



**DeKalb County
Department of Purchasing and Contracting**

April 12, 2021

**REQUEST FOR PROPOSALS (RFP) NO. RFP 21-500567
FOR
CONSENT DECREE - DESIGN AND ENGINEERING SERVICES
FOR SHOAL CREEK TRUNK SEWER RELIEF PROJECT
(MULTIYEAR CONTRACT)
FOR THE DEPARTMENT OF WATERSHED MANAGEMENT**

Procurement Agent: Awilda Hernandez
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Email: ahernandez@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: April 14, 2021 or April 21, 2021
(Bidders must attend 1 meeting on either of the dates listed.) (Meetings are held at 10:00 a.m. and 2:00 p.m. EST)
Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"

Mandatory Pre-Proposal Conference: April 19, 2021 at 2:30 P.M.
Via Zoom Video Conference:
<https://dekalbcountga.zoom.us>
Password: 500567

Deadline for Submission of Questions: 5:00 P.M. ET, April 23, 2021
Deadline for Receipt of Proposals: 3:00 P.M. ET, May 26, 2021

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

TABLE OF CONTENTS

Section	Title	Page
I.	Introduction.....	3
II.	Scope of Work.....	6
III.	Proposal Format	6
	A. Cost Proposal Form	7
	B. Technical Proposal	7
	C. DeKalb First Local Small Business Enterprise Ordinance	12
	D. Federal Work Authorization Program	12
IV.	Criteria for Evaluation	12
V.	Contract Administration	13
	A. Standard County Agreement for Professional Services	13
	B. Submittal Instructions	13
	C. Mandatory Pre-Proposal Conference	14
	D. Questions.....	14
	E. Acknowledgement of Addenda.....	14
	F. Proposal Duration.....	14
	G. Project Director/Contract Manager.....	14
	H. Expenses of Preparing Responses to this RFP	14
	I. Georgia Open Records Act	15
	J. First Source Jobs Ordinance	15
	K. Business and Professional License	15
	L. Ethic Rules	15
	M. Right to Audit	16
	N. Insurance for Professional Services	16
	O. Cooperative Procurement	18
	P. Funding	18
VI.	Award of Contract	19
VII.	Attachments.....	19
VIII.	Exhibits	
	Scope of Work	Exhibit I
	Guide Specifications Excerpt	
	Technical Specifications Table of Content	Exhibit II
	Project Map	Exhibit III
	Special Conditions	Exhibit IV
	Segment Pipe List	Exhibit V



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

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DEKALB COUNTY, GEORGIA

I. INTRODUCTION

A. Purpose

DeKalb County Government (the County) requests qualified individuals and firms with experience in Design and Engineering Services to submit proposals to provide Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project for the Department of Watershed Management (DWM). DWM is in the process of developing a new Capital Improvement Plan (CIP) covering the period 2021 through 2030 (CIP 2021), with a proposed budget of \$2.4 billion. This Project is part of the County's \$1.345 billion Capital Improvement Plan (CIP). The Project's anticipated work includes the evaluation of alternatives followed by design, permitting and engineering services during construction.

B. 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.

In 2020 the County completed their Sewer Master Plan which identified numerous trunk sewers that require upsizing in order to carry 2050 projected flows. These trunk sewers are expected to reduce or eliminate future sanitary sewer overflows (SSOs) in order to be in compliance with the Consent Decree requirements.

The Shoal Creek Trunk Sewer has been identified as an early project to address seven (7) repeat SSO areas that have been documented by the Consent Decree Program Management Team (CDPMT). These seven areas are:

1. 1433 Deerwood Dr.
2. 1615 Melanie Ct.
3. 2480 Miriam Ln.
4. Thrasher Circle
5. 3230 Boring Rd.
6. 4347 Flat Shoals Pkwy.
7. 4124 Flakes Mill Rd.

The existing sewer main within this scope begins as a 42-inch at the influent pump station of Snapfinger Advanced Wastewater Treatment Facility (AWTF) near Flakes Mill Road. The trunk sewer heads north initially along the banks of South River and then transitions to the flood plain of Shoal Creek. It crosses many roads including Flat Shoals Parkway (SR155), I-285, I-20, Glenwood Road, and Memorial Drive (SR10) before terminating as an 8-inch main north of S. Columbia Drive and Talley Street. The existing route crosses approximately 249 individual properties. See summary tables below of existing and proposed diameter and approximate lengths corresponding to the location map found in Exhibit III.

Existing Diameter (Inch)	Length (LF)
8	4,076
10	2,540
12	2,951
14	338
15	7,998
18	4,203
20	911
21	6,635
24	13,545
36	16,315
40	672
42	6,701
TOTAL	66,885

Proposed Diameter (Inch)	Length (LF)
12	2,372
15	2,071
18	5,572
20	3,210
24	5,689
30	865
36	4,939
42	19,164
48	22,763
TOTAL	66,645

The selected Engineer will be provided a complete topographic survey of the existing sewer main and a geotechnical report. The Engineer is expected to provide an analysis for either designing a replacement sewer within the same trench or a relief sewer while maintaining flow in the existing main.

The Engineer is also expected to ensure the final design maintains service to all currently served properties. The County does not have historical data indicating connections. However, some assessment data (CCTV and TISCIT) has been collected and analyzed for the included Scope of Work and will be provided to the awarded Proposer of this RFP.

By selecting the design-bid-build delivery method for this Project, the County is committed to working in close collaboration with the awarded Engineer throughout each phase of the Project to achieve the objectives for successful delivery of services. County will award to the Engineer based upon the procedures set forth in The DeKalb County Purchasing Policy, the Georgia Local Government Public Works Law (O.C.G.A. §§ 36-91-1 et seq.) and as further provided herein.

C. Objectives

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

1. Community: Project shall minimize impacts to the surrounding communities.
2. Schedule: Achieve County's milestone dates for design and construction of the Project. This project is directly included as a specific requirement of the new Consent Decree.
3. Cost: Successful completion of the Project within the County's allocated budget and at the least life-cycle cost to its rate-payers to assure continued and future reliable service.
4. Safety and Sustainability: Implement effective safety and sustainable features by incorporating best industry practices into the design.
5. Coordination and Collaboration: Achieve a high degree of design coordination, establishing a working environment that emphasizes innovation, teamwork, quality, contract compliance, cost savings methodologies, and partnering between all Project parties.

D. Required Documents

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

Required Documents Checklist	Attachment
Cost Proposal Form (1 Original & 1 Identical Flash Drive, Separate & Sealed) *	A
Proposal Cover Sheet *	B
Contractor Reference and Release Form *	C
LSBE Subcontractor Reference and Release Form (Please make additional copies as needed) **	D

DeKalb First Local Small Business Enterprise (LSBE) Ordinance Information Documents with Exhibits 1 & 2; Mentor Protégé Form *	E
Responder/Contractor Affidavit of Compliance with O.C.G.A. § 13-10-91 *	F
Sub-Responder Affidavit of Compliance with O.C.G.A. § 13-10-91 **	G
First Source Jobs Ordinance Information Documents (with Exhibits 1 & 2 <u>only</u>) *	H
Affidavit and Oath of Successful Responder *	I
Exceptions to the Scope of Work and Sample County Agreement for Professional Services; if any	_____

***Failure to complete and submit these mandatory forms with the technical proposal, will result in the responder being deemed non-responsive.**

****Sub-Responder forms are to be completed if a subcontractor will be utilized to fulfill the requirements of this contract. Failure to submit these forms, if applicable, will result in the responder's proposal being deemed non-responsive.**

E. Term of Agreement

The services required for this RFP shall commence within ten (10) calendar days from the date the Contractor acknowledges receipt of the Notice to Proceed (NTP). Contractor shall fully complete the Work within 2,555 calendar days from and including the acknowledgement date. Any additional time that may be required must be approved in writing by the County. No additional remuneration will be allowed for an extension of time other than approved contract extensions.

II. SCOPE OF WORK

Engineer shall prepare the Basis of Design Report (BDR), drawings, specifications, permit applications and supporting documentation to obtain all permits necessary, and coordination with regulatory agencies and utility companies, to Bid and construct the Project in accordance with applicable regulations. Engineer shall provide engineering services during construction, including post-construction services, to construct and successfully commission the Project.

Final Project reports, drawings and specifications, and intermediate deliverable submissions as noted, shall be signed, and sealed by a Professional Engineer licensed in the State of Georgia. The Project shall be implemented in three parts, as defined in **Exhibit I, Scope of Work**.

III. PROPOSAL FORMAT

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

A. Cost Proposal

1. The cost proposal must be submitted as one (1) hardcopy original and one (1) identical copy submitted on unlocked flash drive. Both submittals must be submitted together in a separate, sealed envelope with the responder's name and **"Cost Proposal for Request for Proposals No. 21-500567 for Consent Decree – Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract)"** 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 submit their costs on Attachment A, Cost Proposal Form. Provide a Cost Proposal for Professional Services in accordance with the Scope of Work and submit for Parts One: Design Phase, Part Two: Bid Phase, Part Three: Construction and Post Construction Phase. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

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

1. **Submittals** - Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and **"Request for Proposals No. 21-500567 for Consent Decree – Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract)"** on the outside of each envelope or box.

The Technical Proposal shall include responses to all the information requested in this RFP, except the information specifically required for the Cost Proposal Form. The Technical response submittal shall include one (1) hardcopy stamped "Original" with one (1) identical copy submitted on an unlocked flash drive.

2. **Format** - The Technical Proposal must not exceed a total of 50 single-sided pages or 25 double-sided pages, including Transmittal letter and Attachment B, *Proposal Cover Sheet*. Page sizes must be 8 ½ x 11-inch paper with 1 inch or greater margins, excluding the index or table of contents, front and back covers, title pages or separation tabs, resumes, and appendices. Of the 50 pages (25 double sided), a maximum of ten (10) pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used.

Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal is imperative. The County prefers a well-planned, straight forward business presentation with brief explanation.

3. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this following the Transmittal Letter for the technical proposal.
4. **Content** - The content requirements set forth in this RFP represent the minimum content requirements for the Proposal. It is the Proposer's responsibility to include information in its Proposal to present all relevant qualifications and other materials. The Proposal, however, shall 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.

The Proposal must include the following information in the order listed:

- Transmittal Letter
- Attachment B, Proposal Cover Sheet
- Part 1 – Executive Summary
- Part 2 – Firm/Agency Information
- Part 3 – Project Team
- Part 4 – Project Approach
- Appendix A – Required Documents and Acknowledgements
- Appendix B – Resumes (limited to two pages per individual)

a. **Transmittal Letter and Proposal Cover Sheet**

Proposers must submit a transmittal letter on the Proposer's letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number and email address for the Proposer's Contact, and must specify who would be Engineer's signatory to contract documents executed with County and with it should include other information as follows:

- i. Proposer Firm's Name
- ii. Physical Address
- iii. Contact Name
- iv. Statement that the proposal shall remain in effect, and not be withdrawn for one-hundred Twenty (120) days after the date due to County.
- v. Statement acknowledging receipt of each Addendum that County may issue to the RFP.
- vi. Statement that, if awarded, Proposer shall negotiate in good faith with County.
- vii. A clear and concise response as to why County should award your firm for this project

Attachment B, *Proposal Cover Sheet*, should follow the transmittal letter.

b. **Part 1 – Executive Summary**

The Executive Summary must include a concise overview of the key elements of

the Proposal. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

c. Part 2 – Firm/Agency Information

Provide firm's profile and qualifications including specific experience providing large gravity sewer design. Included as a minimum, the following information:

- i. Type of ownership and number of years providing the services requested in the RFP.
- ii. Discussion of ongoing contracts/projects with their current status and projected termination dates.
- iii. Discussion of any pending litigation against the firm or individual.
- iv. Material adverse condition.
Engineer must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks. If the firm answers "yes" to this situation, complete information pertaining to the nature and duration of the impact shall be disclosed to Dekalb County (not counted towards the page limit).
- v. The Engineering firm must have an active, current license to practice engineering and surveying in the State of Georgia.

Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work (Audited statements are preferable. If financial statements are not available, at minimum, a balance sheet, income statements, and cash flow statements must be submitted). Provide the year of incorporation.

d. Part 3 – Project Team

Identify the project manager and key staff members who will be assigned to the project. Include qualifications, licenses, and relevant experience for the identified team members. Provide a detailed description of Engineer's experience with the design of projects similar in size, scope and complexity to the Project described in this RFP. Projects delivered that highlight the qualifications of Responder's Key Personnel and that demonstrate a collaborative working environment that facilitate meeting or exceeding County's project requirements are highly desired.

i. Minimum Qualification Requirements

a) Licensing

Engineer and each of its Subconsultant firms must be licensed in the State of Georgia for the type of work to be performed by each firm. Engineer in charge must be a Professional Engineer licensed in the State

of Georgia. Easement, plats, and legal descriptions will be prepared by a Professional Surveyor licensed to practice in the State of Georgia.

b) Design experience

Within the past ten (10) years, Engineer must have successfully completed the design of at least three (3) twenty-four inch (24”) or larger trunk sewer projects for municipal clients in the United States.

c) Staff Experience

Project Manager: Project Manager shall be an employee of the Engineer’s firm. Within the past ten (10) years, the Project Manager must have successfully completed at least three (3) gravity sewer main design projects in a managerial role. Project Manager’s reference projects that are similar in size, scope and complexity as defined in Exhibit I: Scope of Work are highly desired.

ii. Key Personnel

a) Identify Key Personnel (and their firm affiliations and physical office locations) on the Project Team and describe their specific responsibilities during each of the three Parts of the Project.

b) Provide organizational charts during each of the three Parts of the Project showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations) and describe Engineer’s approach to the management of such Key Personnel, including personnel of other firms.

c) Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during each Part of the Project.

d) Provide resumes for all Key Personnel in Appendix B (Resumes). Resumes must be limited to two pages per individual and include:

- 1) Academic and professional qualifications
- 2) Professional registration and Licenses (as applicable)
- 3) Experience as it relates to the Project and the individual’s specified role and responsibility on the Project

e) Requirements of Firms and Key Personnel:

Responders are advised that all Firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project Phases: Design, Engineering Services during the Bid Phase, Engineering Services during Construction and Post-Construction. Any changes in the Firm and/or Key Personnel, under extraordinary circumstances, must be submitted in writing to the County. The County, at its own discretion, will make the decision on the acceptance or denial of the authorization

of the change.

iii. Reference Projects

Responder shall provide three (3) references for projects similar in size, scope and complexity as defined in Exhibit I: Scope of Work, using the Attachment C, *Contractor Reference and Release Form*. Each project description shall contain at least the following information:

- a) Name of owner
- b) Owner reference and contact information
- c) Role of Proposer
- d) Contract value for the design
- e) Contract value for the construction
- f) Year started, and year completed, as compared to planned year started, and planned year completed
- g) Description of the project showing relevance to this Project

Provide three (3) references for each LSBE Subconsultant 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 LSBE Subconsultant to the project outlined in this RFP. Use Attachment D, *LSBE Subcontractor Reference and Release Form*. Make additional copies as needed.

e. Part 4 – Project Approach

Recommend a project approach and specific project steps including the use of sub-consultants and/or partners. Include a discussion of the schedule of work to be performed that demonstrates an understanding of the requested scope. Describe expectations of the type and amount of work to be requested of County staff to assist in the design process. Submit a concise description of Proposer's concepts for managing 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. Discussion of how the design will be managed and how the design and construction processes interface including how value engineering and constructability issues will be addressed during design and during construction.
- ii. Discussion of detailed design alternatives with advantages and disadvantages of each alternative. The Engineer shall describe in detail why they would recommend one alternative over the other including reasons such as cost, constructability, community disruption, risk, etc.
- iii. Discussion of Engineer's proposed approach which may decrease community/public disruption, improve the design, lower the construction cost, or shorten the construction schedule. The proposed approach shall be described in detail to provide County the ability to evaluate.

C. DeKalb First Ordinance

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

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, it is **mandatory** that the Attachment F, *Responder/Contractor Affidavit of Compliance with O.C.G.A. § 13-10-91* and Attachment G, *Sub-Responder Affidavit of Compliance with O.C.G.A. § 13-10-91* be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

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

- | | |
|--|-------------------|
| A. Technical Approach to the Project | (30 points) |
| B. Personnel | (25 points) |
| C. Organizational Qualifications | (25 points) |
| D. Cost | (10 points) |
| E. Local Small Business Enterprise Participation | (10 points) |
| F. Oral Interviews (if granted) | (10 points) bonus |

The County reserves the right to conduct optional interviews with all responders or a short-listed group of responders. If the County determines that it is in its best interest to develop a

short list of responders for interview, it shall be based on the following calculation:

Highest Responder Score – Interview Points = Short Listed Score

Example: 91-10 = 81. Any responder with a score of 81 or greater will be interviewed.

V. CONTRACT ADMINISTRATION

A. Standard County Agreement for Professional Services

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

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and one (1) unlocked flash drive containing an identical copy of the Technical Proposal (do not include Cost Proposal here); and one (1) original Cost Proposal and one (1) unlocked flash drive containing an identical copy of the 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 May 26, 2021.

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 21-500567 for Consent Decree - Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract)" on the outside of the envelope(s) or box(es).

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

C. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held at 2:30 p.m. on the 19th day of April 2021 at via Zoom at the following link: <https://dekalbcountga.zoom.us>. Interested responders are **required** to attend and participate in the mandatory pre-proposal conference. For individual firms planning to propose as a yet to be formed joint venture, a representative from each firm is required to attend. Failure of a proposer to attend the mandatory pre-proposal video conference, will be cause for rejection of proposal. For information regarding the mandatory pre-proposal conference, please contact Awilda Hernández at (404) 687-3943 or email her at ahernandez@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Awilda Hernandez, via email to ahernandez@dekalbcountyga.gov, no later than close of business on April 23, 2021. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. Mandatory Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the Proposal. Mandatory Addendum acknowledgments must be received by the County before the Proposal closing time and date. Failure to properly acknowledge any mandatory addendum will result in the proposed Proposal being deemed non-responsive. Responder may call Awilda Hernandez at (404) 687-3943 or send an email to ahernandez@dekalbcountyga.gov to verify the number of addenda prior to submission. All addenda issued for this Project may be found on DeKalb County's website, <http://www.dekalbcountyga.gov/formalbids>.

F. Proposal Duration

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

G. Project Director/Contract Manager

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

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

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

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

K. Business and Professional License

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If Responder is a joint venture, Responder shall submit valid business licenses for each member of the joint venture. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

L. Ethics Rules

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

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the

rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

M. Right to Audit

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

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

N. Insurance for Professional Services

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

1. Certificate Insurance in companies doing business in Georgia and acceptable to the County covering:
 - a. Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - Employer's liability insurance by accident, each accident \$1,000,000
 - Employer's liability insurance by disease, policy limit \$1,000,000
 - Employer's liability insurance by disease, each employee \$1,000,000
 - b. Professional Liability Insurance on the Contractor's services in this

Agreement with limit of \$1,000,000;

- c. Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- d. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- e. Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate

2. Additional Insured Requirement:

- a. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractors. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- b. All coverages required of the Contractor will be primary over any insurance or self- insurance program carried by the County.
- c. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Certificates of Insurance must be executed in accordance with the following provisions:

- a. Certificate to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- b. Certificates to contain the location and operations to which the insurance applies;
- c. Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- d. Certificates to contain Contractor's contractual liability insurance coverage;
- e. Certificates are to be issued to:

**DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Building, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

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

O. Cooperative Procurement

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

P. Funding

Funding for this contract may be provided under the Water Infrastructure Finance and Innovation Act (WIFIA) and/or the Georgia Environmental Finance Authority (GEFA). Performance of the contract, in whole or in part, may be contingent and subject to availability under WIFIA and GEFA to DeKalb County, Georgia. Proposers should become familiar with all laws, ordinances, rules, and regulations applicable to the execution and performance of the contract subject to WIFIA and GEFA; not limited to the Davis Bacon Act, American Iron and Steel Requirements, and Disadvantage Business Enterprise Participation requirements.

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

The 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 make one (1) award or multiple awards.

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

Sincerely,

Awilda Hernandez, Procurement Agent
Department of Purchasing and Contracting

VII. ATTACHMENTS

Attachment A:	Cost Proposal Form
Attachment B:	Proposal Cover Sheet
Attachment C:	Contractor Reference and Release Form
Attachment D:	LSBE Subcontractor Reference and Release Form
Attachment E:	DeKalb First Local Small Business Enterprise (LSBE) Ordinance Information with Exhibits 1&2 and Mentor Protégé Form
Attachment F:	Responder/Contractor Affidavit of Compliance with O.C.G.A. § 13-10-91
Attachment G:	Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91
Attachment H:	First Source Jobs Ordinance Information with Exhibits 1 – 4
Attachment I:	Affidavit and Oath of Successful Responder
Attachment J:	Sample County Agreement for Professional Services
Exhibit I:	Scope of Work
Exhibit II:	Guide Specifications Excerpt (Technical Specifications Table of Contents)
Exhibit III:	Project Map
Exhibit IV:	Special Conditions
Exhibit V:	Segment Pipe List

ATTACHMENT A

COST PROPOSAL FORM

**CONSENT DECREE - DESIGN AND ENGINEERING SERVICES FOR SHOAL CREEK
TRUNK SEWER RELIEF PROJECT (MULTIYEAR CONTRACT)**

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. 21-500567 Consent Decree - Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract)" clearly identified on the outside of the envelope.

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

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL FORM (continued)

All Proposers shall provide costs based on the documents provided in this RFP and attachments. The Total Project Fee sum provided with this proposal shall be a Not-to-Exceed price to fulfill the scope of work as provided. **Attachment A** shall be submitted with the Proposal in a separate sealed envelope entitled “**Cost Proposal for the Request for Proposals No. 21-500567 Consent Decree - Design and Engineering Services for the Shoal Creek Trunk Sewer Relief Project (Multi-Year Contract)**”. All Proposers are required to submit a completed Cost Proposal Form, accompanied by a detailed breakdown of costs. If Proposer does not submit a completed Cost Proposal Form, accompanied by a detailed breakdown of costs, then the proposal shall be deemed non-responsive.

Include a detailed breakdown of costs, including those for Subconsultants and Subcontractors, showing each billing labor category, the fully burdened hourly billing rate for each labor category, the level of effort (hours) for each labor category and total amounts by each Subtask, rolled up to each Task, rolled up to each of the three (3) Project parts, rolled up to the Project Fee Subtotal. Note that actual annual adjustments to the billing rates shall be incorporated into each phase accordingly such that the Project Fee subtotal reflects the total of the anticipated contract duration. Proposals shall confirm that their pricing is complete with escalation aligned with consumer price index (CPI) increases in the Atlanta region.

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

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

Responder: State a Lump Sum Price for all costs, direct and indirect, administrative costs, and all things necessary for the completion of RFP 21-500567 Consent Decree - Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract).

Consent Decree – Design and Engineering Services for the Shoal Creek Trunk Sewer Relief Project (Multiyear Contract)		
ITEM NO.	SUMMARY OF PROPOSAL PRICE	TOTAL PRICE
Part One: Design		
A	Engineering and Design Costs	
A.1	Section I: Snapfinger AWTF to Flat Shoals Pkwy	\$
A.2	Section II: Flat Shoals Pkwy to Hwy I-20	\$
A.3	Section III: Hwy I-20 to S. Columbia Dr	\$
B	Permitting	\$
C	Easement Plats and Legal Descriptions (249 anticipated properties)	\$
D	Owner Controlled Allowance – Field Survey and Other Testing – Geotechnical Investigation – Permitting Fees – Engineering and Design Costs (e.g. re-alignment, field design changes)	\$ 600,000.00
Part Two: Engineering Services during the Bid Phase		
E	Engineering and Design Costs	\$
Part Three: Engineering Services during Construction and Post-Construction		
F	Engineering and Design Costs	\$
Total Project Fee = (A.1+A.2+A.3) + B + C + D + E + F		\$

 (State the amount in writing on this line)

\$ _____

(State amount in figures on this line)

ATTACHMENT B

PROPOSAL COVER SHEET

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

Please complete and include this cover sheet with your Technical Proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 21-500567 Consent Decree - Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract) described herein must be received in the Purchasing & Contracting Department, 2nd Floor, Manuel Maloof Bldg., 1300 Commerce Drive, Decatur, Georgia 30030 by <u>May 26, 2021 3:00 pm (EST)</u> and shall be marked in accordance with the RFP, Section III. Proposal Format, B. Technical Proposal.</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>			
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.			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C CONTRACTOR REFERENCE AND RELEASE FORM

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

Reference Company Name No.1	Contact Person Name and Title		
Email Address	Telephone No. (include area code)		
Complete Primary Address	City	State	Zip Code
Reference Project Name			
Description of Services Provided			
Description of the Reference Project showing relevance to the Project on this RFP			
Role of the Proposer			
Contract Period	Year started, and year completed		
Contract value for the design	Contract value for the Construction		

Reference Company Name No. 2	Contact Person Name and Title		
Email Address	Telephone No. (include area code)		
Complete Primary Address	City	State	Zip Code
Reference Project Name			
Description of Services Provided			
Description of the Reference Project showing relevance to the Project on this RFP			
Role of the Proposer			
Contract Period	Year started, and year completed		
Contract value for the design	Contract value for the Construction		

Reference Company Name No. 3	Contact Person Name and Title		
Email Address	Telephone No. (include area code)		
Complete Primary Address	City	State	Zip Code
Reference Project Name			
Description of Services Provided			
Description of the Reference Project showing relevance to the Project on this RFP			
Role of the Proposer			
Contract Period	Year started, and year completed		
Contract value for the design	Contract value for the Construction		

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 D
LSBE SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT E
DEKALB FIRST LSBE ORDINANCE 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 E
DEKALB FIRST LSBE ORDINANCE INFORMATION
WITH EXHIBITS 1 – 2**

EXHIBIT 1

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

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

PRIME BIDDER/PROPOSER _____

SOLICITATION NUMBER: RFP 21-500567

TITLE OF UNIT OF WORK – Consent Decree - Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract)

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 E
DEKALB FIRST LSBE ORDINANCE INFORMATION
WITH EXHIBITS 1 – 2

EXHIBIT 1, Continued

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 at 404-371-4770 or DeKalbFirstLSBE@dekalbcountyga.gov.

**ATTACHMENT E
DEKALB FIRST LSBE ORDINANCE INFORMATION
WITH EXHIBITS 1 – 2**

EXHIBIT 1, (Continued)

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

Bidder/Proposer Statement of Compliance

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

1. Non-Discrimination Policy

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

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

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit 1 and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

**ATTACHMENT E
DEKALB FIRST LSBE ORDINANCE INFORMATION
WITH EXHIBITS 1 – 2**

EXHIBIT 2

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____
(Name of Prime Contractor Firm)

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

ITB Number: RFP 21-500567

Project Name: Consent Decree - Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract)

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:** _____



**DEKALB FIRST
LOCAL SMALL BUSINESS ENTERPRISE
PROGRAM**

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 – LSBE Program, a quarterly summary of the mentor skills & training provided to the Protégé, which shall include:

<u>Place Initials Below</u>	
	Mentor Protégé
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 than 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.	_____

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

Mentor

Protégé

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT F
RESPONDER/CONTRACTOR AFFIDAVIT
OF COMPLIANCE WITH O.C.G.A. § 13-10-91

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

Responder/Contractor Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

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

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the 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

Federal Work Authorization
Enrollment Date

Name of Subcontractor

RFP No. 21-500567 Consent Decree - Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract)
Name of Project

DeKalb County Government Georgia
Name of Public Employer

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

Executed on _____, 202_ 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 H
FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

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

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

**ATTACHMENT H**

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

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.

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

ATTACHMENT H**FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)****EXHIBIT 3**

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

DATE:**FEDERAL TAX ID:****COMPANY NAME:****WEBSITE:****ADDRESS:****(WORKSITE ADDRESS IF DIFFERENT):****CONTACT NAME:****TITLE:****CONTACT E-MAIL ADDRESS:****CONTACT PHONE:**

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

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

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

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

SALARY RATE (OR RANGE): _____ **SPECIFIC WORK SCHEDULE:** _____

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

PUBLIC TRANSPORTATION ACCESSIBILITY: YES ☐ NO ☐

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

☐ CREDIT CHECK ☐ DRUG ☐ MVR ☐ BACKGROUND ☐ OTHER _____

HOW TO APPLY: _____

Please return form to: jbbblack@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY

SYSTEM

TYPE: ☐ First Source ☐ Direct Hire ☐ Work Experience (WEX) **ENTRY DATE:** _____

ASSIGNED TO: _____ **DATE:** _____

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

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

EXHIBIT 4
EMPLOYMENT ROSTER
DeKalb County

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

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

ATTACHMENT I

AFFIDAVIT AND OATH OF SUCCESSFUL RESPONDER

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

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

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

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

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

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

to DeKalb County even though it may be the low evaluated Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

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

By:_____
Signature

Print Name of Affiant

Print Title of Affiant

Subscribed and Sworn before me on this the

_____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT J

**SAMPLE COUNTY AGREEMENT
FOR
PROFESSIONAL SERVICES**

AGREEMENT FOR PROFESSIONAL SERVICES**DEKALB COUNTY, GEORGIA**

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

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

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2029, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed **XXXXXX (\$XXXX.XX)**, unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of three (3) pages attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: Alia Johnson, Project Manager
Department of Watershed Management
4572 Memorial Drive
Decatur, GA 30032

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

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all design and engineering services in accordance with the County's Request for Proposals (RFP) No. **21-500567 Consent Decree - Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project (Multiyear Contract)** for **Professional Services**, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE V. GENERAL CONDITIONS

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

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

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any

monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

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

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

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

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

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

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the

County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnatee against claims, actions, or expenses based upon or arising out of the County Indemnatee’s sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

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

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

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

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

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

K. **Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable

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

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

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

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

P. First Source Jobs Ordinance and Preferred Employees The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. Business License Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city

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

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal Form; Attachment B, Certificate of Insurance, Declarations, and Endorsements; Attachment C, Contractor's Affidavit of Compliance with O.C.G.A. § 13-10-91; Attachment D, Subcontractor's Affidavit(s) of Compliance with O.C.G.A. § 13-10-91; Attachment E, Sub-subcontractor's Affidavit(s) of Compliance with O.C.G.A. § 13-10-91; Attachment F, Affidavit and Oath of Successful Responder; Attachment G, Business and Professional License; Attachment H, Certificate of Corporate Authority or Joint Venture Certificate; Attachment I, Executive Order No. 2014-4 New Ethics Policy; Appendix I, County's RFP; and Appendix II, Contractor's Response

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

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

If to the County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

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

If to the Contractor:

_____,

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

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

X. **Federal and/or State Funding/Law** Without limiting the provision herein concerning the applicability of certain laws, ordinances, rules and regulations, Contractor has been explicitly informed and understands that the following laws, ordinances, rules and regulations apply to the execution and performance of all parts of this Contract, the Project and the Work: The American Iron and Steel Requirement, 33 U.S.C. 3914; The Davis Bacon Act, 40 U.S.C. 3141 et seq.; The National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq.; Archeological and Historic Preservation Act, 16 U.S.C. 469–469c; Clean Air Act, 42 U.S.C. 7401 et seq.; Clean Water Act, 33 U.S.C. 1251 et seq.; Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq.; Coastal Zone Management Act, 16 U.S.C. 1451 et seq.; Endangered Species Act, 16 U.S.C. 1531 et seq.; Federal Actions to Address Environmental Justice in Minority Populations and Low–Income Populations, Executive Order 12898, 59 FR 7629, February 16, 1994; Floodplain Management, Executive Order 11988, 42 FR 26951, May 24, 1977, as amended by Executive Order 13690, 80 FR 6425, February 4, 2015; Protection of Wetlands, Executive Order 11990, 42 FR 26961, May 25, 1977, as amended by Executive Order 12608, 52 FR 34617, September 14, 1987; Farmland Protection Policy Act, 7 U.S.C. 4201 et seq.; Fish and Wildlife Coordination Act, 16 U.S.C. 661– 666c, as amended; Magnuson–Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et seq.; National Historic Preservation Act, 16 U.S.C. 470 et seq.; Safe Drinking Water Act, 42 U.S.C. 300f et seq.; Wild and Scenic Rivers Act, 16 U.S.C. 1271 et seq.; Debarment and Suspension, Executive Order 12549, 51 FR 6370, February 21, 1986; Demonstration Cities and Metropolitan Development Act, 42 U.S.C. 3301 et seq., as amended,

and Executive Order 12372, 47 FR 30959, July 16, 1982; Drug-Free Workplace Act, 41 U.S.C. 8101 et seq.; New Restrictions on Lobbying, 31 U.S.C. 1352; Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under 42 U.S.C. 7606 and 33 U.S.C. 1368, and Executive Order 11738, 38 FR 25161, September 12, 1973; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq.; Age Discrimination Act, 42 U.S.C. 6101 et seq.; Equal Employment Opportunity, Executive Order 11246, 30 FR 12319, September 28, 1965; Section 13 of the Clean Water Act, Pub. L. 92-500, codified in 42 U.S.C. 1251; 40 CFR Part 7; Section 504 of the Rehabilitation Act, 29 U.S.C. 794, supplemented by Executive Orders 11914, 41 FR 17871, April 29, 1976 and 11250, 30 FR 13003, October 13, 1965; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.; and Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements, 73 FR 15904.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in by their authorized representative as of this _____ day of _____, 20____, (hereinafter called the “execution date”).

NAME OF CONTRACTOR

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Name
Title

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

Federal Tax I.D. Number

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)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Reginald D. Wells, Director
Department of Watershed Management

Assistant County Attorney Signature
DeKalb County, Georgia Law Department

ATTACHMENT A

Contractor's Cost Proposal

SAMPLE

ATTACHMENT B
CERTIFICATE OF INSURANCE
DECLARATIONS, AND ENDORSEMENTS

SAMPLE

ATTACHMENT C

CONTRACTOR'S AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. § 13-10-91

SAMPLE

ATTACHMENT D

SUB-CONTRACTOR AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. § 13-10-91

SAMPLE

ATTACHMENT E

SUB-SUBCONTRACTOR AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. § 13-10-91

SAMPLE

ATTACHMENT F

AFFIDAVIT AND OATH OF SUCCESSFUL RESPONDER

SAMPLE

ATTACHMENT G

BUSINESS AND PROFESSIONAL LICENSE

SAMPLE

ATTACHMENT H

**CERTIFICATE OF CORPORATE AUTHORITY
OR
JOINT VENTURE CERTIFICATE**

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

SAMPLE

ATTACHMENT I

EXECUTIVE ORDER NO. 2014-4 NEW ETHICS POLICY

SAMPLE

APPENDIX I

COUNTY'S RFP

SAMPLE

APPENDIX II
PROPOSER SUBMITTAL

SAMPLE

EXHIBIT I

SCOPE OF WORK

I. General

Engineer shall furnish all Professional Engineering services to implement the Project in four tasks with three parts with durations listed below using the design-bid-build delivery method. Note this project is an integral part of the overall efforts included in the 2020 updated Consent Decree. The updated Consent Decree contains significant financial penalties to Dekalb County if work is not completed on time. The below schedule reflects these Consent Decree driven requirements for work completion.

Task 00: Project Management: Engineer shall provide Project coordination and management for the activities performed during Project.

- a. Duration: Entire Project

Task 01: Design: Prepare, submit for review and comment, and present at meetings with County for each milestone deliverable: Basis of Design Report (BDR) with evaluation of alternatives, detailing selected alternatives, and design documents at 30, 60, 90 and 100 percent completion milestones, along with permit applications and supporting documentation to obtain all permits. This step includes acquiring all required permits and providing easement legal descriptions and plats (249 parcels estimated at this time). It is anticipated that easement plats and legal descriptions can begin at the 90% design stage. Proposing firms need to submit a Project Master Schedule (Level 1) to include major milestones with their proposal.

- a. Duration: 12 months for design, 12 months for easement/land acquisition support services and permitting efforts (24 months total). Note that easement acquisition will be completed by a third party for the County.

Task 02: Bid Phase: Engineering services during the Bid phase of the project, including production of Bid and Conformed Contract Documents.

- a. Duration: 12 months.

Task 03: Construction and Post-Construction: Engineering services during Construction and Post-Construction.

- a. Construction Duration: 36 months.
- b. Post-Construction Duration: 12 months (General Contractor's warranty period)

Engineer shall furnish Professional Engineering design services for all engineering disciplines required to provide a complete design for the Project in a series of advancing progressive milestone deliverables. Though not an exhaustive list, engineering disciplines could include the following: hydraulic, surveying, geotechnical, erosion and sediment control (E&SC), civil,

structural, cost estimating, scheduling, environmental, health and safety, permitting, and project management.

All Project documents, including Engineer's deliverables, plans, drawings, estimates, specifications, and data are and remain the property of County. Engineer agrees that County may reuse any and all Project documents at County's sole discretion without first obtaining permission from Engineer and without payment to Engineer.

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

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

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

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

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

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

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

Engineer shall fully evaluate all information provided along with new information that may manifest during its work and shall use its own professional engineering judgment along with the design guidance requirements provided in the **County's Standards** and **Exhibit II Guide Specifications**.

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

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

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

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

Engineer shall be responsible for all travel costs associated with field visits outside of the metro-Atlanta area related to material selection or testing during design and construction of:

1. Section I: Snapfinger AWTF to Flat Shoals Pkwy
2. Section II: Flat Shoals Pkwy to Hwy I-20
3. Section III: Hwy I-20 to S. Columbia Dr

II. Description of Consent Decree – Design and Engineering Services for Shoal Creek Trunk Sewer Relief Project

The project is to be designed based on the following sections as shown in **Exhibit III: Project Map**.

Section I: Snapfinger AWTP to Confluence of Doolittle, Shoal, and Cobb Fowler Creek Gravity Mains near the intersection of Flat Shoals Pkwy and Boring Rd.

This gravity main begins at the Snapfinger AWTP influent pump station as a 42-inches pipe. The size reduces to 40-inches and then 36-inches just downstream of the confluence of Doolittle, Shoal, and Cobb Fowler Creek gravity mains near Boring Rd. This section of the Project is located behind homes in numerous

residential neighborhoods along the banks of the South River. It has two road crossings and no river crossings.

Section II: Confluence of Doolittle, Shoal, and Cobb Fowler Creek Gravity Mains near the intersection of Flat Shoals Pkwy and Boring Rd to I-20 Crossing

The gravity main begins as a 36-inch before crossing under Flat Shoals Pkwy after which it crosses under Highway I-285. It continues as a 36-inch and then decreases to a 24-inch before crossing under Highway I-20. This section is located in a mix of residential and commercial properties along the Shoal Creek flood plain. It has three road crossings, two highway crossings, and at least two creek crossings.

Section III: I-20 Crossing to S. Columbia Dr (project termination)

The gravity main continues north of I-20 as a 24-inch before it becomes a 21-inch crossing under multiple roads and terminates as an 8-inch near S. Columbia Drive. The section also includes other branches which terminate near Forest Boulevard and Hill Street. This section of the gravity main is located in residential neighborhoods along the Shoal Creek flood plain. It has fourteen (14) road crossings, including Memorial Drive, Columbia Drive, and multiple creek crossings throughout the route.

A. Task 0 – Project Management

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

- a. Assign and supervise staff, including reassigning staff from Project if requested by County.
- b. Adequately manage and adhere to the Project Part, Task and Subtask Not-to-Exceed budgets.
- c. Submit deliverables to County on time and in accordance with the contract requirements.
- d. Coordinate and communicate with County in a timely and professional manner.
- e. For each meeting related to the Project (with exception of those specifically assigned to the Construction Manager during construction), Engineer shall be responsible for preparation of Agenda and distribution 3 days in advance of meeting, taking meeting minutes during the meeting and distribution of meeting minutes no later than 5 calendar days following the meeting.

1. Subtask A - Project Initiation

Engineer shall:

- a. Prepare a draft Project Execution Plan summarizing the Project goals and objectives; the Project approach; project organization requirements defining resources/staffing

plan, responsibilities, contacts, and communication plan; Engineer's quality assurance/quality control (QA/QC) plan; project budget, schedule and work breakdown structure; financial tracking procedures; and scope change management process. The project delivery schedule shall be in coordination with County's requirements and milestone dates. Submit for review within 14 calendar days following awardee acknowledgement receipt date of Notice to Proceed Letter.

- b. Schedule and facilitate a Project Kickoff Meeting with County within 30 calendar days following awardee acknowledgement receipt date of Notice to Proceed Letter. At the meeting review the draft Project Execution Plan and Procedures Manual and discuss Project goals, objectives, and critical success factors. Prepare draft Project Execution Plan and agenda and submit to County no later than 3 calendar days prior to Project Kickoff Meeting.
- c. County comments on the draft Project Execution Plan shall be delivered to Engineer within 7 calendar days following the Project Kickoff meeting via a Quality Review Form (QRF). Upon receipt of the QRF, Engineer shall respond to review comments in the QRF, revise the draft Project Execution Plan based on the comments received, and submit a final version within 14 calendar days after receipt of review comments.

2. Subtask B - Monthly Progress Reports

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

3. Subtask C - Change Management

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

4. Subtask D - Quality Management

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

- a. Designate a quality assurance/quality control (QA/QC) officer to the Project that is responsible for implementation of the QA/QC plan, and documentation of QA/QC activities.
- b. Provide checklists and quality management guidance documents for performance of the Project.

- c. Require all Engineer 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 Engineer's qualified quality management personnel prior to each submission to County. Calculations shall be recorded neatly, kept in an orderly fashion for ease in review and suitable for a permanent record of the design work and submitted to County, as applicable, with each deliverable. Highlight significant assumptions and conclusions in the calculations.
- e. Engineer shall identify and utilize an individual or individuals on its staff to perform an independent quality control check of all deliverables, including those of its Subconsultants and Subcontractors, prior to submission to County to ensure that they are accurate, clear and complete and to assure functional coordination of the work with permits, easements, etc. The quality control check shall be comprehensive and shall include at a minimum checking against existing geospatial relationships and subsurface conditions, utilities, sizes and slopes, details, constructability, section and elevation references, coordination of geotechnical discipline, and permitting and/or other Local, State, or Federal regulations. The Drawings shall be checked for coordination with each other and shall be checked for coordination with references to the Specifications. The Drawings and Specifications shall be reviewed for constructability and future maintenance access. Upon request by County, Engineer shall submit within 3 days of request by County the comments from the independent quality control check to County.
- f. Record and submit with draft deliverables certification by the Project Manager that submitted information has been reviewed and checked in accordance with the procedures documented.
- g. County may elect to perform a third-party peer review on behalf of County. Engineer shall supply all necessary calculations, analyses, and other documents needed for the third-party peer review, shall cooperate fully with the peer reviewers and shall adjudicate peer review comments to the mutual agreement of County, the peer reviewers and Engineer.

5. Subtask E - Schedule Management

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

- a. All schedules shall be prepared using scheduling software approved for use by County.
- 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 a baseline Project Schedule with the Project Execution Plan. The Project Schedule shall include a detailed schedule for Part One and Part Two Project activities and summarize activities and milestones for Part Three Project activities. An updated detailed schedule for Part Three Project activities shall be submitted by Engineer around and before issuance of Notice to Proceed to the construction General

Contractor. The Project Schedule shall be based upon the schedule submitted with Engineer's proposal, and shall include at a minimum:

- i. Start date for each activity;
 - ii. Finish date for each activity;
 - iii. Major milestones;
 - iv. Meeting and workshop dates;
 - v. Submittal dates including submission dates for each deliverable, County review periods, submission of responses to County review comments and final submission dates;
 - vi. Identification of critical path; and float. Float is for the exclusive use or benefit of County. Float is a resource that is exclusively controlled by County.
- d. The Project Schedule shall show the milestones and activities of County, Engineer and its Subconsultants and Subcontractors necessary to meet County's overall Project Schedule completion requirements.
- e. General milestone schedule for each deliverable shall be as follows:
 - i. Each draft deliverable shall be submitted to County in two (2) hardcopies and up to two (2) electronic copies on separate devices at the County's request. Each final deliverable shall be submitted to County in two (2) hardcopies and up to two (2) electronic copies on separate devices at the County's request. Final 100% plans shall be submitted to County in six (6) hard copies and up to two (2) electronic copies on separate devices at the County's request. Electronic copies shall be PDF format and final deliverables also shall include MS Word and AutoCAD formats.
 - ii. Submit to County the draft deliverable and agenda for meeting to review draft deliverable no later than 3 calendar days prior to the meeting.
 - iii. Hold meeting to review draft deliverable.
 - iv. Submit to County the meeting minutes for draft deliverable review meeting no later than 5 calendar days following the meeting.
 - v. County comments on the draft deliverable shall be delivered to Engineer within 14 calendar days following the deliverable review meeting.
 - vi. Engineer shall respond to County comments within 14 calendar days following delivery of County comments. The next deliverable (e.g., if draft deliverable is 30%, then the next deliverable is 60% design) shall include a copy of Engineer's responses to County comments on the prior deliverable. Engineer's responses are to be provided with adequate detail for verification purposes, such as locations of revised details, specification sections and updated drawing numbers.
- f. The baseline Project Schedule shall be reviewed and analyzed by County. Engineer shall discuss with County any review comments at the Project kick-off meeting and shall provide a revised baseline schedule that is consistent with mutually agreed upon changes.

- g. Schedule updates shall be made at least monthly and shall be submitted with the level of detail for each update reflecting the information then available, with a narrative describing each change to the schedule. If an update indicates a previously submitted Project Schedule will not be met, Engineer shall provide a detailed corrective recovery plan of action to County for review.

6. Subtask F - Work Management System

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

Engineer shall furnish to County such documents and design data as may be required for, and assist in the preparation of, the required documents so that County may secure approval of governmental authorities having jurisdiction over design criteria applicable to Project, and maintain for all phases of the Project all records necessary to enable governmental audit.

- b. Project Management Information System: A web-based County-approved project management information system (PMIS), which may be the County's SharePoint system, shall be used to facilitate collaboration and management of the Project. Engineer will be required to use the PMIS and follow established procedures and workflows for documenting, sharing, and control of Project information. At a minimum, the PMIS shall be capable of facilitating the following:
- Overall Project tracking and monitoring of key performance indicators;
 - Meeting and workshops agendas, presentations, meeting minutes, and notes;
 - Action items, issues, decision logs, and tracking;
 - Budget and schedule tracking;
 - Document submittals and transmittals including drawings (pdf format);
 - Quality management documentation including comments, responses, and confirmations;
 - Applications for Payment and monthly reports;
 - Templates and tools;
 - Project related communication; and
 - Dashboards of Project progress prepared by County.
- c. Engineer and County will coordinate with Construction Manager and General Contractor to evaluate and select the PMIS to be utilized during Part Three Project activities.

7. Subtask G – Additional Project Management Activities during Construction Phase

Communications shall be maintained between the Engineer and County, as well as coordination during Project meetings with other entities throughout the Project. Engineer

will work with Construction Manager and the General Contractor as County's agent related to construction issues.

The scope of these services is summarized below:

- a. Administration
 - i. Respond and prepare correspondences to County and third-party Construction Manager.
 - ii. Update Project Management Plan.
- b. Document Control
 - i. Utilizing software mutually agreed upon by County, Engineer, Construction Manager and General Contractor, Engineer shall collaborate with Construction Manager to carry out the following construction document processes:
 - 1) Requests for Information (RFIs)
 - 2) Submittals/Shop Drawings/Sample Review
 - 3) Design Change Notices (DCNs)
 - 4) Change Orders
 - 5) Other mutually agreed upon construction documents

B. Task 1 – Design

Engineer shall submit for review and comment, and present at meetings with County for each milestone deliverable: Recommended alternatives to evaluate, BDR, and other permitting documents as applicable, and design documents at 30, 60, 90 and 100 percent completion milestones. Specifically address the following items in the BDR and provide updates for subsequent milestone deliverables:

- Review the Project Requirements and consult with County as appropriate to further clarify requirements for the Project including County's budget, review of Project Design Criteria Requirements, and available County-Furnished Information.
- Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve permits required for construction of the Project.
- Evaluate the Project reference documents, including but not limited to the **County's Standards, Exhibit I, Scope of Work** and **Exhibit II Guide Specifications**, project specific assessment data, and, recommend to County design features, alternatives and options that would benefit the Project.

1. Subtask A - Specialist Professional Services

Engineer shall advise County if additional reports, data, information or services are required. Upon County approval, Engineer shall furnish, up to the budgeted limit listed on the Cost Proposal Form, all specialist professional services necessary to complete the Project. Specialist professionals shall be licensed in the State of Georgia for the work

performed and shall certify/seal their deliverables accordingly. Specialist professional services may include the following:

- a. Topographic and sub-surface surveys and geotechnical services as determined necessary by Engineer to confirm the suitability of the proposed design.
- b. Other exploration, testing, and analyses that may be required to determine the suitability of the design including but not limited to soil corrosivity analyses, environmental surveys, and other testing as deemed necessary by Engineer.
- c. Permit Fees: Engineer to pay permitting fees to authorities having jurisdiction. County will reimburse the fees to the Engineer from the Owner Control Allowance.

2. Subtask B - Basis of Design Report (BDR)

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

Submit BDR outlining Engineer's alternatives which may include parallel relief sewers, same trench replacement, or others. The final BDR shall be a single document that addresses the Project in entirety.

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

Submit a final Basis of Design Report (BDR) presenting finalized design concepts for the alternate solutions that are recommended by Engineer and selected by County to achieve the County's requirements for the Project. The BDR shall include applicable requirements, analyses, and considerations (e.g., codes, design approach for engineering disciplines), conceptual design drawings, sketches and exhibits and design criteria. The BDR shall also include the following:

- a. Survey data, as applicable.
- b. Geotechnical investigation data, as applicable.
- c. Other exploration, testing, and analyses, as applicable.
- d. Identification of discrepancies between data provided by County and that collected by Engineer.
- e. Permitting requirements and approach.
- f. Opinion of probable cost, AACE Class 4, Schematic/Conceptual (accuracy -15% to +50%).
- g. Engineer's updated Project schedule through construction.

3. Subtask C - Permitting

Prepare documents and perform any required activities as may be required by regulatory agencies to obtain all required permits for construction of the Project including but not limited to: Land Disturbance Permits (DeKalb and municipalities), EPD Stream Buffer Variance, U.S. Army Corps of Engineers NWP, GDOT, gas and power company encroachments, etc.

4. Subtask D - 30% Design Documents

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

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

- a. Engineer's responses to County comments on the prior deliverable (BDR).
- b. Narrative with updates (as applicable) to BDR content (refer to list of items in section "Basis of Design Report (BDR)") to include detailed descriptions of deviations from the BDR.
- c. Drawings:
 - i. Cover Sheet
 - ii. Index of Drawings (intended list of drawings for completed project)
 - iii. Location and Vicinity Maps
 - iv. Plan and Profile
 - v. List of Abbreviations
 - vi. General Site Layout
- d. List of Specifications including any additional which have not been provided in the County's Guide Specifications
- e. Permitting
 - i. Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable
- f. Quality management and constructability review of documents prior to submission to County
- g. Design calculations: Calculations applicable to 30% deliverable

5. Subtask E - 60% Design Documents

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

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

- a. Engineer's responses to County comments on the prior deliverable (30% Design Documents).

- b. Narrative with updates (as applicable) to BDR content (refer to list of items in section “Basis of Design Report (BDR)”) to include detailed descriptions of deviations from the BDR.
- c. Drawings
 - i. Cover Sheet;
 - ii. Sheet Index;
 - iii. Summary of Quantities
 - iv. Drawing symbols, numbering, symbols, and abbreviations;
 - v. Pipe replacement sizing and material schedules;
 - vi. Surveys (100% complete)
 - vii. Site layouts, alignments, and plan views (60% complete)
 - viii. Sections, profiles, and details (60% complete)
- d. Specifications
 - i. Updated Specifications developed to at least 60% completion including any additional which have not been provided in the County’s Guide Specifications
 - ii. The Exhibit II Guide Specifications provide the minimum requirements for the Project. The Engineer is responsible for updating the Guide Specifications and preparing the final Project Specifications using the CSI format. To expedite the review process, the Engineer shall document and provide to the County all proposed changes to the Guide Specifications for the County to review and approve. The Final 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.
- e. Permitting
 - i. Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.
- f. Quality management and constructability review of documents prior to submission to County
- g. Value engineering workshop with County after submission to County
- h. Design calculations: Calculations applicable to 60% deliverable.

6. Subtask F - 90% Design Documents

After acceptance by County of the 60% Design Documents, Engineer shall proceed with preparation of the 90% design documents, further enhancing and refining the concepts presented in the 60% Design Documents to submit for permit reviews by the Planning and Sustainability Department and required regulatory agencies such as the Georgia EPD

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

- a. Engineer's responses to County comments on the prior deliverable (60% Design Documents)
- b. Narrative with updates (as applicable) to BDR content (refer to list of items in section "Basis of Design Report (BDR)") to include detailed descriptions of deviations from the BDR.
- c. Opinion of probable cost, AACE Class 1, Bid (accuracy -3% to +15%)
- d. Bid instructions, including Bid Form. If provided by County, edit County's Bid instructions for the Project.
- e. Drawings
 - i. Drawings developed to 90% completion, ready to be signed and sealed by a Professional Engineer
 - ii. General – Cover, Index, Summary of Quantities, Location, General Notes
 - iii. Civil – General Notes, Existing Condition Plans, Sewer Main Plan and Profiles, Construction Site Plans, Site Plans, Paving, Grading and Drainage, Standard Details, Landscaping, ES&PC
 - iv. Traffic Control Plan/Maintenance of Traffic – Projects that affect local, County and State roads require a maintenance of traffic (MOT) plan and traffic control plan (TCP) per the requirements of each jurisdiction/agency.
- f. Specifications
 - i. Updated Specifications developed to 90% completion, ready to be signed and sealed by a Professional Engineer
- g. Permitting
 - i. Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.
 - ii. Confirm that all permitting and regulatory approvals have been obtained and that no outstanding issues prevent the project to be bid
- h. Quality management and constructability review of documents prior to submission to County
 - i. Design calculations notebook: Final calculations.

7. Subtask G - 100% Design Documents

After acceptance by County of the 90% Design Documents, Engineer shall proceed with preparation of the 100% design documents that are signed and sealed by a Professional Engineer".

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

- a. Engineer's responses to County comments on the prior deliverable (90% Design Documents)
- b. Engineer's responses to all Permitting agency comments on any prior deliverable
- c. Narrative with updates (as applicable) to BDR content (refer to list of items in section "Basis of Design Report (BDR)") to include detailed descriptions of deviations from the BDR.

- d. Updates to 90% opinion of probable cost, as applicable.
- e. Bid instructions, including Bid Form.
- f. Drawings
 - i. Drawings developed to 100% completion, signed and sealed by a Professional Engineer
- g. Specifications
 - i. Specifications developed to 100% completion, signed and sealed by a Professional Engineer
- h. Quality management review of documents prior to submission to County
- i. Design calculations notebook: Updates to final calculations, as applicable.

8. Subtask H – Easement and Land Acquisition Plan

The Engineer's Easement and Land Acquisition Plan shall identify all parcels along with areas of easements necessary to perform the work including construction entrances/exits and access roads. The Engineer will also be responsible for development of temporary construction and permanent easement plats and legal descriptions on all affected properties reflecting the final alignment of the trunk sewer for the entire project length. 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. Currently 249 properties are expected to require easement plats and legal descriptions.

The Engineer shall produce a master list of affected properties which identify the following:

- a. Parcel ID and address
- b. Whether the proposed gravity main on each property will utilize same trench replacement or new alignment

The County will procure a separate firm to complete title work and appraisals associated with temporary construction and permanent easement acquisition. The Engineer shall be responsible for any design changes that arise during easement acquisition.

9. Subtask I – Hydraulic Sewer Modeling

The Engineer is to perform hydraulic calculations (means and methods to be decided by the Engineer) as needed to demonstrate the proposed hydraulic grade line (applying the design peak flows and the specifics of the design; alignment, slopes, pipe sizes etc.) **does not exceed the crown of the proposed pipe segments in accordance with the Consent Decree.**

The Engineer should assume enough hours to perform the following:

- a. Complete the hydraulic design of the proposed interceptor(s) such that the necessary level of confidence in the resulting interceptor design (for the Engineer of Record and the Engineering Firm) is achieved.
- b. Provide DWM with complete digital data sufficient for input into the existing County dynamic model, Info Works ICM (includes but not limit to manhole

coordinates and proposed rim elevations, ground elevations at MHs, pipe lengths, pipe sizes, invert elevations and peak flows used for the Engineer's design). The County or its assigned agent will validate the Engineer's design to ensure the proposed nominal flow capacities match requirements as provided to the Engineer.

- c. Complete any modifications to the Engineer's design needed to adjust design/drawings based on the independent validation by the County.

C. Task Two – Bid Phase

1. Subtask A – Bid Phase Services

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

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

Contract Bid Documents

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

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

- a. Engineer's responses to County, permitting and regulatory agency comments on the 100% Design Documents
- b. Narrative with updates (as applicable) to BDR content (refer to list of items in section "Basis of Design Report (BDR)") to include detailed descriptions of deviations from the BDR.

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

2. Subtask B – Conformed Documents

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

D. Task Three – Construction and Post-Construction Phase

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

1. Subtask A – General Administration of Construction Contract

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

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

2. Subtask B – Pre-Construction Conference

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

3. Subtask C – Schedules

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

4. Subtask D – Baselines and Benchmarks

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

5. Subtask E – Visits to Site and Observation of Construction

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

- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of General Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of General Contractor's Work in progress or to involve detailed inspections of General Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in its contract with County and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep County informed, in writing, of the progress of the Work to guard County against omissions, substitutions, defects and deficiencies noted in the Work of the Contractor.
- b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for County a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that General Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of General Contractor's Work in progress, supervise, direct or have control over General Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by General Contractor, for security or safety at the Site, for safety precautions and programs incident to General Contractor's Work, nor for any failure of General Contractor

to comply with Laws and Regulations applicable to General Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any General Contractor nor assumes responsibility for any General Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

- c. Furnish Engineer site visits for 1 full day per week throughout construction of the Project. Engineer's days at the Site shall be agreed upon with County, some weeks with less than 1 day at the Site and some weeks with more than 1 day at the Site with average 1 day per week at the Site, and at least one day every two weeks shall coincide with General Contractor's weekly, monthly and special meetings so that Engineer may attend meetings.

6. Subtask F – Defective Work

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

7. Subtask G – Clarifications and Interpretations

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

8. Subtask H – Field Orders and Change Orders

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

9. Subtask I – Shop Drawings and Samples

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

10. Subtask J – Substitutes and “or-equal”

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

11. Subtask K – Inspections and Tests

Require such special inspections or tests of General Contractor’s Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. Engineer shall be entitled to rely on the results of such tests. Payment for testing shall not be in Engineer’s scope if it is required to be provided by the General Contractor in the Contract Documents.

12. Subtask L – Disagreements between County and General Contractor

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

13. Subtask M – Project Checkout, Testing, Start-up and Commissioning

Engineer to perform the following:

- a. Testing Services: Observe and document, as required by Engineer in the Contract Documents field and performance testing.
- b. Final Job Walk: Upon completion of all retesting, conduct a final Project walk to verify completion of all punch list items.
- c. Record Drawings: Verify General Contractor’s Record Drawings through periodic (e.g., monthly) submission by General Contractor and final submission.

14. Subtask N – General Contractor’s Completion Documents

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

15. Subtask O – Substantial Completion

Promptly after notice from General Contractor that General Contractor considers the entire

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

16. Subtask P – Final Notice of Acceptability of the Work

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

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

17. Subtask Q – Post-Construction Phase

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

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

III. List of Minimum Regulatory Standards

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

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

Note that the bidding and construction efforts on behalf of DeKalb County will need to be WIFIA and GEFA compliant.

END OF EXHIBIT I

EXHIBIT II

GUIDE SPECIFICATIONS EXCERPT

Technical Specifications Table of Contents

****Areas highlighted in blue are to be modified/deleted per project needs****

Contents

Division 1 – General Requirements

01001	Summary of Work	01001-1
01010	Project Procedures	01010-1
01011	Unique Requirements (for facilities)	01011-1
01014	Work Sequence	01014-1
01016	Occupancy	01016-1
01020	Allowances	01020-1
01040	Coordination	01040-1
01045	Cutting and Patching	01045-1
01056	GPS Data Collection	01056-1
01060	Regulatory Requirements	01060-1
01070	Abbreviations and Symbols	01070-1
01100	Special Project Procedures	01100-1
01200	Project Meetings	01200-1
01210	Measurement and Payment – Water Main	01210-1
01210	Measurement and Payment – Sewer Main Replace & Rehab	01210-1
01300	Submittals	01300-1
01310	Construction Schedule - Large Project	01310-1
01310	Construction Schedule - Small Project	01310-1
01350	Project Document Tracking and Control Systems	01350-1
01351	Public Outreach (Large Project)	01351-1
01351	Public Outreach (Small Project)	01351-1
01380	Photographic Documentation	01380-1
01400	Contractor's Work Quality	01400-1
01410	Testing Laboratory Services	01410-1
01500	Temporary Facilities	01500-1
01510	Sanitary Sewer Main Television and Inspection (CCTV)	01510-1
01540	Security and Safety	01540-1
01550	Traffic Regulation	01550-1
01600	General Material and Equipment Requirements	01600-1
01610	Transportation and Handling	01610-1
01640	Manufacturer's Services	01640-1
01650	Installation, Testing and Startup Services	01650-1
01664	Training	01664-1
01700	Contract Closeout	01700-1
01800	Maintenance	01800-1

Division 2 – Site Work

02000	Site Work	02000-1
02020	Use of Explosives	02020-1

02050	Demolition	02050-1
02060	Crushed Stone Aggregate	02060-1
02110	Clearing and Grubbing	02110-1
02112	Route Clearing	02112-1
02125	Temporary and Permanent Erosion and Sediment Control	02125-1
02140	Dewatering	02140-1
02200	Earthwork	02200-1
02224	Pipe Boring and Jacking	02224-1
02231	Tree Protection and Trimming	02231-1
02302	Granite Curb	02302-1
02324	Trenching and Trench Backfilling	02324-1
02371	Riprap	02271-1
02420	Precast Polymer Concrete Manholes	02420-1
02485	Seeding	02485-1
02486	Sodding	02486-1
02490	Trees, Shrubs, and Ground Cover	02490-1
02500	Lining with Cured-In-Place Pipe	02500-1
02501	Lining with Ultra-Violet Light Fiberglass Cured-In-Place Pipe	02501-1
02510	Pavement Repairs	02510-1
02520	Internal Point Repairs to Sanitary Sewers	02520-1
02521	Concrete Sidewalks, Curbs, and Gutters	02521-1
02530	Service Laterals Reconnection and Replacement	02530-1
02535	Gravity Flow Sanitary Sewers	02535-1
02537	Ductile Iron Sanitary Sewer Pipe and Fittings	02537-1
02539	Abandonment of Existing Sanitary Sewers	02539-1
02545	Polyvinyl Chloride Sanitary Sewer Pipe	02545-1
02607	Manholes, Junction Boxes, Catch Basins, and Inlets	02607-1
02608	Manhole Frame and Cover Installation	02608-1
02609	Manhole Frame and Cover Sealing	02609-1
02622	PVC Pipe and Fittings	02622-1
02624	High Density Polyethylene Pipe	02624-1
02641	Precast Concrete Manholes	02641-1
02650	Testing for Acceptance of Sanitary Sewers	02650-1
02665	Water Mains and Accessories	02665-1
02665T	Water Transmission Mains and Accessories	02665T-1
02667	Static Pipe Bursting - Water Lines	02667-1
02711	Fencing and Gates	02711-1
02750	Bypass Pumping	02750-1
02920	Site Restoration	02920-1
02956	Sanitary Sewer Cleaning	02956-1
02957	Sewer Manhole Rehabilitation	02957-1
02958	Pipe Bursting System - Sewers	02958-1
02959	Sewer Main and Lateral Connection Sealing by Chemical Grout	02959-1

Division 3 – Concrete

03200	Concrete Reinforcing	03200-1
03300	Cast-In-Place Concrete	03300-1

Division 5 – Metals

05500	Miscellaneous Metals	05500-1
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Division 9 – Finishes

09870	Repair and Repainting of Steel Ground Storage Tanks	09870-1
09875	Repair and Repainting of Concrete Ground Storage Tanks	09875-1

END OF EXHIBIT II

EXHIBIT III PROJECT MAP

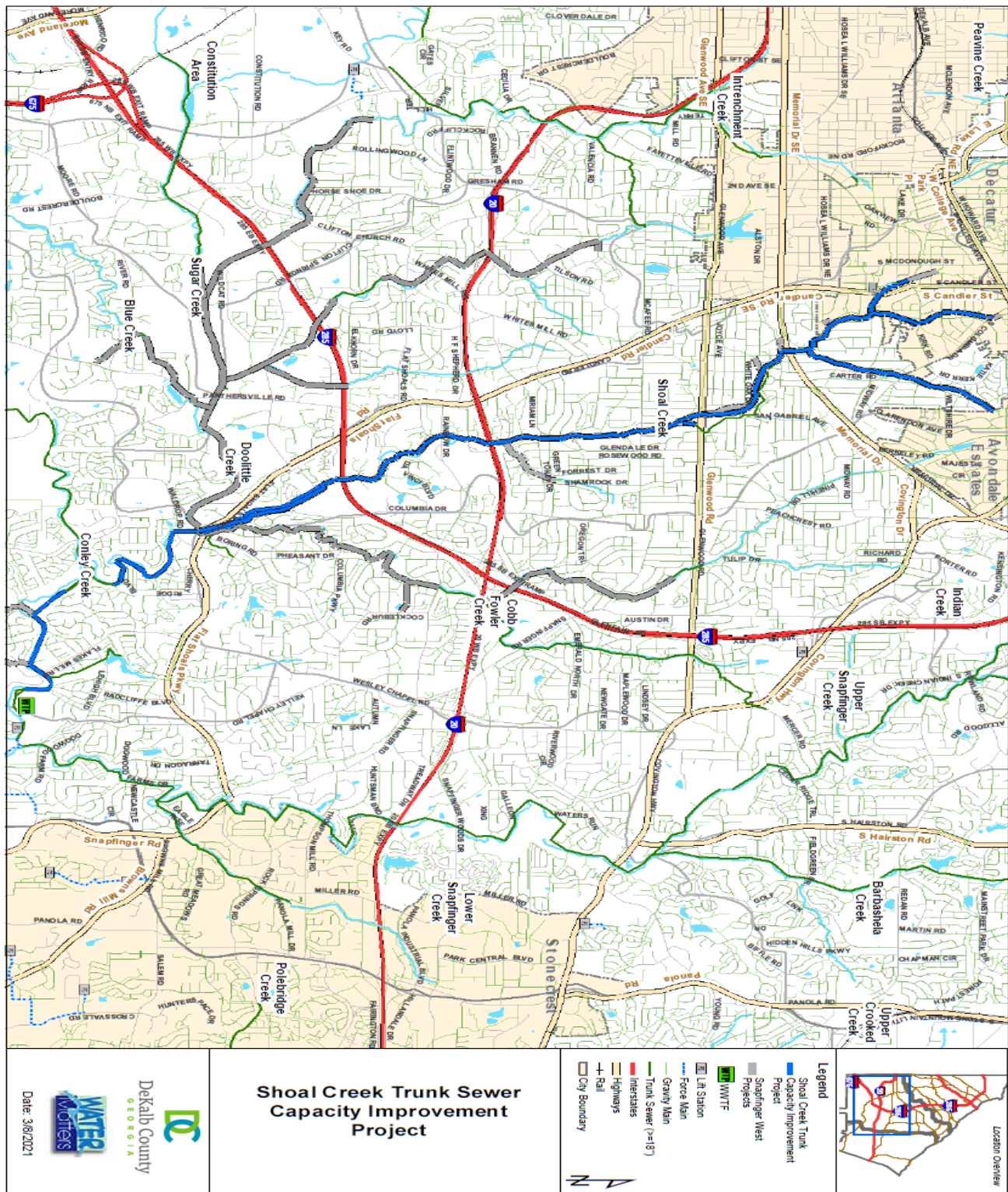


EXHIBIT IV
SPECIAL CONDITIONS

The Engineer shall comply with the following Special Conditions:

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

END OF EXHIBIT IV

EXHIBIT V SEGMENT PIPE LIST

Upstream Manhole	Downstream Manhole	Asset ID	Length (LF)	Exist Dia. (in.)	Proposed Dia. (in.)	Minimum Design Flow (mgd)
15-028-s003	15-029-s186	15-028-s003__15-029-s186	152	15	24	3.1
15-028-s009	15-028-s003	15-028-s009__15-028-s003	50	15	24	2.6
15-028-s015	15-028-s009	15-028-s015__15-028-s009	257	15	24	2.6
15-028-s016	15-028-s015	15-028-s016__15-028-s015	148	15	24	2.6
15-029-s102	15-036-s162	15-029-s102__15-036-s162	363	15	24	5.6
15-029-s166	15-035-s830	15-029-s166__15-035-s830	1000	42	48	29.7
15-029-s186	15-029-s187	15-029-s186__15-029-s187	135	15	24	5.6
15-029-s187	15-029-s102	15-029-s187__15-029-s102	269	15	24	5.6
15-035-s830	15-035-s836	15-035-s830__15-035-s836	65	40	48	32.0
15-035-s833	15-030-s012	15-035-s833__15-030-s012	959	42	48	32.5
15-035-s834	15-035-s833	15-035-s834__15-035-s833	78	40	48	32.0
15-035-s835	15-035-s834	15-035-s835__15-035-s834	248	40	48	32.0
15-035-s836	15-035-s835	15-035-s836__15-035-s835	281	40	48	32.0
15-036-s071	15-036-s078	15-036-s071__15-036-s078	364	42	48	26.8
15-036-s078	15-036-s156	15-036-s078__15-036-s156	374	42	48	27.2
15-036-s150	15-029-s166	15-036-s150__15-029-s166	716	42	48	27.4
15-036-s154	15-036-s150	15-036-s154__15-036-s150	340	42	48	27.4
15-036-s156	15-036-s154	15-036-s156__15-036-s154	436	42	48	27.2
15-036-s162	15-036-s071	15-036-s162__15-036-s071	622	42	48	26.8
15-037-s103	15-037-s104	15-037-s103__15-037-s104	982	42	48	21.8
15-037-s104	15-036-s162	15-037-s104__15-036-s162	908	42	48	22.0
15-059-s007	15-059-s008	15-059-s007__15-059-s008	797	36	42	22.5
15-059-s008	15-060-s105	15-059-s008__	635	36	42	22.1
15-060-s011	15-060-s104	15-060-s011__	364	36	42	21.7
15-060-s021	15-060-s061	15-060-s021__15-060-s061	117	36	42	21.4
15-060-s061	15-060-s062	15-060-s061__15-060-s062	231	36	42	21.4
15-060-s062	15-060-s106	15-060-s062__	252	36	42	21.3
15-060-s063	15-060-s064	15-060-s063__15-060-s064	656	36	42	21.0

Upstream Manhole	Downstream Manhole	Asset ID	Length (LF)	Exist Dia. (in.)	Proposed Dia. (in.)	Minimum Design Flow (mgd)
15-060-s064	15-060-s065	15-060-s064__15-060-s065	247	36	42	20.8
15-060-s065	15-060-s066	15-060-s065__15-060-s066	434	36	42	20.8
15-060-s066	15-060-s067	15-060-s066__15-060-s067	839	36	42	20.8
15-060-s067	15-060-s152	15-060-s067__15-060-s152	303	36	42	20.8
15-060-s104	15-060-s021	__15-060-s021	638	36	42	21.6
15-060-s105	15-060-s011	__15-060-s011	265	36	42	21.8
15-060-s106	15-060-s063	__15-060-s063	448	36	42	21.2
15-070-s001	15-070-s002	15-070-s001__15-070-s002	241	36	*	15.9
15-070-s002	15-070-s003	15-070-s002__15-070-s003	320	36		15.9
15-070-s003	15-070-s004	15-070-s003__15-070-s004	200	36		15.9
15-070-s004	15-070-s064	15-070-s004__15-070-s064	268	36		15.9
15-070-s005	15-070-s006	15-070-s005__15-070-s006	258	36		16.0
15-070-s006	15-070-s007	15-070-s006__15-070-s007	334	36		16.0
15-070-s007	15-070-s008	15-070-s007__15-070-s008	240	36		16.0
15-070-s008	15-070-s009	15-070-s008__15-070-s009	187	36		16.0
15-070-s009	15-070-s010	15-070-s009__15-070-s010	90	36		16.1
15-070-s010	15-070-s011	15-070-s010__15-070-s011	138	36		16.1
15-070-s011	15-070-s012	15-070-s011__15-070-s012	60	36	48	51.4
15-070-s012	15-070-s013	15-070-s012__15-070-s013	104	36	48	51.5
15-070-s064	15-070-s005	15-070-s064__15-070-s005	186	36		15.9
15-090-s011	15-090-s012	15-090-s011__15-090-s012	276	36	48	50.6
15-090-s012	15-090-s013	15-090-s012__15-090-s013	185	36	48	50.6
15-090-s013	15-070-s011	15-090-s013__15-070-s011	5800	**	48	35.5
15-090-s013	15-090-s014	15-090-s013__15-009-s015A	274	36		16.0
15-090-s014	15-090-s015	15-009-s015A__15-090-s015	62	36		15.9
15-090-s015	15-090-s016	15-090-s015__15-090-s016	454	36		16.0
15-090-s016	15-090-s017	15-090-s016__15-090-s017	392	36		15.8
15-090-s017	15-090-s026	15-090-s017__15-090-s026	482	36		15.7
15-090-s026	15-090-s052	15-090-s026__15-090-s052	86	36		15.2
15-090-s051	15-090-s011	15-090-s051__15-090-s011	107	36	48	50.4

Upstream Manhole	Downstream Manhole	Asset ID	Length (LF)	Exist Dia. (in.)	Proposed Dia. (in.)	Minimum Design Flow (mgd)
15-090-s052	15-091-s200	15-090-s052__15-091-s200	381	36		15.7
15-091-s200	15-091-s203	15-091-s200__15-091-s203	497	36		15.9
15-091-s202	15-070-s001	15-091-s202__15-070-s001	456	36		15.9
15-091-s203	15-091-s202	15-091-s203__15-091-s202	494	36		15.9
15-103-s002	15-103-s003	15-103-s002__15-103-s003	193	24	48	49.9
15-103-s003	15-103-s006	15-103-s003__15-103-s006	10	24	48	49.9
15-103-s004	15-103-s007	15-103-s004__15-103-s007	187	24	48	49.9
15-103-s006	15-103-s004	15-103-s006__15-103-s004	52	23	48	49.9
15-103-s007	15-103-s008	15-103-s007__15-103-s008	110	24	48	49.9
15-103-s008	15-103-s009	15-103-s008__15-103-s009	101	24	48	49.9
15-103-s009	15-103-s010	15-103-s009__15-103-s010	188	36	48	49.9
15-103-s010	15-103-s011	15-103-s010__15-103-s011	570	36	48	49.9
15-103-s011	15-103-s028	15-103-s011__15-103-s028	385	36	48	50.4
15-103-s028	15-103-s031	15-103-s028__15-103-s031	379	36	48	50.2
15-103-s029	15-103-s030	15-103-s029__15-103-s030	386	36	48	50.5
15-103-s030	15-103-s030a	15-103-s030__15-090-s051	365	36	48	50.5
15-103-s030a	15-090-s051	15-103-s030__15-090-s051	165	36	48	50.5
15-103-s031	15-103-s029	15-103-s031__15-103-s029	248	36	48	50.5
15-103-s201	15-103-s002	15-103-s201__15-103-s002	266	24	48	49.6
15-103-s202	15-103-s201	15-103-s202__15-103-s201	189	24	48	49.2
15-121-s007	15-121-s025	15-121-s007__15-121-s025	128	24	48	48.9
15-121-s022	15-121-s023	15-121-s022__15-121-s023	274	21	48	48.6
15-121-s023	15-121-s400	15-121-s023__15-121-s400	77	21	48	48.7
15-121-s024	15-121-s007	15-121-s024__15-121-s007	48	21	48	48.7
15-121-s025	15-121-s044	15-121-s025__15-121-s044	71	24	48	48.9
15-121-s026	15-121-s027	15-121-s026__15-121-s027	428	24	48	48.9
15-121-s027	15-121-s028	15-121-s027__15-121-s028	252	24	48	48.7
15-121-s028	15-121-s061	15-121-s028__15-121-s061	117	24	48	48.7
15-121-s029	15-121-s030	15-121-s029__15-121-s030	158	24	48	48.8
15-121-s030	15-121-s068	15-121-s030__15-121-s068	175	24	48	48.8

Upstream Manhole	Downstream Manhole	Asset ID	Length (LF)	Exist Dia. (in.)	Proposed Dia. (in.)	Minimum Design Flow (mgd)
15-121-s032	15-121-s033	15-121-s032__15-121-s033	454	24	48	48.9
15-121-s033	15-121-s035	15-121-s033__15-121-s035	279	24	48	48.9
15-121-s035	15-122-s200	15-121-s035__15-122-s200	253	24	48	48.9
15-121-s044	15-121-s026	15-121-s044__15-121-s026	179	24	48	48.9
15-121-s061	15-121-s029	15-121-s061__15-121-s029	54	24	48	48.8
15-121-s068	15-121-s032	15-121-s068__15-121-s032	197	24	48	48.8
15-121-s400	15-121-s024	15-121-s400__15-121-s024	102	21	48	48.7
15-122-s200	15-122-s201	15-122-s200__15-122-s201	164	24	48	48.9
15-122-s201	15-122-s202	15-122-s201__15-122-s202	230	24	48	48.9
15-122-s202	15-103-s202	15-122-s202__15-103-s202	113	24	48	49.2
15-136-s012	15-136-s020	15-136-s012__15-136-s020	806	24	42	41.4
15-136-s020	15-136-s043	15-136-s020__15-136-s043	411	23	42	41.5
15-136-s043	15-136-s044	15-136-s043__15-136-s044	325	24	42	41.5
15-136-s044	15-136-s057	15-136-s044__15-136-s057	185	24	42	41.7
15-136-s057	15-136-s058	15-136-s057__15-136-s058	220	24	48	41.7
15-136-s058	15-136-s071	15-136-s058__15-136-s071	150	24	48	41.7
15-136-s071	15-136-s079	15-136-s071__15-136-s079	183	24	48	41.7
15-136-s079	15-136-s080	15-136-s079__15-136-s080	302	24	48	48.5
15-136-s080	15-121-s022	15-136-s080__15-121-s022	456	24	48	48.6
15-153-s033	15-153-s034	15-153-s033__15-153-s034	200	21	42	41.0
15-153-s034	15-153-s035	15-153-s034__15-153-s035	425	21	42	41.0
15-153-s035	15-153-s036	15-153-s035__15-153-s036	75	21	42	41.0
15-153-s036	15-153-s068	15-153-s036__15-153-s068	232	21	42	41.2
15-153-s068	15-153-s069	15-153-s068__15-153-s069	333	24	42	41.2
15-153-s069	15-136-s012	15-153-s069__15-136-s012	339	24	42	41.2
15-153-s096	15-153-s100	15-153-s096__15-153-s100	205	24	42	40.8
15-153-s097	15-153-s096	15-153-s097__15-153-s096	152	21	42	40.7
15-153-s098	15-153-s097	15-153-s098__15-153-s097	158	21	42	40.7
15-153-s099	15-153-s098	15-153-s099__15-153-s098	189	21	42	40.7
15-153-s100	15-153-s101	15-153-s100__15-153-s101	137	24	42	40.8

Upstream Manhole	Downstream Manhole	Asset ID	Length (LF)	Exist Dia. (in.)	Proposed Dia. (in.)	Minimum Design Flow (mgd)
15-153-s101	15-153-s102	15-153-s101__15-153-s102	533	23.3	42	40.8
15-153-s102	15-153-s033	15-153-s102__15-153-s033	245	21	42	40.8
15-153-s223	15-153-s099	15-153-s223__15-153-s099	231	21	42	40.7
15-168-s016	15-168-s051	15-168-s016__15-168-s051	233	24	42	34.7
15-168-s017	15-168-s018	15-168-s017__15-168-s018	164	21	42	40.5
15-168-s018	15-168-s019	15-168-s018__15-168-s019	308	21	42	40.5
15-168-s019	15-168-s020	15-168-s019__15-168-s020	434	21	42	40.7
15-168-s020	15-168-s027	15-168-s020__15-168-s027	137	21	42	40.7
15-168-s027	15-168-s028	15-168-s027__15-168-s028	117	21	42	40.7
15-168-s028	15-168-s029	15-168-s028__15-168-s029	299	21	42	40.7
15-168-s029	15-153-s223	15-168-s029__15-153-s223	115	21	42	40.7
15-168-s045	15-168-s016	15-168-s045__15-168-s016	221	24	42	34.7
15-168-s046	15-168-s045	15-168-s046__15-168-s045	32	21	42	34.7
15-168-s047	15-168-s046	15-168-s047__15-168-s046	250	21	42	34.8
15-168-s048	15-168-s047	15-168-s048__15-168-s047	293	21	42	34.8
15-168-s051	15-168-s052	15-168-s051__15-168-s052	116	24	42	35.0
15-168-s052	15-168-s017	15-168-s052__15-168-s017	16	24	42	40.5
15-168-s081	15-168-s082	15-168-s081__15-168-s082	136	20	24	5.8
15-168-s082	15-168-s049	15-168-s082__15-168-s049	388	21	24	5.8
15-168-s217	15-168-s081	15-168-s217__15-168-s081	292	20	24	5.8
15-168-s222	15-168-s227	15-168-s222__15-168-s227	232	21	42	32.5
15-168-s223	15-168-s048	15-168-s223__15-168-s048	100	21	42	34.8
15-168-s227	15-168-s223	15-168-s227__15-168-s223	215	21	42	32.4
15-183-s215	15-183-s216	15-183-s215__15-183-s216	166	21	36	33.2
15-183-s216	15-184-s226	15-183-s216__15-184-s226	150	24	36	34.7
15-184-s002	15-184-s003	15-184-s002__15-184-s003	213	24	36	34.7
15-184-s003	15-184-s089	15-184-s003__15-184-s089	160	24	36	34.6
15-184-s004	15-184-s005	15-184-s004__15-184-s005	131	24	42	34.6
15-184-s005	15-184-s119	15-184-s005__15-184-s119	34	24	42	34.6
15-184-s006	15-184-s008	15-184-s006__15-184-s008	533	24	42	34.5

Upstream Manhole	Downstream Manhole	Asset ID	Length (LF)	Exist Dia. (in.)	Proposed Dia. (in.)	Minimum Design Flow (mgd)
15-184-s008	15-184-s009	15-184-s008__15-184-s009	330	24	42	34.4
15-184-s009	15-184-s127	15-184-s009__15-184-s127	73	24	42	34.3
15-184-s010	15-185-s200	15-184-s010__15-185-s200	279	24	42	34.0
15-184-s089	15-184-s004	15-184-s089__15-184-s004	386	24	36	34.6
15-184-s119	15-184-s126	15-184-s119__15-184-s126	195	24	42	34.6
15-184-s126	15-184-s006	15-184-s126__15-184-s006	184	24	42	34.5
15-184-s127	15-184-s131	15-184-s127__15-184-s131	64	24	42	34.3
15-184-s128	15-184-s010	15-184-s128__15-184-s010	162	24	42	34.1
15-184-s131	15-184-s128	15-184-s131__15-184-s128	116	24	42	34.2
15-184-s226	15-184-s002	15-184-s226__15-184-s002	238	24	36	34.7
15-185-s080	15-185-s128	15-185-s080__15-185-s128	251	24	42	33.1
15-185-s081	15-185-s082	15-185-s081__15-185-s082	292	24	42	32.8
15-185-s082	15-185-s083	15-185-s082__15-185-s083	275	21	42	32.7
15-185-s083	15-168-s222	15-185-s083__15-168-s222	215	21	42	32.7
15-185-s128	15-185-s081	15-185-s128__15-185-s081	223	24	42	32.9
15-185-s200	15-185-s213	15-185-s200__15-185-s213	187	21	42	33.5
15-185-s213	15-185-s080	15-185-s213__15-185-s080	300	21	42	33.2
15-201-s005	15-201-s006	15-201-s005__15-201-s006	139	15	18	7.0
15-201-s006	15-201-s007	15-201-s006__15-201-s007	338	14	18	7.0
15-201-s007	15-201-s201	15-201-s007__15-201-s201	414	15	24	10.6
15-201-s013	15-201-s005	15-201-s013__15-201-s005	160	15	18	7.0
15-201-s014	15-201-s013	15-201-s014__15-201-s013	282	15	18	7.0
15-201-s015	15-201-s014	15-201-s015__15-201-s014	316	15	18	6.3
15-201-s016	15-201-s015	15-201-s016__15-201-s015	164	15	18	6.3
15-201-s201	15-202-s029	15-201-s201__15-202-s029	243	15	24	10.6
15-202-s006	15-202-s103	15-202-s006__15-202-s103	410	18	36	23.1
15-202-s024	15-202-s104	15-202-s024__15-202-s104	259	20	36	24.2
15-202-s029	15-202-s030	15-202-s029__15-202-s030	200	15	24	10.6
15-202-s030	15-202-s036	15-202-s030__15-202-s036	235	18	36	33.1
15-202-s035	15-183-s215	15-202-s035__15-183-s215	362	18	36	33.3

Upstream Manhole	Downstream Manhole	Asset ID	Length (LF)	Exist Dia. (in.)	Proposed Dia. (in.)	Minimum Design Flow (mgd)
15-202-s036	15-202-s140	15-202-s036__15-202-s140	174	18	36	33.1
15-202-s103	15-202-s024	15-202-s103__15-202-s024	239	18	36	23.1
15-202-s104	15-202-s105	15-202-s104__15-202-s105	224	20	36	24.2
15-202-s105	15-202-s106	15-202-s105__15-202-s106	146	18	36	24.2
15-202-s106	15-202-s107	15-202-s106__15-202-s107	59	18	36	24.2
15-202-s107	15-202-s030	15-202-s107__15-202-s030	159	18	36	24.2
15-202-s111	15-202-s006	15-202-s111__15-202-s006	137	18	36	22.5
15-202-s112	15-202-s111	15-202-s112__15-202-s111	37	18	36	22.5
15-202-s113	15-202-s112	15-202-s113__15-202-s112	304	18	36	22.5
15-202-s114	15-202-s117	15-202-s114__15-202-s117	630	18	36	19.0
15-202-s115	15-202-s114	15-202-s115__15-202-s114	151	18	30	19.0
15-202-s117	15-202-s113	15-202-s117__15-202-s113	129	18	36	19.0
15-202-s140	15-202-s035	15-202-s140__15-202-s035	122	18	36	33.1
15-214-s005	15-214-s006	15-214-s005__15-214-s006	366	12	18	6.6
15-214-s006	15-214-s007	15-214-s006__15-214-s007	125	12	18	6.6
15-214-s007	15-214-s045	15-214-s007__15-214-s045	62	12	18	6.7
15-214-s026	15-215-s209	15-214-s026__15-215-s209	408	15	24	9.6
15-214-s035	15-214-s026	15-214-s035__15-214-s026	155	10	18	6.8
15-214-s039	15-214-s035	15-214-s039__15-214-s035	117	12	18	6.8
15-214-s040	15-214-s039	15-214-s040__15-214-s039	219	12	18	6.8
15-214-s041	15-214-s040	15-214-s041__15-214-s040	192	12	18	6.8
15-214-s042	15-214-s041	15-214-s042__15-214-s041	154	12	18	6.8
15-214-s045	15-214-s042	15-214-s045__15-214-s042	220	12	18	6.7
15-215-s022	15-215-s056	15-215-s022__15-215-s056	367	15	24	9.6
15-215-s028	15-215-s053	15-215-s028__15-215-s053	144	15	24	8.9
15-215-s038	15-215-s056	15-215-s038__15-215-s056	33	18	24	10.2
15-215-s051	15-215-s038	15-215-s051__15-215-s038	473	15	24	9.7
15-215-s052	15-215-s051	15-215-s052__15-215-s051	230	15	24	9.7
15-215-s053	15-215-s113	15-215-s053__15-215-s113	133	15	24	9.7
15-215-s054	15-202-s115	15-215-s054__15-202-s115	248	18	30	19.0

Upstream Manhole	Downstream Manhole	Asset ID	Length (LF)	Exist Dia. (in.)	Proposed Dia. (in.)	Minimum Design Flow (mgd)
15-215-s055	15-215-s054	15-215-s055__15-215-s054	239	18	30	19.0
15-215-s056	15-215-s055	15-215-s056__15-215-s055	227	18	30	19.0
15-215-s057	15-215-s028	15-215-s057__15-215-s028	280	15	24	8.5
15-215-s058	15-215-s057	15-215-s058__15-215-s057	204	15	20	8.5
15-215-s059	15-215-s060	15-215-s059__15-215-s060	49	15	20	6.3
15-215-s060	15-215-s112	15-215-s060__15-215-s112	83	15	20	6.3
15-215-s065	15-215-s059	15-215-s065__15-215-s059	213	15	20	6.3
15-215-s066	15-215-s065	15-215-s066__15-215-s065	436	15	20	6.3
15-215-s067	15-215-s066	15-215-s067__15-215-s066	81	15	20	6.3
15-215-s068	15-215-s111	15-215-s068__15-215-s111	162	15	20	6.1
15-215-s111	15-215-s067	15-215-s111__15-215-s067	74	15	20	6.1
15-215-s112	15-215-s058	15-215-s112__15-215-s058	330	15	20	8.5
15-215-s113	15-215-s052	15-215-s113__15-215-s052	162	17.5	24	9.7
15-215-s204	15-215-s208	15-215-s204__15-215-s208	122	12	20	5.3
15-215-s208	15-215-s068	15-215-s208__15-215-s068	24	15	20	6.0
15-215-s209	15-215-s022	15-215-s209__15-215-s022	412	15	24	9.6
15-216-s007	15-216-s012	15-216-s007__15-216-s012	108	10	15	4.7
15-216-s012	15-216-s013	15-216-s012__15-216-s013	291	10	15	4.7
15-216-s013	15-216-s014	15-216-s013__15-216-s014	275	10	15	4.7
15-216-s014	15-216-s049	15-216-s014__15-216-s049	125	10	18	4.7
15-216-s049	15-216-s050	15-216-s049__15-216-s050	420	10	18	4.7
15-216-s050	15-216-s051	15-216-s050__15-216-s051	41	10	18	5.3
15-216-s051	15-216-s052	15-216-s051__15-216-s052	38	12	18	5.3
15-216-s052	15-216-s081	15-216-s052__15-216-s081	373	12	18	5.6
15-216-s081	15-216-s082	15-216-s081__15-216-s082	325	12	18	6.2
15-216-s082	15-216-s093	15-216-s082__15-216-s093	400	12	18	6.2
15-216-s093	15-216-s094	15-216-s093__15-216-s094	238	12	18	6.2
15-216-s094	15-216-s095	15-216-s094__15-216-s095	366	15	18	6.3
15-216-s095	15-201-s016	15-216-s095__15-201-s016	237	15	18	6.3
15-216-s874	15-216-s007	15-216-s874__15-216-s007	399	10	15	3.9

Upstream Manhole	Downstream Manhole	Asset ID	Length (LF)	Exist Dia. (in.)	Proposed Dia. (in.)	Minimum Design Flow (mgd)
15-232-s201	15-232-s204	15-232-s201__15-232-s204	126	8	12	1.9
15-232-s202	15-232-s205	15-232-s202__15-232-s205	275	8	12	1.9
15-232-s204	15-232-s202	15-232-s204__15-232-s202	124	8	12	1.9
15-232-s205	15-233-s052	15-232-s205__15-233-s052	224	8	12	1.9
15-233-s052	15-233-s089	15-233-s052__15-233-s089	349	8	12	2.2
15-233-s053	15-233-s054	15-233-s053__15-233-s054	115	8	12	2.2
15-233-s054	15-233-s055	15-233-s054__15-233-s055	100	8	12	2.2
15-233-s055	15-233-s075	15-233-s055__15-233-s075	525	8	12	2.2
15-233-s075	15-216-s874	15-233-s075__15-216-s874	274	10	15	3.8
15-233-s089	15-233-s090	15-233-s089__15-233-s090	350	8	12	2.6
15-233-s090	15-233-s053	15-233-s090__15-233-s053	184	8	12	2.6
15-234-s016	15-234-s079	15-234-s016__15-234-s079	140	8	15	3.6
15-234-s017	15-234-s052	15-234-s017__15-234-s052	700	8	20	3.9
15-234-s018	15-234-s018a	15-234-s018__15-234-s018a	68	10	20	4
15-234-s018a	15-234-s019	15-234-s018a__15-234-s019	98	8	20	4
15-234-s019	15-215-s204	15-234-s019__15-215-s204	384	10	20	5.3
15-234-s048	15-234-s069	15-234-s048__15-234-s069	83	8	15	2.4
15-234-s052	15-234-s300	15-234-s052__15-234-s300	95	8	20	3.9
15-234-s069	15-234-s145	15-234-s069__15-234-s145	198	8	15	2.8
15-234-s079	15-234-s017	15-234-s079__15-234-s017	190	8	15	3.6
15-234-s145	15-234-s016	15-234-s145__15-234-s016	113	8	15	3.6
15-234-s300	15-234-s018	15-234-s300__15-234-s018	87	8	20	3.9
SF_NEW_MH 98	15-059-s007	__15-059-s007	631	36	42	22.8

*Blank proposed diameter column indicates existing pipe associated with new proposed parallel relief sewer. Existing pipe not subject to upsizing if final design includes parallel relief sewer. Engineer shall evaluate the existing pipe conditions and recommend rehabilitation as needed.

** Blank existing diameter column indicates proposed new parallel relief sewer.

END OF EXHIBIT V