community notices as well as individual notices and shall comply with all laws and ordinances. Design-Builder shall work with the County Community Outreach Team and shall obtain prior approval from the County prior to distributing notices.
- viii. Design-Builder shall comply with the County's standard work hours between the hours of 8:00 AM and 5:00 PM, Monday through Friday except for defined holidays. County approval shall be required to work outside of the County's standard work hours/days. The Design-Builder shall comply with GDOT requirements for defined work hours and days for work impacting roadways. Lane closures will only be permissible between the hours of 9:00 AM and 4:00 PM, except as directed by the County.
- ix. Design-Builder shall be responsible for all Safety requirements.
- x. Design-Builder shall be responsible for all hazardous conditions and/or hazardous materials.
- xi. Design-Builder shall be responsible for all costs associated with QA/QC testing.
- xii. Design-Builder shall provide assistance with County-procured materials, if needed.
- xiii. Design-Builder shall furnish, store, and protect all materials necessary to complete the Work.
- xiv. The Design-Builder shall provide land and easement acquisition services, as needed, to assist the County in procuring the required easements for the Work.
- xv. The Design-Builder shall provide as-built drawings documenting all as-built construction in conformance with Attachment O Standard Design Build Agreement.

III. TECHNICAL STANDARDS

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

1. DeKalb County's Department of Watershed Management Design and Construction Standards (latest edition) as available at www.dekalbwatershed.com under the Engineering and Construction Management Services (ECMS) section.
2. Georgia Environmental Protection Division Minimum Standards for Public Water Systems (latest edition)
3. GDOT Standard Specifications Construction of Transportation Systems (latest edition)
4. Manual on Uniform Traffic Control Devices (latest edition)
5. Codes adopted and enforced by DeKalb County:
 - a. International Plumbing Code, 2012 Edition, with Georgia Amendments
 - b. International Fire Code, 2012 Edition, with Georgia Amendments
 - c. International Energy Conservation Code, 2009 Edition, with Georgia Supplements and Amendments
 - d. 2012 NFPA 101 Life Safety Code with all Georgia State Amendments
 - e. Georgia Accessibility Code Chapter 120-3-20, as amended
 - f. 2010 ADA Standards for Accessible Design

END OF ATTACHMENT A

ATTACHMENT B

COST MODEL GUIDELINES

(consisting of 8 pages)

I. Introduction

- A. As part of performance of the Phase One: Design and GMP Development Services Fee (Technical Exhibit Phase), the Design-Builder shall prepare, at each milestone set forth in this Article, a Cost Estimate Submittal for Phase Two of the Project (Cost Plus GMP for Construction). This Attachment B describes the requirements that the Design-Builder shall follow to prepare its Cost Model and the Cost Estimate Submittals. Each Cost Estimate Submittal shall represent an “open-book” cost estimate detailing both the direct and indirect cost components.
- B. Cost Estimate Submittal at each milestone shall be submitted to the County for review and comment. The County shall either:
 - 1. Accept the Cost Estimate Submittal;
 - 2. Accept the Cost Estimate Submittal with exceptions that the Design-Builder will need to incorporate in subsequent Cost Estimate Submittal (i.e., the cost estimate with the next design submittal); or
 - 3. Reject the Cost Estimate Submittal for additional refinement or development to meet the County’s requirements.
- C. Cost Design-Builder will be required to provide a Cost Estimate Submittal with the following milestones:
 - 1. Basis of Design (BOD) Report;
 - 2. 60% Design Submittal.
- D. Upon acceptance by the County of the Cost Estimate Submittal provided at the 60 percent Design Submittal milestone, the Design-Builder will be directed to prepare a Guaranteed Maximum Price (GMP) Submittal. The GMP Submittal requirements shall be in accordance with Attachment A (Scope of Services for Phase One: Design and GMP Development) of the Design-Build Agreement. Payment for final design and construction services shall be based upon the schedule of values in the Design-Builder’s Cost Model as approved by the County.

II. Cost Estimate Submittal Requirements

- A. Organization of the Cost Estimate Submittal
Design-Builder shall prepare each Cost Estimate Submittal containing the following components in the following order:
 - 1. Cost Estimate Summary Memorandum
 - 2. Attachment 1 – Cost Model
 - 3. Attachment 2 – Assumptions and Exclusions
 - 4. Attachment 3 – Subcontractor and Supplier Estimates and/or Bids

5. Attachment 4 – Professional Services During Final Design and Construction Support Information
 6. Attachment 5 – Allowance Items
 7. Attachment 6 – Design-Builder Contingency Costs Support Information
 8. Attachment 7 – Start-up, Commissioning, and Acceptance Testing Costs Support Information
 9. Attachment 8 – Updated Letter from Surety
 10. Attachment 9 – Updated Final Design and Construction Schedule
- B. Design-Builder shall provide two (2) paper copies of each Cost Estimate Submittal in 3-ring binders or other appropriate format, as well as provide one (1) CD-ROM or flash drive containing an electronic copy in Adobe PDF format.
- C. A Cost Estimate Submittal Review Memorandum will be provided from the County to Design-Builder that will include the County's comments regarding the Cost Estimate Submittal, and whether the County accepts, accepts with exceptions, or rejects the Cost Estimate Submittal. A meeting will be held to discuss the County's review comments, as well as how the Design-Builder intends to address such comments and incorporate those comments into either a revised Cost Estimate Submittal or the subsequent Cost Estimate Submittal (i.e., the cost estimate with the next design submittal).
- D. The following subsections describe in detail the information to be provided within each Cost Estimate Submittal component.
1. Cost Estimate Summary Memorandum

The Cost Estimate Summary Memorandum shall consist of a narrative summary of the cost estimate that includes, at a minimum, the following:

 - a. Summary of costing activities since the previous Cost Estimate Submittal.
 - b. Changes subsequent to the previous cost estimate and reasons for the changes. Changes should be clearly denoted between the current cost estimate and the prior cost estimate.
 - c. Response to County's comments on prior Cost Estimate Submittal.
 - d. List of proposed major equipment with the procurement status for each. The procurement status should include supplier pre-qualification activities and suppliers pre-qualified to date.
 - e. List of proposed construction package subcontracts with the procurement status for each. The procurement updates should include subcontractor pre-qualification activities and subcontractors pre-qualified to date.
 - f. Current contingency value and the approach to determining the value.
 - g. A cost summary table similar to Table A-1. The Total Design-Build Cost is the cost that Design-Builder estimates to complete the Final Design and Construction. The Total Design-Build Cost will be the basis for the Base Guaranteed Maximum Price presented in the GMP Submittal.

Table A-1. Design-Builder Cost Summary*DeKalb County - Gravity Sewer System Rehabilitation, Replacement and Construction*

Cost Element	Basis of Design	60% Design
<i>Direct Costs</i>		
Construction Costs		
Allowances		
<i>Subtotal Direct Costs (A)</i>		
<i>Design-Builder Contingencies</i>		
Escalation		
Design-Builder Risks		
Scope Gap/Exclusions		
<i>Subtotal Design-Builder Contingency (B)</i>		
<i>Indirect Costs</i>		
General Conditions Payment		
Start-up, Commissioning, & Acceptance Testing		
Insurance		
Bonds		
Sales Tax		
<i>Subtotal Other Indirect Costs (C)</i>		
<i>Design-Builder Fee (D)</i>		
<i>Phase Two Professional Services</i>		
Final Design		
Engineering Services During Construction		
Materials Testing During Construction		
Other Professional Services During Construction		
<i>Subtotal Professional Services (E)</i>		
<i>Total Design-Builder Cost (A+B+C+D+E)</i>		

2. Attachments

The Design-Builder shall update the attachments described below at each milestone to reflect design progression and refinement of Project during *Phase One: Study and Technical Exhibits Phase* services. Such attachments shall be included in the GMP Submittal.

a. Attachment 1 – Cost Model:

- i. An example cost model format is provided in Table A-2. The example is not intended to indicate all cost items associated with the work. Likewise, the cost model format provided by Design-Builder does not need to match the example exactly; however, it should conform to the level of detail and intent reflected in the example.
- ii. The direct costs shall be organized by each project area as defined in the Project Drawings provided in the RFP package. The project area designations will be agreed upon by both the County and Design-Builder.
- iii. Attachment 1 shall include a line item cost breakdown of all Design-Builder costs, including all labor, materials, subcontractor, and supplier cost elements consistent with Association for the Advancement of Cost Engineering - International (AACEi) practices. The organization of the Design-Builder's cost model shall follow the organization of Table A-2 such that all direct costs, professional services costs during Final Design and Construction, other indirect costs, etc. are accurately accounted for.
- iv. For work performed by the Design-Builder (i.e., self-performance), direct costs should be distinguished as such and should be presented by Division in conformance with the Construction Specifications Institute (CSI) Master Format, latest edition.
- v. For work not performed by the Design-Builder (e.g., competitively bid, subcontracted or vendor supplied), corresponding direct costs should be delineated as such and do not have to be presented in the CSI format. If a quote or bid is received for a particular cost element (e.g., major equipment, subcontracted work package), the cost model line item shall correspond to the quotes and bids provided in Attachment 3 of the Cost Estimate Submittal (ex., line item cost for concrete material shall correspond to the bid price provided by selected concrete supplier). Line item costs shall include all applicable taxes and fees.
- vi. The total cost reflected in the cost model shall equal the Total Design-Builder Cost provided in the Cost Estimate Summary Memorandum.

Table A-2. Example of Cost Model Format*DeKalb County - Gravity Sewer System Rehabilitation, Replacement and Construction***PROJECT 2 CALADIUM DRIVE**

Item Number	Work Element Description	Takeoff Quantity	Labor Cost/Unit	Labor Quantity	Labor Price	Material Cost/Unit	Material Quantity	Material Price	Subcontractor Cost	Total Cost
Division 01 – General Requirements										
01045	Cutting and Patching									
01060	Regulatory Requirement									
01510	CCTV Inspection 8” and Smaller Diameter Pipe									
01520	Sewer Flow Control									
Subtotal Division 01										
Division 02 – Site Work										
02500	Cured-In-Place Pipe, 8” Diameter									
02500	Robotic Reconnection of Existing Service Laterals									
02523	External Point Repair, 6” to 15” PVC, Up to 15 LF Repair, 4’ to 8’ Depth									
02537	Replace Existing with DIP, 8” Diameter, 0’-8’ Depth									
02542	Silt Fence									
02700	Concrete Pavement Repairs									
02710	Concrete Curbs, Gutters, and Sidewalk Repairs									
Subtotal Division 02										
Division 03 – Concrete										
03300	Cast-in-Place Concrete									
Subtotal Division 03										

- b. Attachment 2 – Assumptions and Exclusions:
 - i. Attachment 2 shall include a list of all assumptions, clarifications, and exclusions that Design- Builder used to determine the project costs.
 - ii. Assumptions, clarifications and exclusions which are contrary to an express contract term shall not be used in interpreting the rights and obligations of the Parties under the Preliminary Services Agreement.
- c. Attachment 3 – Subcontractor and Supplier Estimates and/or Bids:
 - i. Attachment 3 shall include a copy of all subcontractor and supplier quotes or bids received by Design-Builder. The quotes and bids shall be organized by Project Area/Number. A summary sheet shall be provided for each quote/bid package listing the supplier/subcontractor that provided quotes/bids, the price from each quote/bid, the supplier/subcontractor selected or recommended, the reason for selection (i.e., low bid, best-value, etc.), and any scope deficiencies (scope gap/exclusions) and corresponding cost estimate for the deficiencies (as estimated by the Design-Builder). One summary sheet can be used for each quote/bid package. Quotes and bids from respective subcontractors and suppliers shall explicitly describe the scope of services associated with the quote or bid (including assumptions, exclusions, and clarifications), and shall include a quantity and unit price breakdown of primary work elements.
 - ii. It is expected that as the design progresses (e.g., BOD to 60% Design Submittal) most supplier and subcontractor bids will be obtained by Design-Builder, rather than estimates/quotes, and will be used as the basis for the Cost Estimate Submittal.
 - iii. In the case of County directed sole-source procurement, which may be procured from a sole-source by the Design/Builder without receiving three (3) competitive bids, the Design/Builder shall provide documentation listing the purchase price of three (3) similar systems procured within 24 months.
- d. Attachment 4 – Professional Services During Final Design and Construction Support Information:
 - i. Attachment 4 shall include the proposed professional services scope and fee for all remaining professional services to be performed during Phase Two: Cost Plus GMP for Construction. This may include, but is not limited to the following: final design services, permitting assistance, engineering services during construction, materials testing during construction, and project close-out. Third party testing laboratory services (materials testing during construction) shall be selected by the Design-Builder and shall be subject to approval by the County and/or the County's Representative. The Design-Builder shall provide proposed costs for materials testing during construction with the cost estimate submittal.
 - ii. Percentage estimates for various Phase Two professional services tasks may be provided with the Cost Estimate Submittal for the BOD. Further Cost

Estimate Submittals (60%) shall provide an estimate of labor hours and other direct costs associated with the provided professional services scope.

e. Attachment 5 – Allowance Items:

- i. Attachment 5 shall include a detailed description of each allowance item proposed by Design- Builder along with a proposed cost for each allowance item. Each allowance item description shall consist a summary description of the allowance item, an itemized list of scope items included within allowance item, and any specific and applicable exclusions to allowance item.

f. Attachment 6 – Design-Builder Contingency Costs Support Information:

- i. Attachment 6 shall include a breakdown of Design-Builder contingencies consisting of:
 - (a) Escalation of materials and goods;
 - (b) Design-Builder risks; and
 - (c) Scope gap/exclusions not included as part of the construction costs (i.e., direct costs for self-performance, subcontracted, or supplier work).
- ii. Attachment 6 shall contain all financial and probability-of-occurrence analysis and other support information that was used by Design-Builder to determine the value of the contingencies.
- iii. For escalation contingencies, the Design-Builder shall detail the escalation approach and methodology used for determining materials and goods escalation over the project duration. Escalation for equipment, supply contracts, and subcontracts should not be included within the escalation contingency if such costs were included within the subcontract and equipment packages (e.g., proposers were required to include escalation in its pricing).
- iv. For Design-Builder risk contingencies, a risk register in accordance with Attachment A, *Scope of Work* for the Technical Exhibit Phase Services and/or risk model of all project risks assumed by Design- Builder shall be included with a corresponding monetary value associated with each risk. The risk register and/or model shall include risk description, risk likelihood/probability, consequence of occurrence (monetary value/cost), mitigation approach, and risk assignment. A copy of the risk model will be provided to the County.
- v. For scope gap/exclusions contingencies, the Design-Builder shall detail omissions not included within equipment or subcontracted packages. Scope gap/exclusions may include known deficiencies or issues with a package that do not conform to Design-Builder or County specifications/requirements. Scope gap/exclusions should be delineated by facility/area and/or bid package.
- vi. The monetary value of the contingencies shall equal the Design-Builder Contingency amount provided in the Cost Estimate Summary Memorandum.

- g. Attachment 7 – Start-up, Commissioning and Acceptance Testing Costs Support Information:
 - i. Attachment 7 shall include information to support the start-up, commissioning, and acceptance testing costs provided in the cost model.
 - ii. The Design-Builder shall provide an organizational chart of its start-up, commissioning and acceptance testing staffs; a conceptual plan for performing these activities; and person-hour and cost analysis for the associated activities. Include costs information for development of the Operations and Maintenance Manuals by the Design-Builder.
 - iii. The Design-Builder shall provide the costs elements for warranty periods following substantial completion.
- h. Attachment 8 – Updated Letter from Surety
 - i. This attachment shall include an updated letter from the surety (or sureties) verifying that Design-Builder has sufficient bonding capacity available for the Project based on the current cost estimate.
 - ii. An updated letter from the surety is not required for the Cost Estimate Submittal with the BOD.
- i. Attachment 9 – Updated Final Design and Construction Schedule:

Attachment 9 shall include an updated summary-level (i.e., roll-up) schedule for the Design- Build Phase (Phase Two) in accordance with Attachment A, *Scope of Work* for the Technical Exhibit Phase Services that should be consistent with the completion durations included in the cost model all direct costs (by facility/area) and indirect costs (i.e., General Conditions).

END OF ATTACHMENT B

ATTACHMENT C

Sewer Rehabilitation Design Guidance

**DeKalb County Department of Watershed
Management (DWM)**



July 2016

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1.Introduction

Sewer rehabilitation methods are utilized to restore or replace aging or failing sewer systems. If implemented properly, rehabilitation methods have the potential to restore sewer systems to operate for decades beyond their intended lifespan. This document provides guidance principles for the design of sewer rehabilitation projects associated with the DeKalb County Department of Watershed Management's (DWM) various sewer system programs. This document is intended to serve as a guidance tool for Design Build (DB) Engineers involved in DWM's sanitary sewer rehabilitation design projects. The design guidelines are applicable to gravity sewers and their appurtenances. In addition, all applicable DWM standards and specifications and local, state, and federal rules and regulations shall be followed.

DWM has made preliminary rehabilitation recommendations on what technology appeared appropriate based on the finding of one or more common condition assessment technologies (that included CCTV) to arrive at each recommendation. DWM will provide the DB Engineer access to these assessment results and separately may provide additional instructions on performing predesign investigations at specific locations that may be recommended or required of the DB Engineer.

The DB Engineer shall confirm whether DWM's preliminary recommended rehab methodology is appropriate if after the DB Engineer has reviewed the condition assessment information provided by DWM and after any additional field assessments or investigations performed by the DB Engineer. In either instance, the DB Engineer is encouraged to use initiative, professional engineering judgment, and professional experience for each design project.

The DB Engineer shall consider the methods and materials stated in the guidance principles and documents as minimal design requirements. Where the DB Engineer accepts DWM's recommendations and guidance requirements, the DB Engineer implies that due-diligence and engineering practice has been exercised by the DB Engineer to supports the DB Engineer's design decisions.

2.Sewer Rehabilitation and Repair

The following guidance is intended to aid the DB Engineer review criteria for selecting the appropriate rehabilitation (includes replacement) methodology. The DB Engineer should, however, review the project rehabilitation methodology selection process holistically and select a methodology for a segment(s) that could exceed the quality and life cycle expectation of the majority of the adjoining selected rehab methodologies; e.g. particularly when the selection results in rehabilitation consistency and expediency.

Preliminary rehabilitation recommendations developed by the County were developed from program logic built within Innovyze InfoMaster. The DB Engineer is not required to acquire or use the software to complete the rehabilitation design effort. However, the DB Engineer may find the software beneficial for viewing and analyzing CCTV data sets. For reference, the County currently operates with InfoMaster Version 7.

Sewer Cured In Place Pipe (CIPP) Implementation

CIPP shall not be used if major infiltration/inflow is observed in the pipe.

CIPP shall be considered when there is only light infiltration (seepage) into the pipe. CIPP shall be considered where offset pipe joints are generally 1 inch or less.

CIPP shall be considered where longitudinal or circumferential cracking in the pipe has caused minimal structural deformation.

CIPP shall only be used where light to medium roots exist through the pipe joints and can be removed by interior cutting.

CIPP shall be used where sags in the pipe are less than 60% percent of the pipe diameter. When considering sags within the range between 30% and 60%, the sag shall be repaired if it is in the proximity of a recorded overflow or significantly impacting the overall capacity of the sewer system and is deemed by the Engineer to be contributing to the overflow.

CIPP shall be used only where debris can be removed from the pipe.

CIPP shall not be used where holes in the pipe have large visible voids (i.e., no soil visible outside the hole) unless the CIPP thickness is designed for fully deteriorated conditions. Larger holes allow CIPP liners to deform and weaken near the edges of the hole.

CIPP shall be used only where all protruding service laterals have been properly repaired prior to CIPP installation.

CIPP shall not be used on non-porous pipe materials such as PVC and HDPE. CIPP shall be used only where existing point repairs are in good condition with minimum settlement, flow restriction, offsets, and structural deformations.

CIPP shall not be used when four or more point repairs are necessary prior to installation. Refer to the Point Repair Implementation Criteria section.

CIPP shall be used when the host pipe has severely exposed surface aggregate.

All laterals shall receive a top hat CIPP lateral lining when the mainline is CIPP lined, unless the lateral is to be replaced due to a required repair. Laterals which have a diameter change within the first 3 feet from the connection to the mainline or offset joint shall be replaced before a top hat can be installed.

Point Repair Implementation

Sewer point repairs are defined as the actual length of pipe replaced, up to and including 15 feet in length.

The Engineer shall carefully consider all point repair recommendations. Point repairs are subject to future settlement and infiltration migration (i.e., migration to an adjacent defect[s]). Therefore, careful engineering judgment is necessary when recommending point repairs.

Pipe defect types and severity that warrant a point repair have been identified in the InfoMaster Defect Code table. The DB Engineer shall adhere to the InfoMaster defect type and severity thresholds when selecting point repairs for the final rehabilitation design.

All necessary point repairs shall be completed prior to CIPP installations.

All necessary point repairs for sags shall be completed prior to either CIPP or pipe burst installations.

Full pipe replacement shall be required when four or more point repairs are required for a pipe segment.

If a point repair is conducted at a lateral connection, the service lateral shall be replaced to the public/private property line. A cleanout shall also be installed at the public/private property line.

Pipe Replacement (Open Cut Method)

The DB Engineer shall adhere to the decision criteria included within InfoMaster when selecting pipe replacement for the final rehabilitation design.

Ductile iron pipe shall be required for all replacement pipe via open-cut construction.

Pipe replacement shall be considered where a portion of the existing pipe is collapsed unless a point repair is appropriate.

Pipe replacement shall be required where the pipe is structurally deformed and the profile of the pipe is lost unless a point repair is appropriate (see Point Repair Implementation).

Pipe replacement shall be considered where heavy roots through pipe joints cannot be removed by interior cutting or by a point repair (see Point Repair Implementation).

Replacement shall also be considered where heavy roots have compromised the structural integrity of the pipe.

Pipe replacement shall be considered where sags are greater than 60% percent of the pipe diameter. When considering sags within the range between 30% and 60%, the sag shall be repaired if it is in the proximity of a recorded overflow or significantly impacting the overall capacity of the sewer system and is deemed by the Engineer to be contributing to the overflow.

Pipe replacement shall be considered where sinkholes are above or within close proximity of the pipe.

Pipe replacement shall be considered where holes with visible voids (i.e., no soil visible outside the hole) exist unless a point repair is appropriate (see Point Repair Implementation).

Pipe replacement shall be required where a storm sewer is connected directly to the sewer system unless a point repair is appropriate (see Point Repair Implementation).

Where a pipe segment is replaced, service laterals shall also be replaced up to the property line and reconnected to the sanitary sewer main. A cleanout shall also be installed at the property line on all laterals being replaced. It shall be the DB Contractor's responsibility to identify active service lateral connections through measures including, but not limited to, CCTV inspection or review of existing CCTV information where available. The DB Contractor shall coordinate with the Owner to identify inactive service lateral connections and to further determine whether such connections should be included for reinstatement.

Pipe Bursting Implementation

Pipe bursting may be implemented when cost effective or extenuating circumstances limits pipe replacement (open cut) as a viable alternative (i.e., heavily traveled roadways, narrow servitudes, etc.).

Pipe bursting is most feasible in clay soil with unconfined compression strengths less than 2 tons per square foot and above the groundwater table. Pipe bursting is less feasible in rock trenches.

Pipe bursting shall not be implemented under railroads, buildings, or structures.

Pipe bursting is routinely used for pipe sizes less than or equal to 12-inches in diameter, up to 12 feet in depth, burst lengths up to 350 feet, and for up to two pipe diameter up-sizes. Sewer depths up to 18 feet, pipe sizes up to 18-inches in diameter, greater than one pipe diameter up-size, or up to 450 feet in burst length can cause moderate difficulty. Pipe bursting is generally not allowed for sewers deeper than 18 feet, more than 24-inches in diameter, more than two pipe diameter up-sizes, and burst lengths greater than 450 feet.

Pipe bursting shall not be used when the existing pipe has sags greater than 20% or has sags that continue in length for more than 8 feet. Sags create the potential for ground heaving and increase the potential for utility damage.

Pipe bursting is commonly used on clay, non-reinforced concrete, PVC, cast iron, and asbestos-cement pipe. Plastic, steel, and ductile iron pipes require cutting blades. Inter-seam process shall not be allowed.

Pipe bursting replacement pipe shall be high-density polyethylene (HDPE), fusible polyvinyl chloride (FPVC), or ductile iron (DI). Petroleum based material pipe joints shall be fused and cooled prior to bursting.

Minimum cover of the new pipe shall be:

- 10 times the burst displacement
- 3 times the new pipe diameter
- 4 feet below the ground surface
- 3 feet clear from the nearest utility

Pipe bursting shall be used only where it is economically feasible and/or limits the impact of the project on the public. The location and size of the pit(s) shall also be considered.

If pipe bursting is a consideration, the location of potentially “conflicting” waterlines shall be investigated diligently. This may require test pitting to verify clearances between sewer and “conflicting” waterlines.

“Conflicting” natural gas or petro-chemical lines shall be avoided using pipe bursting. A minimum 3 foot clearance shall be required in addition to the approval of the conflicting utility Owner.

Wastewater services shall be excavated, plugged, and pumped prior to pipe bursting and continuously pumped until the services are reconnected.

Pipes encased in concrete shall not be burst. If the encasement has a limited length, excavating and demolishing the encasement and then using the excavation as a launching pit may be considered.

The minimum relaxation period shall be 24 hours. As sewer depth, pipe size, degree of pipe up-sizing and burst lengths increase, the relaxation period shall increase.

Open cut replacement shall be considered when a line to be pipe bursted has 4 laterals every 200 feet.

Slip Lining Implementation

Slip lining shall be used only in special situations with the approval of the DWM or their authorized representative.

Slip lining shall only be used on pipe sizes greater than or equal to 24-inches in diameter.

3.Manhole Rehabilitation and Repair

Manhole Rehabilitation (with Cementitious Lining)

The following guidance is intended to guide the DB Engineer with the implementation of manhole rehabilitation methods in existing sanitary sewer manholes. Manhole rehabilitation shall restore the overall manhole condition by eliminating infiltration, exfiltration, root intrusions, and significant structural defects. Manholes with solely minor defects and no evidence of infiltration beyond normal seepage shall be left as is.

The success of manhole repairs and lining/coating installations are highly dependent on the installer following the recommendations of the product manufacturer regarding activities such as surface preparation, application, and post application testing. Therefore, regardless of the type of manhole rehab approach, the necessary installation qualifications and installation QA/QC procedures must be followed.

In general, the following guidance shall be considered when rehabilitating sanitary sewer manholes.

Brick / Masonry Manholes

Manhole is in good structural condition.

Manhole is relatively shallow (depths generally less than 10 to 15 feet). Manhole is a minimum of 4-feet in diameter.

Manhole has a well-defined bench with positive grade.

Manhole does not have active infiltration (seepage only).

Manhole only has minor defects relating to light infiltration (seepage only) and/or slight to moderate defects such as deterioration of bricks and mortar and minor cracks.

All existing steps shall be cut off, flush, and removed. Steps shall not be replaced.

An internal chimney sealant shall be used in all manholes located in streets.

Pneumatic spray applied cementitious lining shall be used when rehabilitation is necessary.

Concrete Manholes

Manhole is in good structural condition.

Manhole does not have any offset joints greater than 1 inch. Manhole is a minimum of 4 feet in diameter.

Manhole has a well-defined bench with positive grade.

Manhole does not have active infiltration (seepage only).

Manhole only has minor defects relating to light infiltration (seepage only) and/or slight to moderate defects relating to the deterioration of the concrete sidewalls and joints, and cracks and offset joints.

All existing steps shall be cut off, flush, and removed. Steps shall not be replaced. An internal chimney sealant shall be used in all manholes located in streets.

Pneumatic spray applied cementitious lining shall be used when rehabilitation is necessary. Membrane linings shall not be used to repair existing concrete manholes.

In existing concrete manholes with brick cones, the brick cones shall be replaced with pre-cast concrete cone sections, if replacement is required.

Concrete Manholes with Brick/Masonry Cones

This type of manhole shall be evaluated per the Concrete Manhole Criteria above.

Manholes with Interior Drops

If a manhole to be rehabbed has an interior drop, the interior drop shall be removed prior to rehab and then replaced back within the manhole after it is rehabbed. The interior drop pipe supports shall remain in place during rehabilitation.

Composite Manholes

Certain areas of the sewer system will require additional material protection such as the areas subjected to hydrogen sulfide build-up and release into the sewer air space. For instance, flow turbulence in the invert or from steep change of direction in the hydraulic grade lines could release the hydrogen sulfide gas and deteriorate the manhole cementitious components. Composite materials, resistant to hydrogen sulfide attack should be evaluated for these corrosive areas as an option to epoxy lining.

Manhole Rehabilitation (with Epoxy Lining)

Epoxy linings shall be considered where corrosive environments exist. Corrosive environments may be detected during the manhole inspection phase by the detection of hydrogen sulfide gas. Severely deteriorated concrete sidewalls, brick sidewalls, manhole frames, manhole covers, and manhole steps are indicators of a corrosive environment. The same evaluation criteria used for cementitious lining above shall be used for epoxy liners

also. Epoxy liners shall be used, at a minimum, in the two manholes downstream and upstream of the manhole with the force main discharge or in corrosive environments.

Manhole Rehabilitation (Patching)

If a manhole has a localized area(s) requiring repair but the majority of the manhole is in good condition, the area(s) of defect may be patched. However, the Engineer shall consider the condition of the entire manhole when considering patching in lieu of complete manhole rehabilitation.

A trough shall be built or repaired for manholes which do not have a trough or have a defective trough.

Manhole Cleaning

Manhole cleaning shall only be recommended to remove large debris, such as large rocks, concrete, construction debris, other heavy/bulky debris, etc. Cleaning shall not be recommended for manholes with minor dirt/debris on the bench or in the trough.

4.Manhole Replacement

Manhole Replacement

The following guidance is intended to aid the DB Engineer in determining when manhole replacement is necessary. Replacement shall be considered when rehabilitation methods are not applicable due to the overall condition of the manhole or if sewers are replaced.

Brick / Masonry Manholes

Manhole has structural failure or in generally poor condition.

Manhole is relatively deep (depths generally greater than 10 to 15 feet). Manhole is less than 4 feet in diameter.

Manhole has undefined bench or has a negative grade.

Manhole has moderate to severe infiltration (more than seepage).

Manhole is located in a drainage path or subject to high groundwater conditions.

Manhole has previously been rehabilitated and the rehabilitation has failed. Manhole has service laterals requiring repair or replacement.

Manhole has a connecting mainline requiring replacement. Manhole has tap or heavy roots.

Concrete Manholes

Manhole has structural failure or in generally poor condition. Manhole is less than 4 feet in diameter.

Manhole has undefined bench or has a negative grade.

Manhole has moderate to severe infiltration (more than seepage).

Manhole has previously been rehabilitated and the rehabilitation has failed.

Manhole is located in the drainage path and has evidence of moderate to severe infiltration.

Manhole has a connecting mainline requiring replacement unless a suitable and proper boot connection can be made between the manhole and pipe.

Manhole has tap or heavy roots.

Concrete Manholes with Brick / Masonry Cones/Risers

This type of manhole shall be evaluated per the aforementioned Concrete Manhole Criteria. Brick cones or risers shall be replaced under the following conditions:

- Brick cone or riser has active infiltration.
- Manhole is located in a drainage path.
- Brick cone or riser has structural failure.

5.Lateral Rehabilitation/ Replacement

Lateral Rehabilitation/Replacement

The following criteria are intended to aid the Engineer in determining when lateral rehabilitation or replacement is necessary. This section describes other design considerations as they relate to cleanouts and service lines tied into services line.

Lateral Replacement

Laterals shall be replaced to the property line if any of the conditions are present as described in Section 2: Pipe Replacement (Open Cut Method).

A pipe shall be upsized to 8 inches and a new manhole installed at the upstream end of a 6- inch line which has other services tied into it.

Lateral Rehabilitation

Lateral lining or pipe bursting may be considered if conditions exist which prevent open cut installation. The appropriate criteria described in Section 2: Sewer Cured In Place Pipe (CIPP) Implementation and Section 2: Pipe Bursting Implementation shall be met if either of these installation methods are chosen.

The service connection shall be recut for services tied to main lines which have been lined with CIPP and the previous service was incomplete.

Cleanouts

A manhole in public property shall be installed at the end of a line which is 8 inches in diameter or greater and has a cleanout at the end of the line.

A cleanout shall be installed on a 6-inch line if there is no cleanout at the end of the line.

END OF ATTACHMENT C

ATTACHMENT D
COST PROPOSAL FORM
(consisting of 3 pages)

Submit in a Separate, Sealed Envelope

**DESIGN-BUILD SERVICES FOR GRAVITY SEWER SYSTEM REHABILITATION,
REPLACEMENT AND CONSTRUCTION PACKAGE NO. 3**

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 17-500449 Design-Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 3 – Cost Proposal" 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.

Responder's authorized Agent certifies that all necessary corporate acts have been taken to authorize the Agent to sign this document and that all information provide in Attachment E are an accurate representation of the information the Responder is providing.

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 Authorized Person

Title of Authorized Person

COST ELEMENT PROPOSAL
Submit in a Separate, Sealed Envelope

Form D.1: Bid Item 1 – Phase One Design and GMP Development Services Fee

The Proposer shall complete the following summary table for the Phase One: Design and GMP Development Services Phase as described in Attachment A - *Scope of Work* of the RFP. The RFP includes milestone durations and budgetary information which forms the basis for completing the following summary table.

RFP No. 17-500449 Progressive Design Build Services Gravity Sewer System Rehabilitation, Replacement and Construction– Package #3 Design and GMP Development Services Fee Summary Table				
Phase One: Design and GMP Development Services Fee				Total Amount
1.01 Project Initiation				
1.02 Project Coordination and Management				
1.03 Basis of Design Documents				
1.04 60% Design Documents				
1.05 Permitting, Easement, and Land Acquisition Plan				
1.06 Cost Proposal Development				
1.07 Sewer Assessment as Identified in Exhibit 1: Project Drawings ⁽¹⁾⁽²⁾				
Description	Quantity (Linear Feet)	Unit Price	Total Cost for Line Item	
CCTV Inspection 8" and Smaller Diameter Pipe	14,000			
CCTV Inspection 10" to 15" Diameter Pipe	1,000			
1.08 Phase One Design Support Services and Allowance				\$200,000.00
Total Bid Item 1 - Phase One Design and GMP Development Services Fee				
(2) Proposer shall include unit prices for assessment services outlined in 1.08 of this form, Form D.1. (3) Proposer shall provide sum of “Total Cost for Line Item” and enter in Total Amount column.				

Form D.2: Bid Item 2 – Phase Two: Final Design and Construction Not-to-Exceed Price

Proposer shall provide costs for each Project based on the documents provided in this RFP and attachments. The total cost provided shall be a not-to-exceed price. The Guaranteed Maximum Price will be negotiated at the 60% design level with the selected Design Build Contractor, however the Guaranteed Maximum Price shall not exceed the Phase Two: Final Design and Construction Not-to-Exceed Price submitted with this proposal.

RFP No. 17-500449 Progressive Design Build Services Gravity Sewer System Rehabilitation, Replacement and Construction-Package #3 Phase Two: Final Design and Construction Not-to-Exceed Price	
Phase Two: Final Design and Construction Not-to-Exceed Price	Total Amount
1. Project 1: 3597 Sunderland Circle, AIG4, 1083 Wimberley Road	
2. Project 2: 1576 Nantahalla Court	
3. Project 3: 2312 Clairmont Road, AIG6	
4. Project 4: ASF2, 854 Sheppard Road	
5. Project 5: Snapfinger 214	
6. Project 6: 215 Beaumont Avenue	
7. Project 7: 608 S. McDonough Street	
8. ALLOWANCE - Project 2: 1576 Nantahalla Court– Final Design and Rehabilitation Services Arising from Alternatives Engineering Evaluation	\$300,000
9. ALLOWANCE - Final Design and Rehabilitation Services Arising from Sanitary Sewer Assessments Completed as a part of Phase One Design and GMP Development Services	\$300,000
Total Bid Item 2 - Phase Two Final Design and Construction Not-to-Exceed Price⁽¹⁾	
(1) Proposer shall provide sum of “Total Cost for Line Item” and enter in Total Amount column.	

END OF ATTACHMENT D

ATTACHMENT E PROPOSAL COVER SHEET

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 17-500449 Design Build Services Gravity Sewer System Rehabilitation and Construction-Package No. 3 described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on December 1, 2017 until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT F

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT G

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.

**ATTACHMENT G
DEKALB FIRST LSBE INFORMATION**

EXHIBIT 1

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

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

PRIME PROPOSER_____

SOLICITATION NUMBER: 17-500449

TITLE OF UNIT OF WORK: Gravity Sewer System Rehabilitation, Replacement and Construction Package No.3

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.

**ATTACHMENT G
DEKALB FIRST LSBE INFORMATION**

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 MANDATORY LSBE 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):

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, Felton Williams, Procurement Projects Manager at 404-371-6312.

**ATTACHMENT G
DEKALB FIRST LSBE INFORMATION**

EXHIBIT 1, CONT'D

Bidder/Proposer Statement of Compliance

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

1. Non-Discrimination Policy

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

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit 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

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

Notary Public

My Commission Expires: _____

**ATTACHMENT G
DEKALB FIRST LSBE INFORMATION**

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)

RFP Number: 17-500449

Project Name: Gravity Sewer System Rehabilitation, Replacement & Construction – Package No. 3

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 G DEKALB FIRST LSBE INFORMATION

MENTOR- PROTÉGÉ INITIATIVE

The Mentor Protégé Relationship is required for all projects valued at over \$5,000,000.00. During the term of the contract, the Mentor and Protégé businesses must each provide to the DeKalb First – L S B E P r o g r a m,, a quarterly summary of the mentor skills & training provided to the Protégé, which shall include:

Place Initials Below

1. List the type of collaboration and training to be provided to the protégé to assist in the growth and development of their business. The areas of assistance that are encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.
2. Names and titles of the individuals from the Mentor who are responsible for working directly with the Protégé in the areas identified above.
3. The amount of time, nature and extent of managerial, technical, financial and bonding assistance provided.
4. A summary and explanation of any projects bid on or undertaken by the Mentor-Protégé partnership in the private sector or for a governmental entity other than DeKalb County.
5. Mentor- Protégé teams must submit fully executed written agreements to the DeKalb First – LSBE Program, which clearly delineates the rights and responsibilities of the Mentor and Protégé, comply with any requirements of the DeKalb First LSBE Program as set forth in the eligible project bid documents, and provide that the Mentor- Protégé relationship shall continue for, at a minimum, the duration of the project. Protégé(s) shall agree not to subcontract any of their work to other contractors without the written approval of the Director.
6. Any additional or further information required by the DeKalb First LSBE Program as set forth in bid documents or otherwise.

Mentor

Protégé

(Please initial each line to acknowledge Mentor-Protégé requirements)

Mentor

Protégé

Signature:_____

Signature: _____

Printed Name:_____

Printed Name:_____

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, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring: _____

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please note: We need one form completed for each position that you have available.

DATE: FEDERAL TAX ID:

COMPANY NAME: WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE: CONTACT FAX:

CONTACT E-MAIL ADDRESS:

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

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

WEEKLY WORK HOURS: 20-30 hours ☐ 30-40 hours ☐ Other ☐

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM ☐ TEMP ☐ TEMP-TO-PERM ☐ SEASONAL ☐

PUBLIC TRANSPORTATION ACCESSIBILITY YES ☐ NO ☐

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

☐ CREDIT ☐ DRUG ☐ MVR ☐ BACKGROUND ☐ OTHER _____

Please return form to: Business Solutions Unit (First Source)

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov

FIRST SOURCE JOBS ORDINANCE INFORMATION**EXHIBIT 4****EMPLOYMENT ROSTER
CIP PROGRAM**

Contract Number: _____								
Project Name: _____								
Contractor: _____						Date: _____		
Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

ATTACHMENT I

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project: Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 3

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 3

Name of Project

DeKalb County, Georgia

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 K

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____(hereinafter called the Principal) and _____ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of with its principal offices in the City of _____, _____ and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto DeKalb County, Georgia, in the full and just sum of 10% of the Principal's Proposal good and lawful money of the United States of America, to be paid upon demand of DeKalb County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a proposal for RFP 17-500449 Gravity Sewer System Rehabilitation, Replacement & Construction Package No. 3.

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted within one hundred twenty (120) days of the proposal opening, the Principal shall execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid

DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____ .

PRINCIPAL

By: _____ (SEAL)

Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)

Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

RFP 17-500449

Gravity Sewer System Rehabilitation, Replacement & Construction – Package No. 3

ATTACHMENT L

SAMPLE STANDARD COUNTY CONTRACT

STATE OF GEORGIA

COUNTY OF DEKALB

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

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

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

**ARTICLE 1
THE CONTRACT AND THE CONTRACT DOCUMENTS**

- A. **The Contract:** The Contract between Design/Builder and Owner, of which this Agreement is a part, consists of the Contract Documents. The Contract shall be effective on the date this Agreement is executed by all parties (Owner and Design/Builder).
- B. **The Contract Documents:** The Contract Documents consist of this Agreement and all attachments and exhibits attached hereto and incorporated herein, the proposal document package – RFP No. 17-500449 Design Build Services for the Gravity Sewer System Rehabilitation, Replacement and Construction – Package No. 3, dated October 30, 2017, any Special Conditions issued herewith, the Design Scope Specification, all Design Documents hereafter prepared by Design/Builder and approved by Owner in accordance with this Agreement, Change Orders and Field Orders issued in accordance with this Agreement, any other written amendments executed by Owner and Design/Builder, as well as the following:

Design/Builder’s Proposal dated: _____, 20__.

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

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

- D. **Complete Agreement:** The Contract, together with Design/Builder's and Surety's performance and payment bonds for the Project, if required, constitute the entire and exclusive agreements between Owner and Design/Builder with reference to the Project. The Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.
- E. **Contract Interpreted as a Whole:** The Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be required.
- F. **Provision of All Things Required:** Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.
- G. **Privity Only with Design/Builder:** Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.
- H. **Agreed Interpretation of Contract Terms:** When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.
- I. **Term "Include" Intended to Be Encompassing:** "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation".
- J. **Use of Singular and Plural:** Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- K. **Definition of Material Breaches Not Exhaustive:** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.
- L. **Order of Precedence:** In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, the following shall control:
- (1) As between figures given on plans and scaled measurements, the figures shall govern;
 - (2) As between large scale plans and small scale plans, the large scale plans shall govern;

- (3) As between plans and specifications, the requirements of the specifications shall govern;
- (4) As between this Agreement and the plans or specifications, this Agreement shall govern;
- (5) As between Design/Builder's Proposal and this Agreement, the Proposal shall govern.

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ARTICLE 2

DESIGN/BUILDER'S REPRESENTATIONS

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

- (1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice engineering and architecture, utility contracting, and general contracting by all public entities having jurisdiction over Design/Builder or the Project;
- (2) Design/Builder will maintain all necessary licenses, permits or other authorization necessary to act as Design/Builder for the Project until Design/Builder's duties hereunder have been fully satisfied;
- (3) Design/Builder has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of the Contract;
- (4) Prior to the execution of this Agreement, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has performed such tests, if any, as are necessary to determine the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into the Contract, subject to Paragraph 13(I);
- (5) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.

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ARTICLE 3

REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS

- A. **Generally:** Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Design Scope Specification and the Contract, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. “Design Services” means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. “Design Scope Specification” means the document prepared by Owner dated March 21, 2017 which specifies the general scope of the Design Services to be performed by Design/Builder under the Contract. A copy of the Scope of Design / Build Services is attached hereto as Attachment A and is incorporated herein by reference. The Design / Build Services shall be performed within the time provided by the Design Schedule.
- B. **Owner’s Review of Design Services:** Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to Owner’s Representative for review and approval in accordance with the terms of the Contract. However, any such review or approval by Owner or Owner’s Representative shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. Owner may direct Design/Builder to make changes to any such documents in order to conform such documents to Owner’s objectives. Any such changes by Design/Builder ordered by Owner shall not relieve Design/Builder of its obligations hereunder unless, and only to the extent that, Design/Builder notifies Owner in writing within seven (7) days of receipt of Owner’s directive to make such changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of Design/Builder to submit its notice within said seven (7) day period shall constitute a waiver by Design/Builder of any claim for an adjustment to the Design Schedule or the Contract Time.
- C. **Preparation of Site Information:** Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines.
- D. **Retention of Geotechnical Consultants:** In preparing the Design Documents, Design/Builder shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Design/Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of its geotechnical consultant.
- E. **Quality of Design Services:** Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. The standard

of care for all Design Services shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Design/Builder shall, while working within such standard of care provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all testing and inspections required by the standard of care and by governmental authorities having jurisdiction over the Project.

- F. **Coordination with County's Separate Contractors:** Design Builder acknowledges that the County intends to engage separate contractors to perform work adjacent and connected to the Project Work. Design/Builder shall cooperate with the County to ensure the efficient coordination with County's separate contractors. Such cooperation shall include, but is not limited to, attending coordination meetings, sharing of schedule and layout information, as well as further reasonably requested integration functions.
- G. **Compliance with Laws and Regulatory Requirements:** In providing Design Services, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.
- H. **Laws and Regulations:** The Design/Builder's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, including the Consent Decree dated December 20, 2011 entered into by and between the County, the EPA, and the EPD, shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Design/Builder shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and County in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, Design/Builder shall herewith report the same, in writing, to the Owner. Design/Builder shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any such law, ordinance, regulation, order, or decree, whether by Design/Builder or by Design/Builder's employees.
- I. **Applicable Requirements:** The work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the County, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and/or regulations shall prevail. If the Design/Builder performs any work knowing

it to be contrary to such codes, laws, or regulations, and without such notice to the County, Design/Builder shall assume full responsibility therefor and shall bear any and all costs necessary to correct the Work.

- J. **Duty to Correct Errors:** Design/Builder shall, without additional compensation, immediately correct any failure of the Design Services and Design Documents to satisfy the standard of care.
- K. **Schedule of Design Services:** Design/Builder shall submit for Owner's approval the Design Schedule for the performance of Design/Builder's Design Services which shall include allowance for the agreed upon time allocated in the Proposal (if any) or other duration mutually agreed upon between the parties reasonable time required for Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule, when approved by Owner, shall not, except for good cause, be exceeded by Design/Builder. Should Design/Builder at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall promptly notify Owner's Representative in writing. In such notice, Design/Builder shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

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ARTICLE 4

PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

- A. **Determining The Project Objectives:** Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project including, but not limited to, any design, construction, coordination with County's separate contractors, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specification.
- B. **Report on Project Requirements and Objectives:** Based on its study and analysis, and no later than ten (10) days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Agreement.

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ARTICLE 5

PRELIMINARY DESIGN

A. Time For Preliminary Design: Not later than eighty four (84) calendar days after the Notice to Proceed date the Design/Builder shall review with Owner the written report required by Paragraph 4(B) above, Design/Builder shall prepare and submit to Owner a Preliminary Design for the Project.

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

- (1) Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
- (2) Preliminary drawings which illustrate each exterior view of the Project;
- (3) Preliminary drawings, which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;
- (4) Preliminary drawing and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;
- (5) A written description of the materials and equipment to be incorporated into the Project and the location of same;
- (6) Any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specification and the Contract.

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

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

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ARTICLE 6

DETAILED DESIGN

- C. **Time For Preparation:** Not later than _____ (_____) calendar days after Owner has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) hereinabove, Design/Builder shall prepare and submit to Owner the complete Detailed Design.
- D. **The Detailed Design:** The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.
- E. **Design Documents:** Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully integrated, operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.

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ARTICLE 7

CONSTRUCTION SERVICES

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

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

- (1) Construction of the whole and all parts of the Project in full and strict conformity with the Contract;
- (2) The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
- (3) The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
- (4) The creation and submission to Owner of detailed as-built drawings depicting all as-built construction;
- (5) The furnishing of any required surety bonds and insurance as required by the Contract;
- (6) The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder;
- (7) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

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ARTICLE 8

TIME FOR CONSTRUCTION: THE CONTRACT TIME

- A. **Notice of Commencement:** After Owner has approved the Design Documents for the Detailed Design, Owner shall issue a notice to commence the Work directing Design/Builder to proceed with the Work on the date indicated in the notice (the “Commencement Date”). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.
- B. **Time for Completion:** Design/Builder shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Design/Builder shall substantially complete the Work not later than May 20, 2020 or such other date as may by Change Order be designated (the “Scheduled Completion Date”). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is one thousand, six (1006) calendar days, the “Contract Time”. Design/Builder shall achieve Final Completion of the Work no later than June 20, 2020.
- C. **Contract Term:** As allowed by O.C.G.A. §36-60-15.1, this Contract shall commence immediately upon the execution date. This Contract shall terminate without further obligation on the part of the County, with no further renewals on December 31, 2020 unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Design/Builder in accordance with the terms of this Contract.
- D. **Liquidated Damages For Delay In Substantial Completion:** Design/Builder shall pay Owner the sum of One Thousand dollars (\$1,000.00) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder’s actions or inactions caused the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder’s performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages. Under no circumstances shall the liquidated damages relating to a delay in achieving Substantial Completion exceed a total of \$60,000 or continue to accrue beyond the Final Completion date.
- E. **Liquidated Damages for Delay In Final Completion:** If Design/Builder fails achieve Final Completion of the Work not later than June 20, 2020, Design/Builder shall pay Owner the sum of One Thousand Five Hundred dollars (\$1,500.00) per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth

herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions caused the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed; Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

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

Time for Completion and Liquidated Damages:

- (1) It is hereby understood and mutually agreed, by and between the Design/Builder and the County, that the date of beginning, rate of progress, and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
- (2) The Design/Builder agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Design/Builder and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
- (3) If the said Design/Builder shall neglect, fail or refuse to complete the Work within the time herein specified, then the Design/Builder does hereby agree, as a part consideration for the awarding of this Contract, to pay to the County, the amount specified herein, not as a penalty, but as liquidated damages.
- (4) It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract.

Provided, that the Design/Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work and, provided Design/Builder has satisfied the requirements of this Agreement, shall be granted an extension of time for delays in accordance with Paragraph 17(H) due to causes beyond the control and without the fault or negligence of the Design/Builder, including but not restricted to, acts of God, or to the public enemy, acts or neglect of the County or someone authorized to act on the County's behalf, acts of another contractor in the performance of the contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work.

- (5) Provided further, that the Design/Builder shall within seven (7) days from the beginning of such delay, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Design/Builder within a reasonable time of its decision in the matter.
- (6) Where the County has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract work items remain outstanding, the liquidated damages owed by the Design/Builder, shall be reduced proportionally based on the amount of work left to be performed within the usable facility.

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ARTICLE 9

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

- A. **Examination of Work by Design/Builder:** It is understood and agreed that the Design/Builder has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.
- B. **Materials, Services, and Facilities:**
- (1) The Design/Builder shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Design/Builder to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Design/Builder shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work, in accordance with accepted industry practices within the time specified in the Contract.
 - (2) Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
 - (3) Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, tested and commissioned as directed by the manufacturer.
 - (4) Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Owner, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Owner, have not furnished products meeting the intent of the Contract Documents, the Design/Builder shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.
- C. **Design/Builder to Perform All Work Required by the Contract:** The intent of the Contract is to require complete, correct and timely execution of the design and the Work. Any and all Work that may be required, reasonably implied or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder in accordance with Article 10 of this Agreement for the

Contract Price.

- D. **Design/Builder's Obligations:** The Design/Builder shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. Design/Builder shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. Design/Builder alone shall be responsible for the safety, efficiency, and adequacy of Design/Builder's plants, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Design/Builder shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.
- E. **Strict Compliance with The Contract Documents:** All Work performed by Design/Builder shall be in strict compliance with the Contract. "Substantial Compliance" is not strict compliance. Any Work not in strict compliance with the Contract is defective.
- F. **Supervision of the Work:** The Work shall be strictly supervised and directed using Design/Builder's best practices and the skill and effort ordinarily used by members of the construction industry working under similar conditions at the same time and locality, Design/Builder bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Design/Builder.
- G. **Warranty of Workmanship and Materials:** Design/Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design/Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this section or the Contract Documents. Design/Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.
- H. **Commencement of Guarantee and Warranty:** Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date a defined portion of the Work is completed and turned over to the Owner for operations and use.
- I. **Design/Builder's Schedule of Construction:** Design/Builder, within fifteen (15) days after the Commencement Date, shall submit to Owner, for its information, and comply with, Design/Builder's Schedule of Construction for completing the Work by the

Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Work on week days and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract.

- J. **Record Copy of Contract Documents:** Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of the Contract, including one record copy of the Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Work, and/or upon Owner's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.
- K. **Review and Approval of Submittals:** Design/Builder shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract.
- L. **Owner's Option to Review Submittals:** Owner shall, in its discretion, have the right to review and comment on Submittals. Any comments from Owner, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review Submittals, Design/Builder shall maintain a Submittal log which shall include, at a minimum and comments made by Owner. Design/Builder shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to Owner. Shop Drawings and other Submittals from Design/Builder do not constitute a part of the Contract
- M. **Procurement and Review of Warranties:** Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit in writing to the Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.
- N. **Procurement of Operations and Maintenance Documentation:** Design/Builder shall prepare or procure and shall transmit to Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work.
- O. **As-Built Drawings:** Design/Builder shall prepare and provide to Owner a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the

Contract. The Design/Builder shall, upon completion of the Work, furnish a marked set of Drawings showing the field changes, as actually installed and as specified under sections of the Specifications, and deliver them to the Owner.

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

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

R. Inspection of Work:

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

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

(3) Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the Owner shall be final and conclusive and binding upon all parties to the Contract, but subject Design/Builder's remedies under the law.

S. Owner's Regulations and Applicable Laws: Design/Builder shall, during the course of the Work, comply with any regulations or guidelines prescribed by Owner.

Design/Builder warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Work to be performed under the Contract.

- T. Compliance with Construction Regulations:** Design/Builder shall perform the Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall indemnify and hold Owner harmless from all loss, damages, and expense, including attorney's fees, resulting from any such violation or alleged violation.
- U. Permits, Licenses and Notices:** All construction and building permits, licenses and authorizations (except for the access required to be provided by Owner in Article 13) necessary for the construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify Owner's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply Owner with copies of same. The originals of said permits, licenses and authorizations shall be delivered to Owner upon completion of the Work, and receipt of such documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Work. The County will not charge the Design/Builder for permits and inspections obtained from the County.
- V. Conditions to Site Access:** While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by Owner's Representative and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Work.

W. Protection of Work, Property, and Persons:

- (1) The Design/Builder will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Design/Builder will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- (2) The Design/Builder will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. Design/Builder will erect and maintain, as required by the conditions and progress of the Work, all necessary warning, safeguards for devices and safety and protection of the Work, the public, and adjoining property. Design/Builder will notify owners of

adjacent utilities when prosecution of the Work may affect them. The Design/Builder will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- (3) The Design/Builder shall, prior to commencing other on-site work, accurately locate utilities within the structure and above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Design/Builder shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Design/Builder shall notify the Owner promptly on discovery of any conflict between the Contract Documents and any existing facility.
 - (4) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Design/Builder, upon notification to the Owner, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Design/Builder due to such extra work shall be submitted to the Owner, in writing, within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.
 - (5) All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Design/Builder and the responsible agency. The Design/Builder shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Design/Builder's negligent activities.
- X. **Repair of Collateral Damages:** Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Work.
- Y. **Cleaning Up:** The Design/Builder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Design/Builder's employees or work. Upon completion of the Work, the Design/Builder shall remove all Design/Builder's plants, tools, materials, and other articles from the property of the County.
- Z. **Access to Work:** The County shall at all times have access to the Work wherever it is in preparation or progress and the Design/Builder shall provide proper facilities for such access without formality or other procedures.

AA. Decisions Regarding Aesthetic Effect: Owner's decisions in matters relating to

aesthetic effect shall be final if consistent with the intent of the Contract.

BB. Design/Builder to Remain an Independent Contractor: In the performance of the Contract, Design/Builder's status as an independent contractor shall not be modified or diminished by reason of any instructions issued by Owner or Owner's Representative to Design/Builder or any of Design/Builder's employees, Subcontractors, or representatives.

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

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ARTICLE 10
CONTRACT PRICE

- A. **Phase One Pricing:** Owner shall pay, and Design/Builder shall accept, as full and complete payment for the performance of Phase One Services (Design and GMP Development Services), and the performance of all requirements of this Agreement, a fixed sum in the amount of \$XXXXXXXXXXXX.XX.
- B. **Phase Two Pricing:** Owner and Design/Builder will agree to a Guaranteed Maximum Price (GMP) for Phase Two Services (Final Design and Construction Services), with a total Not-to-Exceed Price of \$XXXXXXXXXXXX.XX. During the Construction phase the Design- Build Firm will be paid the actual direct cost plus the fixed percentage for overhead and profit that was provided by the Design-Build Firm with their cost proposal. Costs shall be developed in accordance with the Cost Model Guidelines included in the RFP.

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ARTICLE 11

PAYMENT OF THE CONTRACT PRICE

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

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

Payment to the Design/Builder shall be made within thirty (30) days of submission by the Design/Builder of a duly certified and approved estimate of work performed during the preceding calendar month, less the amount of retainage. The estimate shall be submitted on or before the thirtieth (30th) day following the month in which the Work was performed. The amount of retainage shall be as follows:

- (1) Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due;
- (2) When fifty (50%) percent of the contract value, as described above, becomes due and the manner of completion of the contract work and its progress are reasonably satisfactory to the County, the withholding of retainage shall be discontinued. If after discontinuing the retention, the County determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.
- (3) When the Work is substantially complete (operational or beneficial occupancy) and the County determines the Work to be reasonably acceptable, the Design/Builder shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the County, shall be withheld until such items are completed.
- (4) This Contract is governed by O.C.G.A. § 13-10-80, which requires that the Design/Builder, within ten (10) days of receipt of retainage from DeKalb County, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, DeKalb County, in its discretion, may require the Design/Builder to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment. Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Design/Builder shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration.

- (5) Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by Design/Builder in connection with its request for payment. Owner shall have the right, however, upon demand, to make a detailed examination, audit or inspection of Design/Builder's books and records for the purpose of verifying the accuracy and completeness of such information. In the event Owner determines that Design/Builder has been paid any sums not due Design/Builder, same shall be reimbursed by Design/Builder to Owner within seven (7) days of demand by Owner.
 - (6) Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design/Builder until Design/Builder has fully performed all of its obligations under the Contract and the Design Services and the Work are fully complete.
- B. **Owner's Review of Pay Requests:** Owner shall have the right to review all pay requests and the Design Services and the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work and the Design Services is as represented in the pay request and as required by the Contract.
- C. **Conditions Precedent To Payment:** In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Work and Design Services as required by this Agreement and that Design/Builder shall have furnished to Owner properly executed waivers of lien, in a form consistent with applicable statutes, from all Subcontractors, materialmen, Suppliers or others having lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights relating thereto.
- D. **Title Passes Upon Payment:** Design/Builder warrants and represents that upon payment of any pay request submitted by Design/Builder, title to all Work covered by the pay request shall immediately pass to Owner. All equipment, materials, and work covered by progress payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Design/Builder from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work.
- E. **Payment Not a Waiver or Acceptance:** No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before Owner's occupancy of the Project.
- F. **Withholding of Payment:** Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from

- (1) The quality of a portion, or all, of Design/Builder's Work not being in accordance with the requirements of this Contract;
- (2) The quantity of Design/Builder's Work not being as represented in Design/Builder's pay request, or otherwise;
- (3) Design/Builder's rate of progress being such that, in Owner's reasonable opinion, Substantial Completion, Final Completion, or both, may be inexcusably delayed;
- (4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;
- (5) Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (6) Claims made, or likely to be made, against Owner or its property;
- (7) Loss caused by Design/Builder; Design/Builder's failure or refusal to perform any of its obligations to Owner. In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(H), Design/Builder shall promptly comply with such demand.

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

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

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ARTICLE 12

SUBSTANTIAL AND FINAL COMPLETION

- A. **Substantial Completion:** “Substantial Completion” means that stage in the progression of the Work, as approved by Owner in writing, when the Project is sufficiently complete in accordance with the Contract that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.
- B. **Determination of Substantial Completion:** When Design/Builder believes that all of the Work is substantially complete, Design/Builder shall notify Owner in writing and shall submit to Owner a list of items remaining to be completed or corrected. Owner will perform an inspection and if the Work is substantially complete in the opinion of Owner, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Owner and Design/Builder for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the date, 30 days hence, within which Design/Builder shall complete any items of incomplete or defective Work. The Certificate of Substantial Completion shall be submitted to Design/Builder for its written acceptance of the responsibilities assigned to it in such certificate.
- C. **Final Completion:** “Final Completion” means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including Design/Builder’s provision to Owner of all documents and things required to be provided by the Contract.
- D. **Determination of Final Completion:** When Design/Builder believes that all of the Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify Owner in writing. Owner will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.
- E. **Conditions Precedent to Final Payment:** Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by Owner, the following:
- (1) An affidavit that all of Design/Builder’s obligations to Subcontractors, laborers, equipment or material Suppliers, or other third parties in connection with the

Project, have been paid or otherwise satisfied;

- (2) If required by Owner, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might have a claim against Owner or Owner's property;
- (3) If applicable, consent(s) of Surety to final payment;
- (4) A complete set of the as-built drawings and the record set of Contract Documents;
- (5) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a contractor, or expressly required herein, as a part of or prior to Project closeout.

F. Acceptance of Final Payment a Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request, or claims that Design/Builder could not have foreseen acting reasonably.

G. Final Payment:

- (1) Before final payment to the Design/Builder of the percentage retained by the County, the following requirements shall be complied with:
 - a. Final Inspection: Upon notice from the Design/Builder that Design/Builder's work is completed, the Owner shall make a final inspection of the Work, and shall notify the Design/Builder of all instances where Design/Builder's work fails to comply with the Drawings and Specifications, as well as any defects Design/Builder may discover. The Design/Builder shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications. Failure of the Owner to notify the Design/Builder of any defect or deficiency in the Work and/or failure of the Work to comply with the Drawings and Specifications shall not release or discharge the Design/Builder from any of its duties or obligations under this Agreement.
 - b. Final Payment: When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price and Change Orders to the Contract. The final payment shall not be due until the Design/Builder shall have completed all work necessary and reasonably incidental to the Contract, including final clean-up.
- (2) Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. Payments otherwise due the Design/Builder may be withheld by the County because of defective work not remedied and unadjusted damage to others by the Design/Builder or Subcontractors, vendors, or

laborers.

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

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ARTICLE 13

OWNER’S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

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

- A. **Provide Project Information:** Owner shall provide Design/Builder with information regarding Owner’s requirements for the Project including any desired or required design or construction schedule.
- B. **Review of Documents:** Owner shall review any documents submitted by Design/Builder requiring Owner’s decision, and shall render any required decisions pertaining thereto.
- C. **Provide Notice of Defects:** In the event Owner knows of any material fault or defect in the Work, nonconformance with the Contract, or of any failure to satisfy the standard of care in the Design Documents, then Owner shall give prompt notice thereof to Design/Builder.
- D. **Access to the Site and the Work:** Owner shall provide Design/Builder access to the site and to the Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder’s performance of the Contract as Design/Builder may request.
- E. **Cooperation to Secure Permits, Licenses, Approvals, and Authorizations:** Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
- F. **Timely Performance:** Owner shall perform the duties set forth in this Article 13 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder’s Design Services and of the Work.
- G. **Owner’s Reviews, Inspections, Approvals, And Payments Not a Waiver:** Owner’s review, inspection, or approval of any Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner’s construction program and requirements. No review, inspection, or approval by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner’s rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.
- H. **Delay or Forbearance Not Waiver:** Owner’s agreement not to exercise, or its delay or

failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

- I. **Documents Requested by Design/Builder:** Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefor beyond an adjustment to the Contract Price and/or Contract Term as outlined in this Article 13(I). If Design/Builder requests in writing, Owner shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site. Concealed or latent physical conditions or subsurface conditions at the Project that (i) materially differ from the conditions indicated in this Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as “Differing Site Conditions.” If Design/Builder encounters a Differing Site Condition, Design/Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design/Builder’s cost and/or time of performance are adversely impacted by the Differing Site Condition. Upon encountering a Differing Site Condition, Design/Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design/Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.
- J. **Approvals and Easements:** Owner shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Work. Design/Builder shall render such assistance as Owner may request in obtaining such easements, certificates of occupancy, and the like.
- K. **Right to Stop Work:** In the event Design/Builder fails or refuses to perform the Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction from Owner in writing, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner’s instructions has been corrected, no longer exists, or Owner instructs that the Work may resume.
- L. **Owner’s Right to Perform Work:** In the event Owner issues such instructions to stop Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right to carry out the Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible for the costs incurred in correcting any defective

or deficient Work. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate or withhold payment as provided herein.

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

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ARTICLE 14

PROJECT DOCUMENTATION

- A. **Maintenance of Project-Related Records:** Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the “Project Records”) for no less than eleven (11) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.
- B. **Availability of Project-Related Records to Owner:** All Project Records which are in the possession of Design/Builder or Design/Builder’s Subcontractors shall be made available to Owner for inspection and copying upon Owner’s request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Design/Builder.

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ARTICLE 15

PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

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

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

- B. **Supplier Defined:** A “Supplier” means an entity providing only equipment or materials for the performance of the Work.
- C. **Objections to Subcontractors:** Design/Builder shall furnish Owner, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract. If Owner rejection of a subcontractor that appears in Design/Builder’s proposal results in cost increase to the Design/Builder, then Design/Builder, provided Design/Builder has satisfied the requirements of this Agreement, will be presented to the Governing Authority for consideration pursuant to the terms outlined in provision 16(A) regarding Change Orders for additional cost, inclusive of overhead and profit.
- D. **Terms of Subcontracts:** All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder herein, including those rights of Contract suspension, termination, and stop Work orders as set forth herein. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors.
- E. **Design/Builder Responsible For Acts of Its Subcontractors:** Should Design/Builder subcontract all or any part of the Work, such subcontracting of the Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.
- F. **Removal of Subcontractors and Personnel:** If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any

member of Design/Builder's staff working on the Project is unsatisfactory, Owner may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

G. Design/Builder's Personnel:

- (1) The Design/Builder will supervise and direct the Work. Design/Builder will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Project Director and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Design/Builder, and shall be available at all times when work is in progress. The name of the Project Director shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Owner prior to start of the Work. The Project Director so named by the Design/Builder shall be employed by the Design/Builder and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Design/Builder during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Director. The Project Director shall represent the Design/Builder, and all directions given to the Project Director shall be as binding as if given to the Design/Builder.
- (2) Only persons skilled in the type of work which they are to perform shall be employed. The Design/Builder shall, at all times, maintain discipline and good order among Design/Builder's employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

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ARTICLE 16

CHANGES AND EXTENSIONS OF TIME

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

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

B. Changes in the Work:

- (1) The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.
- (2) The Owner, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Design/Builder shall proceed with the performance of any changes in the Work so ordered by the Owner unless the Design/Builder believes that such Field Order entitles Design/Builder to a change in Contract Price or Time, or both, in which event Design/Builder shall give the Owner written notice thereof within fifteen days after the receipt of the ordered change, and the Design/Builder shall not execute such changes pending the receipt of an executed Change Order or further instruction from the County.
- (3) The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.
 - a. Unit prices previously approved.
 - b. An agreed sum.

- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent of the actual cost of such work to cover the cost of general overhead and profit.

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

Contractor:

Address:

Attn:

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

- D. **Continuing Duty to Perform Work and Make Payment:** In the event the parties are unable to agree on the terms of a Change Order, then Design/Builder shall continue to diligently perform the Design Services and the Work, including any change directed by Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order.
- E. **Changes in Unit Prices:** If unit prices are provided in the Contract, and if the quantities contemplated are changed in a proposed Change Order such that an application of the unit prices to the quantities of Work proposed will cause substantial inequity to Owner or to Design/Builder, the applicable unit prices may be equitably adjusted.
- F. **Minor Changes:** Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price nor extension of the Contract Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and Design/Builder shall promptly carry out such written Field Orders.
- G. **Effect of Executed Change Order:** The execution of a Change Order by Design/Builder shall constitute conclusive evidence of Design/Builder's agreement to the ordered changes in the Design Services or the Work and the Contract Price and/or Contract Time, if any, as thus amended.
- H. **Consent of Surety:** Design/Builder shall notify and obtain the consent and approval of Design/Builder's surety with reference to all Change Orders if such notice, consent or approvals are required by Owner, Design/Builder's surety or by law.

Design/Builder's execution of the Change Order shall constitute Design/Builder's warranty to Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

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ARTICLE 17

CLAIMS BY DESIGN/BUILDER

- A. Terms and Conditions of Claims:** Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.
- B. Notice of Claim:** All Design/Builder claims, disputes and other matters in question against Owner arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to Owner. Such written notice of claim shall be received by Owner no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Design/Builder agrees and acknowledges that its failure to provide written notice of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.
- C. Documentation in Support of Claims:** Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Design/Builder shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim. Formal Written Claim: No later than thirty (30) days after the date of the written notice of claim, Design/Builder shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim dispute or other matter; (3) the date Design/Builder discovered the occurrence(s); (4) a detailed schedule identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. The claim shall be verified as to its truthfulness and accuracy, under oath, by an officer of the Design/Builder. Other information or documents shall be submitted to Owner within ten (10) days after written request by Owner.
- D. Continuous Duty to Provide Documentation:** Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.
- E. Duty to Continue Performance:** Design/Builder and Owner shall continue their performance hereunder regardless of the existence of any claims submitted by Design/Builder.
- F. Claims for Increase in Contract Price:** In the event Design/Builder seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of Owner therefor, Design/Builder shall strictly comply with the requirements of

Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim.

- G. Limit of Owner's Liability for Increased Costs:** In connection with any claim by Design/Builder against Owner for compensation in excess of the Contract Price, any liability of Owner shall be strictly limited to the Cost of the Work and Services as defined and allowed in Paragraph 16(B) hereinabove and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17.
- H. Claims for Increase in Contract Time:** If Design/Builder is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the result of any event described in Paragraph 8(F), or by changes ordered in the Design Services or the Work, , then the date for achieving Substantial Completion, or, as applicable, Final Completion, shall, subject to the provisions of Paragraph 17(J) below, be appropriately adjusted by Owner upon the written notice and claim of Design/Builder to Owner for such reasonable time as Owner may determine. A task is critical within the meaning of this Paragraph 17(I) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Design Services or Work. If Design/Builder fails to give such notice, any claim for an extension of time shall be waived. In the event the delay to Design/Builder is a continuing one, only one notice and claim for additional time shall be necessary, provided the continuing nature of the delay is indicated in the notice and claim. In addition to Design/Builder's right to a time extension for those events described in this Paragraph, Design/Builder, provided Design/Builder has satisfied the requirements of this Agreement, will be presented to the Governing Authority for consideration pursuant to the terms outlined in provision 16(A) regarding Change Orders for approval to an appropriate adjustment of the Contract Price for delays resulting from the acts of the County and acts of another contractor in the performance of the contract with the County, that impact Design/Builder's ability to perform the Design Services or Work in accordance with the Project schedule.
- I. Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part:** Design/Builder acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner.

- (1) Owner shall accordingly have the right in its sole, but reasonable, discretion to order Design/Builder to accelerate its progress where possible in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order.
 - (2) In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 17(H) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date and shall be equitably compensated for such acceleration.
- J. **Claims Resolved By Change Order:** The resolution of any claim under this Article 17 shall be reflected by a Change Order executed by Owner and Design/Builder.

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ARTICLE 18

UNCOVERING AND CORRECTING WORK

- A. **Design/Builder not to Cover Work Contrary to Requirements:** If any of the Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.
- B. **Owner's Right to Order Uncovering of Any Work:** If any of the Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Work conforms strictly to the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Work does not strictly conform to the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.
- C. **Warranty of Work:** The Design/Builder warrants all Work has been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Design/Builder of liability for incomplete or faulty materials or workmanship. The Design/Builder shall promptly remedy any omission or defect in the Work and pay for any damage to other Replacement or facilities resulting from such omission or defect that is recognized during the performance of the Work. In the event that the Design/Builder should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so and charge the Design/Builder the cost thereby incurred. The Performance Bond shall remain in full force and effect through all warranties contained in the Contract Documents.
- D. **Duty To Correct Defective Work Discovered After Completion:** In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Work for a period of twelve (12) months following a defined portion of the Work being completed and turned over to the Owner for operations and use. This obligation shall survive final payment by Owner and termination of the Contract.
- E. **No Period of Limitation Established:** Nothing contained in Paragraphs 18(C) and 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the twelve (12) month time period in Paragraphs 18(C) or 18(D) above relates only to the duty of Design/Builder to specifically correct the Work.
- F. **Owner's Option to Accept Defective Work:** Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Work. Owner shall be entitled to such reduction in the Contract Price

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

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ARTICLE 19

SUSPENSION AND TERMINATION

- A. **Suspension of Performance:** Owner may for any reason whatsoever suspend performance under the Contract. Owner shall give written notice of such suspension to Design/Builder specifying when such suspension is to become effective.
- B. **Ceasing Performance upon Suspension:** From and upon the effective date of any Suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with the Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.
- C. **Claim for Costs of Suspension:** In the event Owner directs a suspension of performance under this Article 19, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Agreement, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:
- (1) Demobilization and remobilization, including such costs paid to Subcontractors;
 - (2) Preserving and protecting Work in place;
 - (3) Storage of materials or equipment purchased for the Project, including insurance thereon;
 - (4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.
- D. **Resumption of Work after Suspension:** If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.
- E. **County's Right to Suspend or Terminate:**
- (1) If the Design/Builder is adjudged bankrupt or insolvent, or if Design/Builder makes a general assignment for the benefit of Design/Builder's creditors, or if a trustee or receiver is appointed for the Design/Builder or for any of Design/Builder's property, or if Design/Builder files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if Design/Builder repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if Design/Builder disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if Design/Builder otherwise violates any provision of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Design/Builder and Design/Builder's surety a

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

- (2) Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may therefore accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability. If the Design/Builder can establish or it is otherwise determined that the Design/Builder was not in default or that the failure to perform is excusable a termination for default will be considered to have been a termination for the convenience of the Owner and the rights and obligations of the parties governed accordingly.
- (3) Upon seven days' written notice to Design/Builder, Owner may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items):
 - a. For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
 - b. For expenses sustained in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with Uncompleted Work;
 - c. For amounts paid in settlement of terminated contracts with Subcontractors and Suppliers;
 - d. Reasonable expenses directly attributable to termination including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court costs;
 - e. Design/Builder shall not be paid on account of anticipatory profits or overhead or consequential damages.
- (4) **Termination of Agreement:** The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the Design/Builder to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the Design/Builder, with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the County, the written notice shall be sent to the Design/Builder via (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service, addressed as follows:

Contractor:

Address:

Attn:

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

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ARTICLE 20

OWNERSHIP OF DOCUMENTS

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

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ARTICLE 21

INDEMNITY

- A. From Personal Injury Or Damage To Tangible Property:** Design/Builder shall indemnify and hold Owner and its affiliates, officers, directors and employees harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with Design/Builder's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by the negligence of Design/Builder or anyone for whose acts Design/ Builder may be liable.
- B. From Consent Decree Damages and/or Penalties:** The Design/Builder shall at all times observe, perform, and comply with all federal, state and local laws or ordinances, decrees, rules and regulations which in any manner affect those engaged or employed in the performance of the Work, and the conduct of the Work. The Design/Builder shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work, including the Consent Decree dated December 20, 2011 entered into by and between the County and the Environmental Protection Agency and the Environmental Protection Division ("Consent Decree"). Reference to such laws, ordinances, rules, decrees and regulations shall include any amendments thereto. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Design/Builder shall forthwith report the same to the County.

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

- C. From Violations of Laws, Environmental Requirements, Performance Guidelines, and Licensing Requirements:** Design/Builder shall indemnify and hold harmless Owner and its affiliates, officers, directors, and employees from and against all claims, liabilities, damages, losses, costs, expenses (including reasonable attorney's fees and expenses, and fees and expenses of experts) for bodily injury, including death, or damage to or loss of property, or any other type or form of loss to the extent caused by:
- (1) Any violation by Design/Builder, its Subcontractors, representatives, employees, and agents of any municipal, state or federal laws, rules, or regulations applicable to the performance of its obligations under the Contract;
 - (2) Environmental violations or contamination from hazardous substances, hazardous

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

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

D. Hazardous Materials: In the event Design/Builder discovers hazardous or contaminated materials, including but not limited to asbestos, PCBs, petroleum, hazardous waste, or radioactive material, Design/Builder shall stop all Work in connection with such hazardous condition and in any area affected thereby, and notify Owner of the discovery of said condition. Design/Builder shall strictly comply with all applicable laws, regulations, rules or other promulgations by governing bodies, agencies, authorities or organizations having jurisdiction over the Project or the discovery of said hazardous or contaminated material. Design/Builder shall secure the Work site to prevent access by unauthorized personnel. Design/Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design/Builder's cost and/or time of performance have been adversely impacted by the presence of hazardous or contaminated materials.

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

- (1) With respect to any construction, alteration, repair, or maintenance services performed under this contract, Design/Builder shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnity's negligence; and

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

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER DESIGN/BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING

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ARTICLE 22

INSURANCE

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

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

Exclusion of Design/Builder Insurance Costs

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

Builders’ Risk Insurance Coverage

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

Sub-limits:

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

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ARTICLE 23
SURETY BONDS

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

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

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

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

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ARTICLE 24

MISCELLANEOUS PROVISIONS

- A. Georgia Laws Govern:** This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.
- B. Venue:** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of DeKalb County, Georgia and the Superior Court of DeKalb County, Georgia shall have sole and exclusive jurisdiction.
- C. Taxes:**
- (1) **Contractor shall pay all sales, consumer, withholding, use and other similar** taxes required to be paid by Design/Builder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
 - (2) The Design/Builder shall provide a written tabulation, plus other documentation as may be required, of all taxes, including sales tax, paid by the Design/Builder to assist the County in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. Such written tabulation shall be included with each partial payment request. The tabulation shall include the major equipment items, as defined in the Major Equipment Schedule, plus any qualifying equipment purchases with a value greater than \$5,000. Additionally, the tabulation shall be documented with copies of invoices indicating the amount of tax paid, with all blanks completed on the invoice, and with a description of the function of the item included in the tabulation. All taxes shall be paid by the Contractor. All refunds will accrue to the County.
- D. Accuracy of Work:** The Design/Builder shall be responsible for the accuracy of the work and failure to meet the standard of care or warranty by the Design/Builder in any phase of the work under this Agreement.
- E. Additional Work:** If the Design/Builder is asked by the County to perform work beyond the scope of this Agreement for which payment is desired, Design/Builder shall notify the County in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the County prior to performing the additional work for which Design/Builder is to be paid. The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County. Any claim for additional work must be made in strict accordance with Article 17.
- F. Successors and Assigns:** The County and the Design/Builder each binds himself and Design/Builder's partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, the

Design/Builder shall not assign, sublet, or transfer Design/Builder’s interest in this agreement without the written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

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

TO OWNER:

DeKalb County Watershed Management
4572 Memorial Drive,
Decatur, GA 30032
ATTN: Darren Eastall

TO DESIGN/BUILDER:

ATTN:

All notices shall be effective upon receipt.

- H. Reviews and Acceptance:** Work performed by the Design/Builder shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Design/Builder of Design/Builder’s professional obligation to correct, at Design/Builder’s own expense, any failure to satisfy the standard of care or warranty applicable to the Work.
- I. County Representative:** The County may designate a representative through whom the Design/Builder will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the DeKalb County Board of Commissioners. Payments to the Design/Builder shall be made only upon itemized bill submitted to and approved by said representative.
- J. Sole Agreement:** This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in writing by the County.
- K. No Third Party Beneficiary:** Except as expressly and specifically set forth herein, this Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

- L. Controlling Provisions:** In the event of a conflict between the County's RFP No. 17-500449 Design Build Services for the Gravity Sewer System Rehabilitation, Replacement and Construction - Package No. 3 and the Design/Builder's response thereto, the provisions of the Design/Builder's proposal shall govern. The provisions of this Agreement shall control over any conflicting provisions contained in the County's RFP No. 17- 500449 Design Build Services for the Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 3 but not the Design/Builder's response thereto.
- M. Publicity:** No information relative to the existence or the details of the Design Services or the Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.
- N. Severability:** In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.
- O. Prohibited Interests:** No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.
- P. Weather Conditions:** The Design/Builder will be required to protect all work and materials associated with the Work against damage or injury from the weather. If, in the reasonable opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Design/Builder.
- Q. Royalties and Patents:** The Design/Builder shall hold and save the County and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- R. Submittal Period for Products and Substitutions: Substitutions:** Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or

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

- S. Measurements and Dimensions:** Before ordering material or doing work which is dependent for proper size or installation upon coordination with conditions, the Design/Builder shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings.
- T. Storage Facilities and Work Areas:** The Design/Builder shall cooperate with the County in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Design/Builder shall allot suitable and proper space to Design/Builder's Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Design/Builder shall move same as and when directed, at Design/Builder's own expense.
- U. Replacement on City or Public Property:** Design/Builder shall pay for cost of any pavement or sidewalk repairs necessitated by work under this Contract, and any inspection fees required by local authorities.
- V. Manufacturers' Certifications:** The Owner may require, and the Design/Builder shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.
- W. Samples:** The Design/Builder shall furnish with reasonable promptness all samples as directed by the Owner for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.
- X. Maintenance Manual:** Design/Builder shall, prior to completion of Contract, deliver to the Owner two copies of a manual, assembled and bound, presenting for the County's guidance full details for care and maintenance of visible surfaces and of equipment included in Contract. Design/Builder shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this Article.
- Y. Definitions of Terms:** Wherever used in the Contract Documents, the following terms

shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

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

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

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

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

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

“**County**” shall mean DeKalb County, Georgia.

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

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

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

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

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

“**Owner**” shall mean DeKalb County, Georgia.

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

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

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

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

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

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

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

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

Z. Specifications:

- (1) The Specifications, the Drawings accompanying them, and the other Contract Documents shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.
- (2) The Design/Builder will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.
- (3) Unless otherwise stipulated, the Design/Builder shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. The Design/Builder shall be responsible for entire Work and every part thereof.
- (4) Each section or type of work is described separately in the Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- (5) Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Design/Builder after Design/Builder’s discovery of such discrepancies,

inconsistencies, or ambiguities shall be done at the Design/Builder's risk.

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

AA. Drawings and Specifications:

- (1) The intent of the Drawings and Specifications is that the Design/Builder shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County.
- (2) In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
- (3) The Owner may (without changing the scope of the Work) furnish the Design/Builder additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Design/Builder shall carry out the Work in accordance with the additional detail drawings and instructions.
- (4) Abridging: Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mention therein, or indications on the Drawings of articles, materials, operations, or methods requires that the Design/Builder:
 - a. Provide each item mentioned and indicated, of quality or subject to qualifications noted.
 - b. Perform according to conditions stated, each operation prescribed.
 - c. Provide therefor all necessary labor, equipment, and incidentals.
- (5) Wording: Whenever in these Specifications or on the Drawings the words "directed," "required," "permitted," "ordered," or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to the County.
- (6) Specification Sections: For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections.

Such separation shall not, however, operate to make the County an arbiter to establish limits to the contracts between the Design/Builder and Subcontractors, nor shall such separation be interpreted as superseding normal union jurisdictions.

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

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

CC. Design/Builder’s Shop Drawings:

- (1) The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.
- (2) Shop Drawings to be furnished by the Design/Builder for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.
- (3) Drawings for false work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Design/Builder’s Shop Drawings does not relieve the Design/Builder of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Design/Builder shall be responsible for agreement and conformity of Design/Builder’s Shop Drawings with the approved Drawings and Specifications.
- (4) Shop Drawings shall be submitted only by the Design/Builder who shall indicate by a signed stamp on the drawings that Design/Builder has checked the Shop Drawings and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Design/Builder.
- (5) The Contract Price shall include the cost of furnishing all Shop Drawings and the Design/Builder will be allowed no extra compensation for such drawings.

DD. Instructions, Changes, Etc.:

All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra work. If the Design/Builder claims that any instruction by Drawings or otherwise involves extra cost or an extension of time, Design/Builder shall notify the Owner in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

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

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

- EE. Requests for Substitutions:** Requests for substitutions of proprietary products or of a particular manufacturer or vendor must be accompanied by documentary proof of equality, and difference in price and deliveries, if any, in form of certified quotations from Suppliers of both specified and proposed equipment. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Owner. The opinion of the Owner shall be final and no substitute material or article shall be purchased or installed without such written approval.

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

FF. Authority of the Design/Builder:

- (1) The Design/Builder shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Owner. The Owner shall decide all questions relating to measurements of quantities, the character of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract.
- (2) The approval of the Owner of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Design/Builder, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Design/Builder from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon Design/Builder by the provisions of the Contract.

GG. Rejections of Work and Materials.

- (3) All materials and equipment furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or work shall be removed immediately. If rejected materials, equipment, or work is not removed within seventy-two hours from the date of letter of notification, the Owner shall have the right and authority to stop the Design/Builder and Design/Builder's work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or work at the cost and expense of the Design/Builder. All rejected materials, equipment, or work shall be replaced with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County.
- (4) Inspection of the Work shall not relieve the Design/Builder of any of Design/Builder's obligations to fulfill Design/Builder's Contract and defective work shall be made good regardless of whether such work, material, or equipment has been previously inspected by the Owner and accepted or estimated for payment. The failure of the Owner to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective. All work, material, and/or equipment shall be guaranteed against defects for a period of one year from date of Project acceptance as established by the County. The warranty requirement set forth herein shall be in addition to any and all other warranty requirements set forth in the Contract Documents.

HH. Lines, Grades, and Measurements:

- (1) Such stakes and markings as the Owner may set for either its or the Design/Builder's guidance shall be preserved by the Design/Builder. Failure to protect such stakes or markings, or gross negligence on the Design/Builder's part resulting in loss of same, may result in the Design/Builder being charged for their replacement.
- (2) The Design/Builder must exercise proper care and caution to verify the grades and figures given Design/Builder before proceeding with the Work, and shall be responsible for any damage or defective work caused by Design/Builder's failure of such care and caution. Design/Builder shall promptly notify the Owner of any errors or discrepancies Design/Builder may discover in order that the proper corrections may be made.

I. Land and Rights-of-Way:

- (1) Prior to entering on any land or right-of-way, the Design/Builder shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct Design/Builder's work in accordance with requirements thereof including the giving of notice. The Design/Builder shall be fully

responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the County fully for any loss or expense arising from failure of the Design/Builder to perform as required by such entity.

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

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

KK. Barricades:

- (1) **Lanterns:** Design/Builder shall provide continuously burning lanterns at all barricades and at protective barriers around excavations so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.
- (2) **Access to Site:** Delivery of construction materials and equipment shall be only from locations approved by the County.

LL. Schedules, Reports, and Records:

- (1) The Design/Builder shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed.
- (2) Prior to the first partial payment estimate, the Design/Builder shall submit schedules showing the order in which Design/Builder proposes to carry on the Work, including dates at which Design/Builder will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- (3) The Design/Builder shall also submit a schedule of payments that Design/Builder anticipates Design/Builder will earn during the course of the Work.

MM. Supplementary Conditions:

- (1) Scope: Furnish, erect, and maintain temporary facilities and perform temporary work required in the performance of this Contract, including those shown and specified.
- (2) Use of Temporary Facilities: Design/Builder may be required by the County to

provide and maintain a suitable office on the site for Design/Builder's own use and for the use of representatives of the County.

(3) Maintenance and Removal:

- a. Utilities and Furnishings: Design/Builder shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as Design/Builder provides for Design/Builder's own use.
- b. Location and Removal: Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County. They shall remain the property of the Design/Builder.

(4) Field Offices:

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

(5) Toilet and Washing Facilities:

- a. Toilet Building: Design/Builder may be required by the County, at the beginning of work, to provide on premises suitable and adequate temporary toilets and enclosure for use of workers on the job; maintain same in sanitary condition; remove same at completion of building operations and/or when directed.
- b. Sanitary Regulations: Do not allow any sanitary nuisances to be committed in or about work; enforce sanitary regulations of local and State Health Authorities.

(6) Utilities During Construction:

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

(7) Connections to Utilities:

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

(8) Telephone:

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

(9) Temporary Heat:

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

(10) Interruption of Facility Operations:

- a. The Design/Builder shall schedule the Work such that the Design/Builder minimizes interruptions to the operation of any existing facility, including water mains and sewers. Shut downs must be scheduled with the County and mitigation steps taken to prevent upsets or impacts to plant compliance.
- b. The Design/Builder shall conduct operations in a manner and sequence which will provide for the continued transportation of wastewater flows during construction of this Project. The Design/Builder shall take all actions required to prevent discharge of sewer flow from the system to the ground or stream. Any construction actions that impede or interrupt flow shall be carefully executed and monitored to prevent surcharging and overflow.
- c. Any damages resulting from surcharging, overflow or back-up caused by the Contractor's operations shall be the Contractor's responsibility. Fines charged the County for overflows caused by the Design/Builder shall be paid for by the Contractor.

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

prior written notice to the Construction Manager, which shall be submitted at least seven (7) days in advance.

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

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

- (1) As used in this Code section, the term:
 - a. “Contractor” means a person having a direct contract with the Owner.
 - b. “Lower tier subcontractor” means a person other than the Design/Builder having a direct contract with a subcontractor.
 - c. “Owner” means the state, any county, municipal corporation, authority, board of education, or other public board, public body, department, agency, instrumentality, or political subdivision of the state.
 - d. “Owner’s authorized contract representative” means the architect or engineer in charge of the Project for the owner or such other contract representative or officer as designated in the contract documents as the party representing the Owner’s interest regarding administration and oversight of the Project.
 - e. “Subcontractor” means a person other than an Owner having a direct contract with the contractor.
- (2) In any contract for the performance of any construction Project entered into on or after July 1, 1985, with an owner, as defined in paragraph (3) of subsection (a) of this Code section, such contract shall provide for the following:
 - a. After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and at the owner’s discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner’s authorized contract representative when allowed by the contract documents, less retainage; and

- b. Retainage to a maximum of ten (10%) percent of each progress payment; provided, however, that, when fifty (50%) percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner's authorized contract representative, the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Design/Builder, the retainage of each subcontractor may be released separately as the subcontractor completes his work.
- (3) If, after discontinuing the retention, the Owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an owner, the Design/Builder and subcontractors shall be entitled to resume withholding retainage accordingly.
- (4) At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the Owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall within thirty (30) days after invoice and other appropriate documentation as may be required by the contract documents are provided pay the retainage to the Design/Builder. If at that time there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item as determined by the Owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Design/Builder and subcontractors as their interests may appear. The Design/Builder shall, within ten (10) days from the Design/Builder's receipt of retainage from the Owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Design/Builder's retainage is reduced by the Owner, provided that the value of each subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the Design/Builder in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
- (5) The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Design/Builder, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Design/Builder, provided that the value of each lower tier subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable

assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.

(6) This Code section shall not apply to:

- a. Any contracts let by the Department of Transportation of this State for the construction, improvement, or maintenance of roads or highways in this State or purposes incidental thereto; or
- b. Any contracts whose value or duration at the time of the award does not exceed \$150,000.00 or forty-five (45) days in duration.

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

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

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

QQ. Contractor and Subcontractor Evidence of Compliance:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions in accordance with O.C.G.A. § 13-10-91, as amended:
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
 - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County or a contractor of the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished

as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

[SIGNATURES CONTINUED ON NEXT PAGE]

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

DESIGN BUILDER

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

_____ by Dir. (SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

ATTEST:

ATTEST:

Signature

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

Name (Typed or Printed)

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Scott A. Towler, P.E., Director
Department of Watershed Management

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENTS

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

Attachment A, Scope of Work of the Design-Build Services

Attachment B, Cost Proposal

Attachment C, Performance Bond and Accompanying Power of Attorney

Attachment D, Payment Bond and Accompanying Power of Attorney

Attachment E, Business and Professional Licenses and Certifications

Attachment F, Business Organization Documents

Attachment G, Certificate of Insurance, Declaration and Endorsements

Attachment H, New Ethics Policy

Attachment I, Department of Watershed's Badging Policies & Procedures

Attachment J, General Liability "OCIP" Manual

In addition to the foregoing, the Proposal Document Package dated:_____, 20__, the original of which is maintained in the County's Department of Purchasing and Contracting, forms an essential part of this Contract as if fully set out herein.

RFP 17-500449

Gravity Sewer System Rehabilitation, Replacement & Construction – Package No. 3

ATTACHMENT A

SCOPE OF WORK OF THE DESIGN-BUILD SERVICES

ATTACHMENT B

COST PROPOSAL

ATTACHMENT C
(consisting of 3 pages)

PERFORMANCE BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the **Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 3**, more particularly described in the Contract (hereinafter called the “Project”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

PRINCIPAL

By: _____(SEAL)

Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____(SEAL)

Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

ATTACHMENT D
(consisting of 2 pages)

PAYMENT BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____ [*insert date of award*] which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the construction of a Project known as RFP 17-500449 Design-Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction-Package No. 3, as more particularly described in the Contract (hereinafter called the “Project”);

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

1. A “Claimant” shall be defined herein as any Subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any Subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a claim against the County, or the property of the County, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the County, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alternations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any

Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. §36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

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

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS: _____

[Attach Original Power of Attorney]

RFP 17-500449

Gravity Sewer System Rehabilitation, Replacement & Construction – Package No. 3

ATTACHMENT E

BUSINESS AND PROFESSIONAL LICENSES AND CERTIFICATIONS

RFP 17-500449

Gravity Sewer System Rehabilitation, Replacement & Construction – Package No. 3

ATTACHMENT F

BUSINESS ORGANIZATION DOCUMENTS

RFP 17-500449

Gravity Sewer System Rehabilitation, Replacement & Construction – Package No. 3

ATTACHMENT G

CERTIFICATE OF INSURANCE, DECLARATIONS, AND ENDORSEMENTS

ATTACHMENT H

EXECUTIVE ORDER NO. 2014-4 NEW ETHICS POLICY



Office of Interim Chief Executive Officer

DeKalb County, Georgia

Lee N. May

Interim CEO

Executive Order No. 2014-4 New Ethics Policy

WHEREAS, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

WHEREAS, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

WHEREAS, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

WHEREAS, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

WHEREAS, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

WHEREAS, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

NOW THEREFORE, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

June 24, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3: Chief Executive Officer

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

³ “Interested Source” means any person or entity who: (a) is seeking official action by the employee or the employee’s department; (b) does business or seeks to do business with the county or the employee’s department; (c) conducts activities regulated by the employee or the employee’s department; (d) has interests that may be substantially affected by performance or nonperformance of the employee’s official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

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

Section 4: Training

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

Section 5: Contractors and CEO-sponsored events

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

Section 6: Support of the Ethics Board of DeKalb County

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

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

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

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

Section 7: Comprehensive and Updated Ethical Rules

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

Section 8: Compliance and Effective Date

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

SO ORDERED this 25th OF June, 2014.


LEE N. MAY
Interim Chief Executive Officer

ATTEST:


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

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

ATTACHMENT I

**DEKALB COUNTY DEPARTMENT OF WATERSHED MANAGEMENT (DWM) BADGING
POLICIES AND PROCEDURE**

ATTACHMENT J

OCIP MANUAL

EXHIBIT 1

TECHNICAL DRAWINGS

FOR

**GRAVITY SEWER SYSTEM REHABILITATION, REPLACEMENT AND
CONSTRUCTION PACKAGE NO. 3**

DEKALB COUNTY, GEORGIA
RFP: 17-500449
DeKalb County
Department of Watershed Management
4572 Memorial Drive
Decatur, Georgia 30032

Technical Drawings are included on the DeKalb County's web site
<https://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> as an attached separate document

EXHIBIT 2

GUIDE SPECIFICATIONS

FOR

**GRAVITY SEWER SYSTEM REHABILITATION, REPLACEMENT AND
CONSTRUCTION PACKAGE NO. 3**

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EXHIBIT 3

CCTV DATA

FOR

**GRAVITY SEWER SYSTEM REHABILITATION, REPLACEMENT AND
CONSTRUCTION PACKAGE NO. 3**

DEKALB COUNTY, GEORGIA
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DeKalb County
Department of Watershed Management
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Large Technical Files are included on the DeKalb County's web site as an attached
separate document

<https://sftp.dekalbcountyga.gov/f/3befe51fa91e287e>