



REQUEST FOR PROPOSAL

Progressive Design/Build Services for the 2016 SPLOST North Mainland Sewer Improvements Project Phase 1

TO THE
BRUNSWICK-GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION

Issued Wednesday, April 12, 2017

Mandatory Pre-Proposal Meeting:

Friday, April 28, 2017 – 1:00 p.m.

JWSC Commission Chambers
1703 Gloucester Street
Brunswick, Georgia 31520

Proposals Due by 12 NOON, Est. on Wednesday, May 17, 2017 to:

Office of Procurement
Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7127

Contact: Pamela Drury-Crosby, Director of Purchasing – pcrosby@bgjwsc.org
Details found at <http://www.bgjwsc.org/>

Please Label Submission with Firm's Name and Address and Project Title:
"Design/Build Services for 2016 SPLOST North Mainland Sewer Improvements
Project, Phase 1"

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Attachment B – Contract for Guaranteed Maximum Price or Fixed Price Design and Construction Services

Attachment C – Cost Model Guidelines

Attachment D – Project Technical Requirements

Attachment E – Form of Price Proposal

Attachment F – Form of Bid Bond

Attachment G – Form of Performance Bond

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Attachment N – Representation

Attachment O – Legal and Character Requirements

Attachment P – Affidavit

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Background

1.1 Introduction

The Brunswick Glynn JWSC Joint Water and Sewer Commission (Owner) is issuing this Request for Proposals (RFP) to initiate the selection of a Design/Build entity (Design/Builder) to enter into an agreement with the Owner to perform certain design and construction services. These services are to be performed using the progressive Design/Build delivery method for constructing improvements to the Owner's existing North Mainland Sewer Transmission System (NMSTS). The project contemplated for these services is described as the 2016 SPLOST North Mainland Sewer Improvements, Phase I Project (Project) whose components are further described in Attachment D - Project Technical Requirements.

This RFP invites interested Proposers to submit their Qualifications and Cost Proposals to perform the work contemplated for the Project. Proposals shall be prepared according to the requirements set forth in this RFP, including the format and content guidelines in Section 5. The Proposals will be reviewed and evaluated using the selection process described in Section 6. The capitalized terms in this RFP have the meanings as first used in the text of this RFP or as defined in Attachment A (Definition of Terms).

The Project is to be designed and constructed in two phases using the progressive Design/Build delivery method:

- **Phase One:** Prepare design to 30 percent (30%) complete, as described, defined and set forth in Attachment B (Contract for Guaranteed Maximum Price or Fixed Price Design and Construction Services) (Agreement) and Attachment C (Cost Model Guidelines); develop and propose a Guaranteed Maximum Price (GMP) cost proposal for completion of Phase Two.
- **Phase Two:** Complete design, construction and post-construction tasks, including performance testing, startup commissioning and operator training and support (if GMP price is approved and accepted by the Owner at the conclusion of Phase One).

At completion of the evaluation process, the Owner will select the highest ranked Proposer for contract award.

This RFP is subject to revision after the date of issuance via written addenda. Addenda will be issued via email to the Proposer's contact as identified in Section 4.1. Addenda will also be posted on the Owner's web site. It is each Proposer's responsibility to ensure that all RFP addenda are incorporated into and acknowledged in their Proposal.

In no event will the Owner be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

1.2 RFP Organization

This RFP consists of seven Sections and eight Attachments:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Progressive Design/Build Services
- Section 4: Procurement Process
- Section 5: Proposal Submission Requirements
- Section 6: Proposal Evaluation and Selection
- Section 7: Conditions for Proposers

- Attachment A: Definition of Terms
- Attachment B: Agreement
- Attachment C: Cost Model Guidelines
- Attachment D: Project Technical Requirements
- Attachment E: Form of Price Proposal
- Attachment F: Form of Bid Bond
- Attachment G: Form of Payment and Performance Bonds
- Attachment H: Affidavits of Non-collusion

The contents of the above-referenced RFP Attachments take priority over any conflicting statements in the RFP Sections.

The Owner will make available to each Proposer certain Project Background Documents for preparing Proposals. The Owner is providing these documents only for the purpose of obtaining Proposals for the Project and does not confer a license or grant for any other use. The extent to which the Design/Builder may rely on such background documents is set forth in Attachment B, the Agreement. This information, or access thereto, will be provided to the Proposer upon receipt of Proposer's Acknowledgement of receiving this RFP.

1.3 Owner's Objectives

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

- **Operations:** Maintain existing operations of the North Mainland sewer transmission system during construction.
- **Quality:** Provide transmission system components and unit processes and equipment that will be sustainable and will reliably convey required quantities of raw wastewater in full compliance with federal and state regulations across the range of flows set forth in Attachment D (Project Technical Requirements). The Owner places high priority on the selection of equipment and the design of facilities that will provide a high level of reliability and the lowest level of maintenance cost and effort in the harsh environment of wastewater conveyance.
- **Schedule:** Achieving the agreed scheduled completion date is the next highest priority for the Owner.
- **Cost Control:** The minimization of life-cycle cost is the Owner's next highest priority. While project cost is important to the Owner, achieving objectives in Operations, Quality, and Schedule Control are higher priorities.
- **Safety:** Implement an effective safety program incorporating best industry practices.

By selecting the progressive Design/Build delivery method for the Project, the Owner is committed to working in close collaboration with the Design/Builder during Phase One to develop the Project's design to achieve the Project objectives and to obtain a mutually agreeable GMP for delivery of the Project. As set forth in Attachment D (Project Technical Requirements), the Owner has certain technical requirements and standards that will apply to the Project's design.

Project Overview

2.1 Project Scope

The project contemplated for these services is described as the 2016 SPLOST North Mainland Sewer Improvements Project, Phase I (Project) whose components are further described in Attachment D - Project Technical Requirements. The Owner owns and operates the NMSTS to collect, convey, and transmit wastewater using numerous wastewater lift stations (LSs), force mains, and gravity lines. The Project contemplated herein will specifically involve the portion of the NMSTS that includes six (6) wastewater lift stations, LSs 4005, 4006, 4028, 4048, 4039, and 4110 and their associated force mains and gravity lines. Other Projects are currently being implemented to construct new force mains to provide additional capacity for certain of these LSs and to divert and relieve the wastewater flows conveyed to other of these LSs. These improvements will not be completed for several months, and the existing NMSTS may lack the capacity to convey peak flows that could be conveyed to the NMSTS from planned future developments. This Project is being implemented to provide the NMSTS with immediate interim capacity to convey the potential future flows for the time required to complete the construction of the planned improvements. As described above, the Project scope, design standards and performance requirements are described in more detail in Attachment D (Project Technical Requirements).

2.2 Project Budget and Funding

The cost for design and construction of the Project is currently budgeted at approximately \$2,000,000. Such budget includes Owner's other Project costs, such as professional advisory services. The Owner intends to primarily use funds received from the 2016 Special Purpose Local Option Sales Tax (SPLOST) to provide the capital funding needed for the Project.

2.3 Project Schedule

As indicated in Section 4, it is anticipated that the Agreement will be executed on or about June 15, 2017 and the Notice-to-Proceed issued the following day. Phase One Services are expected to be completed as soon as reasonably possible. The schedule for Phase Two Services, including final design, permitting, construction and performance testing of the completed Project will be developed and agreed to during Phase One Services and become part of the Design/Builder's GMP Proposal.

Progressive Design/Build Services

3.1 General

As noted in Section 1 and fully described in Attachment B (Agreement), the Design/Builder will provide services in two distinct phases.

Phase One Services generally consist of preliminary engineering, geotechnical investigations, site survey, design development, and other investigations required for design, as well as preparation, in close collaboration with the Owner, of a proposed GMP and schedule for Phase Two Services. The proposed price and schedule for Phase Two Services will be based on the Project's design (developed to the Owner's required level of completion), and culminate in the proposed GMP, including all supporting documentation, such as detailed open-book costing for the proposed GMP. Phase Two Services generally encompass completing the Project's final design, construction, and performance testing.

Permitting activities are included in each Phase.

3.2 Roles and Responsibilities

Owner: The Owner will cooperate with the Design/Builder and will fulfill its responsibilities in a timely manner to facilitate the Design/Builder's timely and efficient performance of all services for Phase One Services and Phase Two Services. Owner responsibilities include:

- Review submissions and provide comments to Design/Builder.
- Furnish existing studies and available data and information regarding the Project, including record drawings, existing preliminary studies, existing operating data and information, etc.
- Provide adequate funding.
- Provide access to the Project site(s) and any necessary easements.

Design/Builder: The Design/Builder will cooperate with the Owner and will provide in a timely manner the Phase One Services and Phase Two Services necessary to complete the Project scope specified in this RFP. Design/Builder responsibilities include:

- Perform studies and gather data required for design.
- Prepare design and construction documents.
- Supervise subcontractors and Design/Builder personnel.
- Obtain governmental approvals and permits.
- Maintain site security.
- Conduct performance testing.
- Implement quality-management procedures.
- Implement Project health and safety practices.

The roles and responsibilities of the Owner and the Design/Builder are fully described in Attachment B (Agreement).

Procurement Process

4.1 Communications and Owner Contact

On behalf of the Owner, Pamela Crosby, Director of Purchasing will act as the sole point of contact (Owner Contact) for this RFP and shall administer the RFP process. All communications shall be submitted in writing by email, and shall specifically reference the RFP. All questions should be directed in writing to the Owner Contact as follows:

Pamela Crosby, Director of Purchasing
 1703 Gloucester Street, Brunswick, GA 31520
 Telephone: 912.261.7127
 Email: pcrosby@bgjwsc.org

The deadline for questions is contained in the Procurement Schedule. All questions and responses will be published to all Proposers by addendum.

No oral communications from the Owner Contact or other individual is binding. No contact with Owner staff, Brunswick Glynn JWSC Joint Water and Sewer Commission Board members or any public official concerning the Project during the procurement process is allowed, except through the Owner Contact. A violation of this provision may result in disqualification of Proposer.

4.2 Procurement Schedule

The current procurement schedule is as follows:

Milestone	Date
Public Advertisement of RFP	Wednesday, April 12, 2017
Mandatory Pre-Proposal Meeting	Friday, April 28, 2017 – 1:00 p.m.
Deadline for Questions	Friday, May 5, 2017 – 5:00 p.m.
Answers to Questions; Final Addenda Issued	Tuesday, May 9, 2017 – 5:00 p.m.
Proposals Due	Wednesday, May 24, 2017 – NOON
Ranking of Proposals Complete	Friday, June 2, 2017
BGJWSC Commission Meeting – Approval of Recommended Design/Builder Selection and Agreement for DB services and 30% Design	Thursday, June 15, 2017 – 2:00 p.m.
Notice of Award	Friday, June 16, 2017
Complete Execution of Design/Build Contract	Thursday, June 29, 2017
Notice to Proceed for Phase One Services	Friday, June 30, 2017

The Owner reserves the right to adjust this schedule to meet its own needs.

4.3 Pre-Proposal Meeting

A mandatory Pre-Proposal meeting will be held at the Owner's office located at 1703 Gloucester Street, Brunswick, GA 31520 on **April 28, 2017, at 1:00 p.m.** local time. Failure to attend the mandatory pre-Proposal meeting shall result in the Proposer being disqualified from submitting a Proposal on the Project.

The purpose of this meeting is to present and clarify information about the Project and procurement

process, and respond to any immediate questions that Proposers may have about this RFP. A list of persons in attendance at the pre-Proposal meeting will be recorded and posted on the Owner's website.

After the meeting, there will be mandatory site visits to the lift stations included in the Project. If an additional site visit, or visits, are desired, Proposers must contact the Owner Contact to schedule any additional site visit.

For security control and site access, the following information will be required: attendee's full name, phone number, employer's name, work address and phone number. Proposers are required to make their own travel arrangement for the site visit. Owner will provide driving directions to Proposers.

Proposal Submission Requirements

5.1 Submittal Location and Deadline

Five (5) paper documents (one original and four (4) copies), as well as one (1) electronic version of the Proposal on flash drive in PDF format, must be received no later than **May 17, 2017 at NOON**. EST, addressed to:

Attention: Pamela Crosby, Director of Purchasing
Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, GA 31520
(P) (912) 261-7127

Please note, however, that the Price Proposal (on the completed Form of Price Proposal in Attachment E must be presented in a **separate, sealed envelope** and **should not be included on the flash drive**.

Each Proposer assumes full responsibility for timely delivery of its Proposal at the required location. Any Proposal received after the submittal deadline, arising from whatever cause, will be deemed non-responsive and returned. The delivered packaging containing the Proposal documents must note:

**Proposal – Brunswick Glynn JWSC Joint Water and Sewer Commission
2016 SPLOST North Mainland Sewer Improvements Project, Phase I
[Name of Proposer’s Authorized Official]
[Company or Team Name of Submitter]**

5.2 Submission Format

The Proposal must not exceed 35 total pages (most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, resumes, required forms and appendices. A maximum of 3 of the total pages may be 11 x 17-inch Z-fold format. Eleven-point font or larger must be used in Proposal.

5.3 Submission Content

The content requirements set forth in this RFP establish the content requirements for the Proposal. It is the Proposer’s responsibility to include information in its Proposal responsive to the content requirements set forth below. The Proposal should not contain standard marketing or other general materials.

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

- Cover
- Table of Contents
- Transmittal Letter
- Part 1 – Project Approach
- Part 2 – Experience and Capabilities of Key Personnel

- Part 3 – Experience and Capabilities of Design/Builder/Affiliated Entities
- Part 4 – Price Proposal (on the form that is in Attachment E to this RFP)
- Part 5 – General and Additional Information

Provide the content requirements set forth above, sectioned or tabbed in this order and in the required layout. This provides the Selection Committee with an indication of the Respondent’s ability to follow BGJWSC’s direction and procedures. Respondents shall comply with page limits (indicated in parenthesis, where applicable) for each applicable response item. Additionally, Respondents must clearly section or tab the submittal in the order listed below (that is, each component of Sections 5.3 shall be clearly tabbed, titled, identified, and presented in the order requested). Failure to follow the required format, forms, and content may deem the Respondent’s Proposal as non-responsive.

5.3.1 Transmittal Letter

1. Proposers must submit a transmittal letter (maximum 2 pages) on the Proposer’s letterhead. A duly authorized official of the DB entity or lead firm must execute the transmittal letter and affirm and commit the Proposer to the representations and obligations contained in the Proposal. The Transmittal Letter shall briefly introduce the Design-Build Entity and indicate the design-build entity’s interest in this project as well as a statement indicating that the contents of the submittal are true and accurate. It shall also state that the DB entity can meet the insurance and bonding requirements as listed in Attachment B and that it is the intent of the DB entity to execute one agreement with BGJWSC that addresses terms for a guaranteed maximum price. The transmittal letter must include the name, address, phone number and e- mail address for the Proposer’s Contact and must specify who would be the Design/Builder’s proper, legal signatory to any contract documents executed with the Owner.
2. Checklist Form - Respondent must complete and include with its Response a completed “RFP Submittal Check List Form” included after the Transmittal Letter.
3. Table of Contents for the Submission shall follow the Checklist Form.

5.3.2 Part 1 – Project Approach

Provide a conceptual description (maximum 10 pages) of the Design/Builder’s approach for delivering and managing and performing the Project during Phase One Services and Phase Two Services that will satisfy the Owner’s objectives for this Project. The following items should be addressed:

1. Provide a critical path milestone schedule and discussion identifying the major milestones of the Proposer’s Progressive Design/Build Approach to provide a comprehensive management plan and preliminary schedule to meet the Phase One Services design and GMP development objectives and major milestones, including (i) the proposed number of days to input into the Agreement and (ii) a discussion of any major schedule risks anticipated by Proposers.
2. Present a narrative discussion and include any beneficial drawings to clearly and concisely describe the proposer’s conceptual design and project delivery approach for implementing the Phase Two design and build services to addresses the Owner’s Scope of Services and identified needs for the Project to upgrade, expand, and modify the NMSTS to meet the design needs identified in Attachment D; and include a critical path schedule and discussion identifying the major work tasks of the Proposer’s Progressive Design/Build Approach including engineering, material and equipment procurement, permitting, construction, bypassing pumping, and utilization of Owner’s assets necessary to complete the Project. Proposers are discouraged from including boiler-plate company information that is not directly related to the proposer’s specific conceptual design for the Owner’s project. This conceptual design will be the basis for the

critical path milestone schedule for implementing the Phase One and Phase Two services and the discussion of any major schedule or operational risks anticipated.

3. Discuss how a collaborative relationship with the Owner would be established and maintained during the Phase One Services for design development, scheduling, and cost estimating and in the Phase Two Services.
4. Discuss how the design and construction processes will interface, including how Value Engineering and constructability issues will be addressed.
5. Identify the work components critical to the Project's success and how these components would be achieved.
6. Provide a description on cost model development leading up to formal cost estimate submittals, including the use of an open book cost estimation process, iterative design impacts to cost, and establishment of a proposed GMP.
7. Discuss how key risk factors will be identified and addressed throughout the Phase One Services and the Phase Two Services of the project.
8. Provide a summary of the plans/actions to provide quality control/quality assurance throughout the Phase One Services and the Phase Two Services of the Project.
9. Flygt pumps are sole source item and will be purchased by BGJWSC. Development of technical specifications for these pumps will be in coordination with BGJWSC staff and BGJWSC Xylem representative.

5.3.3 Part 2 – Management Organization

Provide a description (maximum 7 pages) of the proposed DB Entity Project Team management organization, including the following:

1. **Entity Members, Processes, and Responsibilities** - A description of the Respondent Team identifying all entity members, sub-consultants, the anticipated legal relationship among the Prime Team Members (for example, partners, shareholders, client-consultant, etc.), clearly defined and articulated decision making bodies, and Prime Entity Members' roles and responsibilities for the key functions.
2. **Organizational Chart** - Provide an organizational chart to illustrate how the key team personnel and the firms will function together and the reporting structure. If sub-consultants and subcontractors are not yet known, list the type of sub-consultants and subcontractors. In the organizational chart, illustrate how each type of subcontractor or sub-consultant fits into the team. If not named, BGJWSC retains the right to approve subcontractors and sub-consultants.
3. **Personnel Experience** – Please submit resumes for the key team members included in Proposer's organizational chart. After the RFP step and selection of the DB entity, changes in DB entity key members, as defined during the RFP stage will require prior written approval from the Owner.

5.3.4 Part 3– Experience

1. **Relevant General Experience (limited to 5 pages)** - Provide a description of the Proposer's experience with wastewater transmission and conveyance design and construction experience, including experience with alternative project delivery, work within an operating transmission and conveyance system, experience history of lead contractor and lead engineering firms working together, and other features similar to this project.

2. **Relevant Project Experience (limit 1 page per project)** - The experience of the DB entity in designing and building sewer transmission systems should be submitted. List three (3) projects completed in the past 10 years in the Southern United States. At least two of the projects must be publicly owned wastewater DB projects.

For each project, provide the following information:

- Project name.
 - Detailed description of the project.
 - Date completed and original duration of the contract.
 - Reference information including Owner's name, contact name, and telephone number.
 - Applicant's project manager and superintendent names.
 - Indicate the type of project delivery method used to deliver the project (CMAR, Progressive DB, Lump Sum DB or Traditional Design-Bid-Build).
 - Initial contract price (value at award) and final project price including change orders.
1. **Safety** – Include a copy of the Respondent's Experience Modification Rate (EMR) for the past 3 years. The EMR must be less than 1.0 to receive a "pass" rating.
 2. **Personnel Experience (limit 4 pages or 1 page per person)** - This section requests details of the experience of the Project Manager, Design Manager, Construction Principal in Charge and Construction Manager that the DB entity intends to use on this project. Professional profiles or resumes must be submitted for each team member and each one must have a minimum of 10 years' experience in design and/or construction of wastewater pumping, transmission, and conveyance systems.

Qualified Respondents shall retain key members of their team (DB entity project manager, design manager, construction principal-in-charge, and construction manager) following submission of the RFP. After submission of the RFP and selection of the DB entity, changes in DB entity key members will require approval from the Owner.

5.3.5 Part 4 – Price Proposal

The Proposer must complete Attachment E (Form of Price Proposal) and include it in a separate sealed envelope marked "Proposal Attachment E (Price Proposal)." The scope of Design/Builder services for which pricing is required is defined in RFP Attachment B (Agreement).

Part 4 of the Proposal also should describe the Price Proposal and discuss its viability from the Design/Builder's perspective.

5.3.6 Part 5 – General and Additional Information

Provide the following items/areas sectioned or tabbed in this order and in the following required layout. This provides the Selection Committee with an indication of the Respondent's ability to follow BGJWSC's direction and procedures. Respondents shall comply with page limits (indicated in parenthesis, where applicable) for each applicable response item. Additionally, Respondents must clearly section or tab the submittal in the order listed below (that is, each component of Parts a through c shall be clearly titled, identified, and presented in the order requested).

5.3.6.1 5a. Financial Submission

Financial Information – The Respondent shall include the firm’s most recent reviewed financial statements (for the past 2 years). Unfavorable financial status, as determined by BGJWSC, may cause disqualification of Respondent.

5.3.6.2 5b. Bid Bond and Acknowledgement of Addendum

1. **Bid Bond** – Proposer shall submit a properly completed and signed Bid Bond, using the form contained in Attachment F, together with a valid and properly executed power of attorney from the surety. The Proposal shall be accompanied by a Bid Bond in the exact form set forth herein. The Bid Bond shall be in an amount not less than 5% of the proposed Design Services Price (See Attachment B, Agreement, Paragraph 7(A)) that is input by Proposer into the Form of Price Proposal. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a current, certified and valid power of attorney. The surety must be satisfactory to the Owner and must be licensed to do business in Georgia as approved by the State Insurance Commissioner’s Office. No other form of bid security will be accepted. The Owner shall have the right to retain the Bid Bond of each Proposer until either (a) the Agreement has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) sixty (60) days after Proposal opening, or (c) all Proposals have been rejected.
2. **Acknowledgement of Addenda** – Respondents shall submit a completed “Acknowledgement of Addenda Form” provided in Appendix E as part of their Response.
3. **Agreement Terms and Conditions Review Acknowledgement** – Respondents must acknowledge that they have reviewed the draft Agreement (Appendix D) for the Project, and provide any and all comments and/or concerns with the language, terms, and conditions set forth in the draft Agreement. Intent of this request is to identify terms in the draft Agreement, if any, that would preclude the Respondent from entering into the Agreement with BGJWSC. Indicate proposer’s willingness to execute the Owner’s form of Agreement and to execute the Owner’s form of Payment and Performance Bonds included in this RFP (Attachment G). Any proposed revisions to the terms or language of these documents must be submitted in writing with the Proposer’s response to the RFP so that the proposed revisions may be evaluated and scored. If submitted or proposed thereafter, such proposed revisions to the terms or language of these documents shall not be considered by the Owner and the Proposal may be rejected. A Proposal may be rejected if proposed revisions to any of these documents are unacceptable to the Owner.

A failure by a Proposer to submit item 1, above, shall result in a rejection of the Proposal. A failure by a Proposer to submit items 2 and 3, above, may result in a rejection of the Proposal. Except as otherwise expressly allowed by law, no Proposal may be withdrawn for a period of sixty (60) days following the closing time and date for receipt of Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each Proposer so agrees by submitting a Proposal.

5.3.6.35c. Additional Information

1. **Licensure** – The respondent shall include a certificate (copy) of all relevant licenses, certifications, and registrations showing the DB entity is licensed to do business in the State of Georgia for all professional services and construction services offered.
2. **Bonding Requirements** – Respondent shall include evidence of the DB entity’s aggregate bonding capacity of at least \$5 million and be able to bond a single project for a minimum of \$2 million. Provide proof in the form of a letter from the Respondent’s Surety. The letter shall be directly

from the Surety and not the Surety agent.

3. **Insurance Requirements** – The Respondent shall include a copy of the DB Entity’s insurance certificate showing the amounts of coverage carried for each type of insurance listed in the draft Agreement in Appendix B.

Proposal Evaluation and Selection

6.1 General

The Proposals will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this Section 6. The Owner may require that any Proposer that submitted a Proposal that may be reasonably selected for award participate in discussions, negotiations and revisions for purposes of obtaining best and final offers.

6.2 Responsiveness

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive.

6.3 Selection Committee

BGJWSC has assembled a selection committee (the Selection Committee) comprised of three people as listed in Section 5. The Selection Committee will be evaluating and ranking the Proposals, thereby determining the highest ranked Proposer with whom the BGJWSC will then enter into negotiations. The Selection Committee was not responsible for evaluating the SOQs or for selecting the Proposers; although some members of the selection committee were involved in these activities.

Once negotiations are complete, the Selection Committee will formalize its recommendation for action in a written report and submit that report to the JWSC Commission for approval.

BGJWSC has assembled a selection committee (the Selection Committee) comprised of three people who will be evaluating and ranking the Proposals. The Selection Committee will determine the highest ranked Proposer, with whom the JWSC will then enter into negotiations. Once negotiations are complete, the Selection Committee will formalize its recommendation for action in a written report and submit it to the JWSC Commissions for approval.

JWSC endeavors to maintain strict confidentiality and objectivity throughout this procurement process. Thus, Proposers shall in no way attempt to communicate with JWSC staff, commission members and other key project stakeholders except as outlined in the Communications Protocol in this RFP.

BGJWSC reserves the right to add, delete, or change Selection Committee members at its sole and absolute discretion at any time during the procurement process.

6.4 Selection Committee Proposal Evaluation

Upon receipt, the Technical Proposals will be distributed to the Selection Committee members and to begin their review.

6.4.1. Initial Technical Proposal Review

The Selection Committee members' initial review will consist primarily of becoming familiar with each Proposer's technical approach, project management organization, key team member and project experience, and general and additional information. The focus of this review will be to gain a general understanding of the Proposer's project layout, design approach, innovative concepts, and project

schedule; the qualifications of the proposed project team members; the experience of the designer and builders; and the project experience of the Proposer’s Team. The review also will verify compliance with this RFP. A proposal review form will be completed for each Technical Proposal noting only compliance or non-compliance with the requirements of the RFP. Further, the Selection Committee will compare and contrast each of the Technical Proposals.

6.4.2 Technical Proposal Clarifications

The Selection Committee members will determine if any additional clarifications regarding the Technical Proposal for any of the Proposers are necessary. If additional clarification is deemed necessary, these clarification requests will be submitted to the Proposers in writing. Proposers will have a maximum of Three (3) calendar days to provide a response to the clarification request correspondence. Failure to respond within this time period may result in a Proposer being considered non-responsive to this RFP.

Proposers are notified that responses to the clarification requests will be considered in the final Technical Proposal rankings and, thus, may be included in the final Agreement.

6.4.3 Technical Proposal Evaluations and Ranking

After the Technical Proposal reviews (and clarification responses are received if deemed necessary), the Selection Committee will complete a final evaluation and ranking of the Technical Proposals. The Selection Committee will evaluate and rank the Technical Proposals based on the following criteria:

Evaluation Criteria	Possible Points
<i>Strength of the Project Team members, & key project staff:</i>	20
Design-Build Project Manager	5
Design Manager	5
Construction Manager/Project Site Superintendent	5
Lead Process Engineer	5
<i>Technical Approach:</i>	45
Process design and enhancements.	10
Reliability and redundancy.	5
Project schedule.	15
Best Value Alternatives	10
Ease of Operation and Maintenance.	5
<i>Innovation:</i>	15
Potential for life cycle cost savings.	5
Minimizing Impacts to Existing Operations.	10
<i>Project Implementation Reliability:</i>	25
Project management approach.	5
Financial capability and surety information.	5
Experience with similar projects.	10
Acceptance of Agreement terms.	5
<i>Total Possible Points</i>	105

The Proposal scoring process shall proceed as follows:

1. Each Selection Committee Member shall independently score each of qualified Proposers based on the scoring criteria and points presented in the Table above.
2. Once the individual scores are received, a non-Selection Committee Member will totalize and normalize the scoring for each individual Proposer for each Selection Committee Member. The total score for each Proposer will be determined and will the Proposers for each Selection

Committee Member will be ranked based on its numerical score. The Proposer with the highest score will receive a Number 1 ranking; the Proposer with the second highest score will receive a Number 2 ranking, and so on until all the qualified Proposers are ranked. This process will be repeated for each Selection Committee Member.

3. After all the Selection Committee Member's scores have been ranked, the rankings will then be normalized to assure a fair and equitable scoring is achieved. The normalization process occurs as follows:
 - a. Each Number 1 ranked Proposers will be assigned a normalized score of 3.
 - b. Each Number 2 ranked Proposers will be assigned a normalized score of 2.
 - c. Each Number 3 ranked Proposers will be assigned a normalized score of 1.
4. The normalized scores for each Proposer will be summarized for all Selection Committee Members and a total normalized score determined. In the case of a tie, the team with the highest number of Number 1 rankings from Step 2 will receive the higher score. Otherwise, a re-ranking of the tied teams may be requested to break the tie.

Selection Committee Members will use these criteria to provide individual rankings of the Proposers in numeric order (i.e., 1 – highest ranked Technical Proposer, 2 – second highest ranked Technical Proposer). The rankings will then be summed and the Proposer with the highest score will be determined the Recommended Proposer.

Once a Recommended Proposer has been identified, the Selection Committee will make a recommendation to the JWSC Commission for approval. Once a Recommended Proposer is approved by the JWSC Commission, the Proposers will be notified of the final rankings both verbally and in writing.

6.5 Review of Cost Proposals

Once a Recommended Proposer has been approved by the JWSC Commissions, the JWSC Advisors will open the Cost Proposals from each Proposer and distribute them to the Selection Committee. The Selection Committee will consider the Cost Proposals and identify any questions or concerns regarding the information presented from any of the Proposers, including any mathematical errors, questions, or concerns regarding the information presented from any of the Proposers.

6.6 Negotiation of Cost Proposals

BGJWSC will select a Negotiating Team to negotiate on behalf of the Commission. This Negotiating Team will submit a formal clarification request, if necessary, to the Recommended Proposer based on a preliminary review of the Cost Proposals.

JWSC's Negotiating Team will then schedule a meeting with the Recommended Proposer to begin negotiations of the Cost Proposal. The Negotiating Team will negotiate in good faith to reach an acceptable Technical and Cost Proposal from the Recommended Proposer.

Should the Negotiating Team determine, in its sole discretion that a successful negotiation cannot be reached with the Recommended Proposer, then the Negotiating Team will terminate negotiations and eliminate the Recommended Proposer from further consideration, and begin negotiations with the second highest ranked Technical Proposer (at that point the second highest ranked Technical Proposer will become the Recommended Proposer).

6.7 Recommendation to JWSC Commission

Once negotiations are complete with the Recommended Proposer, the Selection Committee will submit a written report to the JWSC Commission with a request to finalize the Agreement with the Recommended Proposer. Upon JWSC Commission approval, BGJWSC will begin development of the final Agreement incorporating all negotiated changes to the Recommended Proposer's Technical and Cost Proposal.

6.8 JWSC Responsibility to Maintain Confidentiality

All Proposals received in response to this RFP shall be subject to all public domain requirements, inclusive of public access as provided by the Open Records Law of the State of Georgia.

All Proposals and related materials received from Proposers in response to the procurement documents will become the property of BGJWSC and will not be returned. BGJWSC is committed to maintaining the confidentiality of the Proposer's submittals made as part of this procurement process from the issuance of the RFP to the submittal of the Selection Committee's recommendation report to the JWSC Commission, subject to the aforementioned legal requirements. All Proposals will be open to public inspection after the Selection Committee provides its report to the JWSC Commissions presenting its recommendations regarding this procurement. To the extent a Proposer designates and BGJWSC concurs, and in accordance with statutes governing release of information, BGJWSC will make every reasonable effort to protect trade secrets and other proprietary data contained in a Proposal and identified as indicated in the next paragraph.

If a Proposer believes that portions of its Proposal are exempt from disclosure to third parties after the Proposals become public, the Proposer shall in its Proposal clearly label the specific portions that are to be kept confidential, specify the exemption allowed under applicable law, and explain the reasons why these portions of its Proposal should be kept confidential. Marking all, or substantially all, of the Proposal as confidential may result in the Proposer being considered non-responsive by BGJWSC.

Proposers, by submitting their Proposals, expressly acknowledge and agree that BGJWSC will not be responsible or liable in any way for any losses that the Proposer may suffer from disclosure of information or materials to third parties.

Conditions for Proposers

7.1 Affidavits of Non-collusion

At the time of submission of its Proposal, each Proposer shall submit an affidavit in the form of the Affidavit of Non-collusion included in Attachment H. If the Proposer is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in offering for or procuring the contract for the Project shall also sign the affidavit. If the Proposer is a corporation or other entity, all officers, agents, or other persons who may have acted for or represented the corporation or other entity in offering for or procuring the contract for the Project shall also sign the affidavit. Each subcontractor that may have represented or acted for Proposer in offering for or procuring the contract for the Project shall sign the subcontractor's affidavit of non-collusion.

7.2 Proprietary Information

All materials submitted to the Owner should be considered public property and may be subject to open records laws.

7.3 Rights of the Owner

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

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Progressive Design/Build Contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive technicalities and informalities in a Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- Proposal reasonably susceptible of being selected for award may be asked to participate in discussions, negotiations and revisions for purposes of obtaining best and final offers.
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.

7.4 Obligation to Keep Project Team Intact

Proposers 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. (The anticipated date for award of the contract is set forth in Section 4.2 of this RFP.). If extraordinary

circumstances require a change, it must be submitted in writing to the Owner, who, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Design/Builder's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Proposer from further consideration.

7.5 Addenda

If any revisions to the RFP or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written addenda. The Owner will notify all Proposers of all issued addenda. The Owner will post all addenda on the Owner Project website at the following address: www.bgjwsc.org. It is Proposer's responsibility to obtain all addenda prior to submitting its Proposal.

7.6 Protests

Any protest to an Owner's action in connection with this procurement must be filed in writing no later than **three (3)** business days following such action.

Attachment A

Definition of Terms

Definition of Terms

The definitions of some of the capitalized terms used in this RFP are presented below:

Builder – The Design/Builder or other firm (such as a subcontractor or joint-venture partner) that will provide construction services and have responsible charge of construction of the Project.

Designer – The Design/Builder or other firm (such as a sub-consultant or joint-venture partner) that will provide professional design services and have responsible charge of the design, including preparation of the construction documents.

Design/Builder – The entity that is selected to enter into the Progressive Design/Build Agreement with the Owner and that will be the single point of accountability to the Owner for delivery of the services and the Project.

Progressive Design/Build Agreement – The contract, including the agreement and all of its exhibits, presented as RFP Attachment B (Agreement).

Key Personnel – The individuals, employed by Design/Builder or other firms included on the Project Team, who would fill certain key roles in delivery of the Project and related services by the Design/Builder. At a minimum the Design/Builder's Project Manager and Design Manager and any personnel defined by Design/Builder in the organizational chart provided as part of their Proposal are considered "Key Personnel." Changes and revisions to personnel as identified in Design/Builder's Proposal are subject to Owner's prior written consent.

Owner – Brunswick Glynn JWSC Joint Water and Sewer Commission

Phase One Services – generally consist of engineering, geotechnical investigations, site survey, permitting, design development, and other investigations required for design completion to approximately thirty percent (30%), as well as preparation, in close collaboration with the Owner, of a proposed GMP and schedule for Phase Two Services.

Phase Two Services – Generally consist of finalizing design, permitting, construction, start-up, and performance testing.

Project – 2016 SPLOST North Mainland Sewer Improvements Project, Phase I

Project Team – The Design/Builder, Key Personnel and any additional firms (such as subcontractors and sub-consultants) included in the Proposal.

Proposer – The entity responding to this RFP by submitting the Proposal, and may sometimes be referred to as "Offeror".

Attachment B

Agreement

Attachment C

Cost Model Guidelines

Cost Model Guidelines for Progressive Design/Build Services for the 2016 SPLOST North Mainland Sewer Improvements Project, Phase I

Article 1 – Introduction

The Design/Builder shall prepare a Cost Estimate Submittal for Phase Two of the Project (Design/Build Phase Services) as part of the Phase One design and GMP development scope of services. This Attachment C describes the requirements that the Design/Builder shall follow to prepare its Cost Estimate Submittal. The Cost Estimate Submittal shall represent an “open-book” cost estimate detailing both the direct and indirect cost components.

The Cost Estimate Submittal will be submitted to the Owner for review and comment at the conclusion of the Phase One Services. The Design/Builder will be required to provide a Cost Estimate Submittal with the following milestones:

- Preliminary Consultation and Project Analysis (Agreement, Article 4);
- Preliminary Design (Agreement, Article 5); and
- Detailed Design (70% complete) (Agreement, Article 6).

Upon acceptance by the Owner of the Cost Estimate Submittal provided at the 30% Design Submittal milestone, the Design/Builder will be directed to prepare a Guaranteed Maximum Price (GMP) Submittal. The GMP Submittal requirements shall be in accordance with the Agreement.

Article 2 – Cost Estimate Submittal Requirements Organization of the Cost Estimate Submittal

Design/Builder shall prepare the Cost Estimate Submittal containing the following components in the following order:

- A. Cost Estimate Summary Memorandum
- B. Attachment 1 – Cost Model
- C. Attachment 2 – Assumptions and Exclusions
- D. Attachment 3 – Subcontractor and Supplier Estimates and/or Bids
- E. Attachment 4 – Professional Services During Final Design and Construction Support Information
- F. Attachment 5 – Allowance Items
- G. Attachment 6 –Contingency Costs Support Information
- H. Attachment 7 – General Conditions Costs Support Information
- I. Attachment 8 – Start-up, Commissioning, and Acceptance Testing Costs Support Information
- J. Attachment 9 – Updated Letter from Surety
- K. Attachment 10 – Updated Final Design and Construction Schedule

Design/Builder shall provide five (5) paper copies of the Cost Estimate Submittal in 3-ring binders or

other appropriate format, as well as provide one (1) flash drive containing an electronic copy in Adobe PDF format.

Following the Owner's review of the Cost Estimate Submittal, a meeting will be held to discuss the Owner's review comments, as well as how the Design/Builder intends to address such comments and incorporate those comments into either a revised Cost Estimate Submittal or the subsequent Cost Estimate Submittal.

The following subsections describe in detail the information to be provided within each Cost Estimate Submittal component.

Cost Estimate Summary Memorandum

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

- A. Summary of costing estimating assumptions and basis of cost estimate.
- B. List of proposed major equipment with the procurement schedule for each.
- C. List of proposed construction package subcontracts with the procurement schedule for each.
- D. Current contingency value and the approach to determining the value.
- E. A cost summary table similar to Table C-1. The Total Design/Build Cost is the cost that Design-Builder estimates to complete the Final Design and Construction. The Total Design/Build Cost will be the basis for the Base Guaranteed Maximum Price presented in the GMP Submittal.

Attachments

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

A. Attachment 1 – Cost Model:

1. Attachment 1 shall include a line item cost breakdown of all Design/Builder costs, including all labor, materials, subcontractor, and supplier cost elements consistent with Association for the Advancement of Cost Engineering - International (AACEi) practices. The organization of the Design/Builder's cost model should follow the organization of Table 1-1 such that all direct costs, professional services costs during Final Design and Construction, other indirect costs, etc. are accurately accounted for.
2. The direct costs shall be organized by each designated Lift Station. The Lift Station designations will be agreed upon by both the Owner and Design/Builder.
3. For work proposed to be performed by the Design/Builder (i.e., self-performance), direct costs should be distinguished as such and should be presented in conformance with Construction Specifications Institute (CSI) 16-Division Format, and as approved by the Owner.
4. An example cost model format is provided in Table C-2. The cost model format by Design/Builder does not need to match the example exactly but rather the level of detail and intent reflected in the example.
5. General Conditions Costs (typically considered Division 1) shall be those costs according to a breakdown approved by the Owner. A separate line item shall be included for costs associated with each of the Design/Builder supervisory and administrative personnel.

6. The total cost reflected in the cost model shall equal the Total Design/Builder Cost provided in the Cost Estimate Summary Memorandum.
7. The cost model should include listing of vehicles, material/hoisting equipment and other construction-related equipment required to complete the scope of the Project.

Table C-1. Design/Builder Cost Summary

Brunswick Glynn JWSC Joint Water and Sewer Commission - Progressive Design/Build Services for the 2016 SPLOST North Mainland Sewer Improvements Project, Phase I

Cost Element	RPRO	30% Design	70% Design
Direct Costs			
Construction Costs			
Allowances			
<i>Subtotal Direct Costs (A)</i>			
Contingencies			
Escalation			
Design/Builder Risks			
Scope Gap/Exclusions			
<i>Subtotal Contingency (B)</i>			
Indirect Costs			
General Conditions Payment			
Start-up, Commissioning, & Acceptance Testing			
Insurance			
Bonds			
Sales Tax			
<i>Subtotal Other Indirect Costs (C)</i>			
Design/Builder Fee (D)			
Phase One Professional Services			
Study and Technical Exhibits			
Other Professional Services During Preliminary Design			
<i>Subtotal Phase One Professional Services (E)</i>			
Phase Two Professional Services			
Final Design			
Engineering Services During Construction			
Materials Testing During Construction			
Other Professional Services During Construction			

Subtotal Professional Services (F)

Total Design/Builder Cost (A+B+C+D+E+F)

Table C-2. Example of Cost Model Format

Brunswick Glynn JWSC Joint Water and Sewer Commission - Progressive Design/Build Services for the 2016 SPLOST North Mainland Sewer Improvements Project, Phase I

MEASURES					
Item Number	Work Element	Labor Cost/Unit	Material Cost/Unit	Material Quantity	Subcontractor Cost
	Description	Labor Quantity		Material Price	TOTAL COST
	Takeoff Quantity	Labor Price			
Facility 210					
Division 3					
03-100	Concrete				
03-101	Concrete Material				
03-102	Reinforcing Steel				
03-103	Formwork				
03-104	Cranes				
03-105	Concrete Pumping				
Subtotal 03-100					
Subtotal Division 3					

8. For work not performed by the Design/Builder (e.g., subcontracted or vendor supplied), corresponding direct costs should be delineated as such and do not have to be presented in the CSI format. If a quote or bid is received for a particular cost element (e.g., major equipment, subcontracted work package), the cost model line item shall correspond to the quotes and bids provided in Attachment 3 of the Cost Estimate Submittal (ex., line item cost for concrete material shall correspond to the bid price provided by selected concrete supplier). Line item costs shall include all applicable taxes and fees.

B. Attachment 2 – Assumptions and Exclusions:

1. Attachment 2 shall include a list of all assumptions, clarifications, and exclusions that Design-Builder used to determine the project costs.

2. Assumptions, clarifications and exclusions which are contrary to an express contract term shall not be used in interpreting the rights and obligations of the Parties under the Agreement.

C. Attachment 3 – Subcontractor and Supplier Estimates and/or Bids:

1. Attachment 3 shall include a copy of all subcontractor and supplier quotes or bids received by Design/Builder. The quotes and bids shall be organized by Lift Station. A summary sheet shall be provided for each subcontractor and supplier quotes or bid listing the supplier/subcontractor that provided quotes/bids, the price from each quote/bid, the supplier/subcontractor selected or recommended, the reason for selection (i.e., low bid, best-value, etc.), and any scope deficiencies (scope gap/exclusions) and corresponding cost estimate for the deficiencies (as estimated by the Design/Builder).

D. Attachment 4 – Professional Services Scope and Fee:

1. Attachment 4 shall include the proposed professional services scope and fee for all remaining professional services to be performed during Phase Two: Design/Build Phase Services. This may include, but is not limited to the following: final design services, permitting assistance, engineering services during construction, materials testing during construction, and project close-out.
2. The Cost Estimate Submittal shall provide an estimate of labor hours and other direct costs associated with the provided professional services scope.

E. Attachment 5 – Allowances:

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

F. Attachment 6 – General Conditions Costs Support Information:

1. This attachment shall include information to support the general conditions costs provided in the cost model.
2. The Design/Builder shall provide an organizational chart of its Final Design and Construction staff and a person-hour analysis including costs of base wages or salaries of supervisory and administrative personnel of the Design/Builder. Supervisory and administrative personnel include the Project Manager, Project Superintendent, Project Engineer, Scheduler, and Field Engineer. A multiplier of _____% (to be provided by Design/Builder) applied to such base wages or salaries of such Design/Builder supervisory and administrative personnel as compensation for costs incurred by the Design/Builder for employee benefits, project-related bonuses, premiums, taxes, insurance, contributions and assessments required by law and collective bargaining agreements.
3. The Design/Builder shall include the following cost information, at a minimum, for developing the Field Office and Construction Supply Costs for Design/Builder Staff:
 - Design/Builder field office mobilization and demobilization
 - Office trailer rental
 - Office furniture and equipment
 - Office janitorial
 - Document reproduction services (off-site or custom)
 - Copy machines, fax machines, printers, scanners, and paper shredders
 - Office computers, software, and maintenance

- Office telephones, and telephone and internet service
 - Accounting and data processing costs
 - Jobsite radios/cellular phones
 - Postage, courier, and express delivery
 - Scheduling expenses and job meeting expenses
 - Job travel, including fuel and vehicle
 - Temporary parking and laydown areas
 - Storage facilities, both on and off site, as appropriate
 - Tools and toolshed
 - Surveying equipment and supplies
 - Office supplies
 - Project specific signage
 - Reference manuals
 - Employee identification system
 - Business licenses and fees
4. The Design/Builder shall include the following cost information, at a minimum, for developing the Temporary Amenities for Design/Builder Project Site activities:
- Facilities for drinking water and sanitation to support field offices (drinking water system will be metered)
 - Provide fire protection, site security, power generation, communications, and appropriate lighting for temporary facilities.
 - Traffic control equipment rental
 - Temporary weather protection facilities
 - Fencing, barricades, partitions, and protected walkways
 - Site erosion control
5. The Design/Builder shall include cost information for maintaining a clean Project site through the Project duration, which includes; daily site cleanup and dumpsters, Cleanup at Substantial Completion, and Cleanup at Final Completion.
6. The Design/Builder shall include cost information to visually document project progress using photographs and videos.
- G. Attachment 7 – Start-up, Commissioning and Acceptance Testing Costs Support Information:
1. Attachment 8 shall include information to support the start-up, commissioning, and acceptance testing costs provided in the cost model.
 2. The Design/Builder shall provide an organizational chart of its start-up, commissioning and acceptance testing staffs; a conceptual plan for performing these activities; and person-hour and cost analysis for the associated activities
 3. The Design/Builder shall provide the costs elements for warranty periods following substantial completion.
- H. Attachment 8 – Updated Letter from Surety:
1. This attachment shall include an updated letter from the surety (or sureties) verifying that Design/Builder has sufficient bonding capacity available for the Project based on the current cost estimate.
- I. Attachment 9 – Updated Final Design and Construction Schedule:
1. Attachment 10 shall include an updated summary-level (i.e., roll-up) schedule for the Design-

Build Phase (Phase Two) in accordance with Attachment D (Scope of Technical Exhibit Phase Services) that should be consistent with the completion durations included in the cost model all direct costs (by Lift Station) and indirect costs (i.e., General Conditions).

Attachment D

Project Technical Requirements

Project Technical Requirements

1. Progressive Design/Build Services for the 2016 SPLOST North Mainland Sewer Transmission System Description

The North Mainland Sewer Transmission System (NMSTS) consists of six (6) lift stations (LSs), LS 4005, 4006, 4028, 4039, 4048, 4110, and their associated force mains and gravity lines. Table D-1 presents general information regarding each of these six stations, and Figure 2.8 presents the location of each of these stations, as well as other LSs that contribute flow to the Academy Creek Wastewater Treatment Plant (WWTP). The information and data presented Table D-1 and Figure 2.8, and other materials, are contained in the BGJWSC Water and Wastewater Master Plan Update 2015-2035, that was developed by Applied Technology and Management (ATM) in February 2016. An electronic copy of this document is available on the BGJWSC website. A brief description of each LS is presented below in the following text.

Table D-1 Pump Station General Information-North Mainland Sewer Transmission System

Lift Station Number	Location	Pump Type	Pump Discharge Size (In)	Pump Man	Motor HP	No. Pumps	Model	Imp	Discharge Force Main Size (in)
4005	Stonewall & Fifth St	Dry Pit Submersibles	12	Flygt	100	2	3305	630	14
4006	Brunswick Community College	Submersible	12	Flygt	35	3	3201	638	18
4028	Carteret Road	Submersible	12	Flygt	35	3	3201	637	16
4039	Glynco WTP	Submersible	-	Flygt	35	3	-	-	12
4048	US 17 North	Submersible	12	Flygt	35	3	3201	638	16
4110	Harry Driggers Boulevard	Submersible	6	Flygt	88	2	CP3300	464	8/12

Lift Station 4110

LS 4110 is a submersible duplex LS that receives wastewater flows from the northern most regions of the Mainland Collection System, including from LS4118. The LS discharges flow to about 1.54 miles of 8-inch diameter polyvinyl chloride (PVC) force main that transitions to a 12-inch diameter PVC force main that is about 1.37 miles long. The pumps are Flygt pumps and the manufacturer's factory pump curves are available on the Owner's website. Generally, the pumps are individually rated at 1,900 gallons per minute (gpm) at a total discharge head (TDH) of 130-feet. The most recent draw down data from the Owner indicates that the two pumps are actually operating at 426 gpm and 664 gpm, each. LS 4110 discharges to a manhole upstream of LS 4039.

Based on the future projections provided in the BGJWSC Master Plan, LS 4110 will need the capacity to convey 1,431 gpm to LS 4039; and presently does not have the capacity to convey this amount of flow.

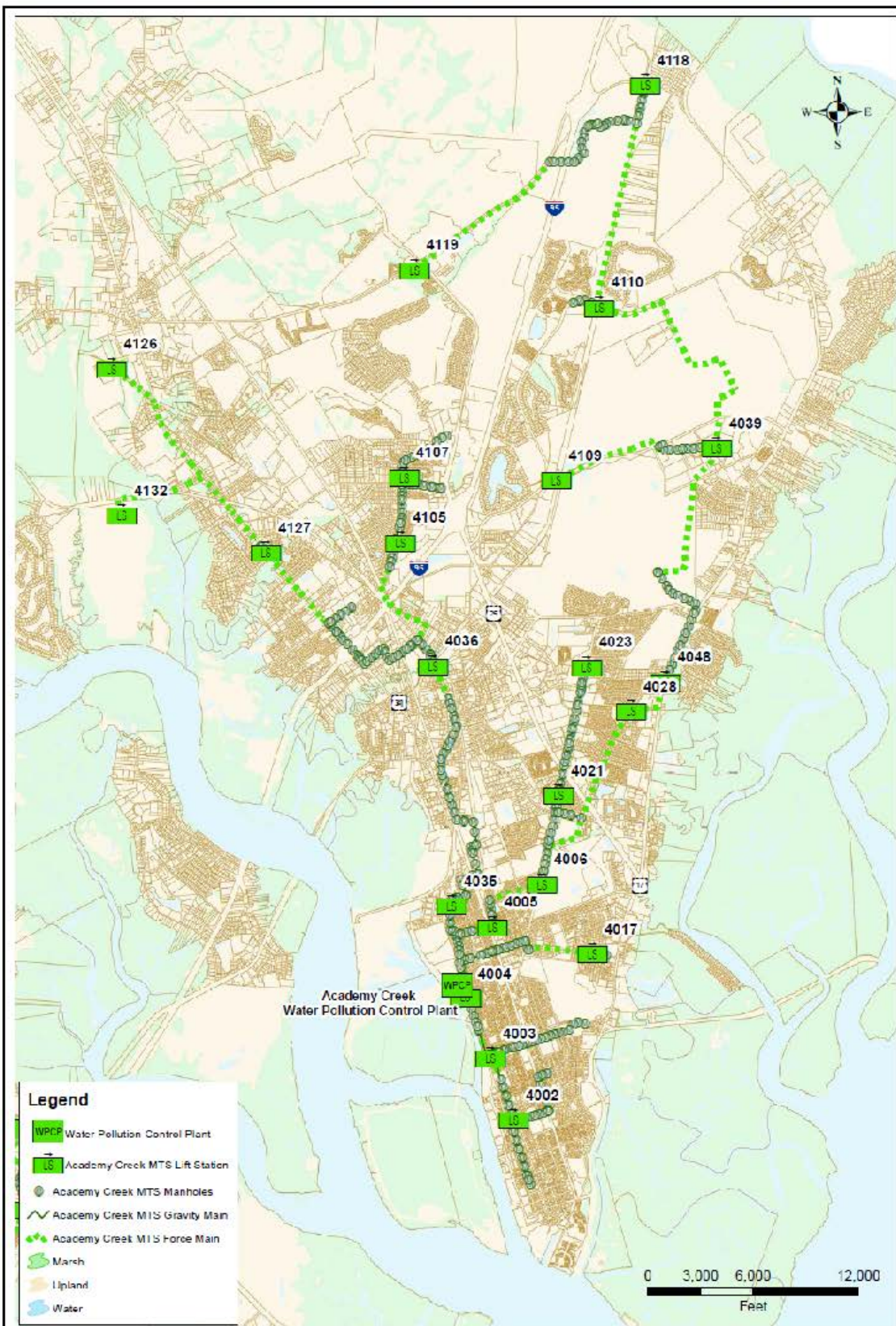


Figure 2.8 JWSC Academy Creek Major Sewer Transmission System

DISCLAIMER: This map is for reference and illustrative purposes only. It should not be used for any legal or regulatory purposes without the approval of the project engineer.



BGWSC is implementing a project to construct a new 20-inch diameter force main to divert the discharge from LS 4110 away from LS 4039. This project is projected to be complete and operational by June, 2018. The BGJWSC requires the capacity of LS 4110

Lift Station 4039

LS 4039 is a submersible triplex LS that receives wastewater flows from the northern most regions of the Mainland Collection System, including from LS4110. The LS discharges flow to about 1.76 miles of 12-inch diameter PVC force main that discharges into a 27-inch diameter PVC gravity line. The pumps are Flygt pumps and the manufacturer's factory pump curves are available on the Owner's website. Generally, the pumps are individually rated at 2,000 gpm each at a TDH of 50-feet. The most recent draw down data from the Owner indicates that the pumps are actually operating at 817 gpm, 826 gpm, and 725 gpm.

Based on the future projections provided in the BGJWSC Master Plan, LS 4039 will need the capacity to convey 1,636 gpm to the downstream gravity line; and presently does have the capacity to convey this amount of flow.

BGWSC is implementing a project to construct a new 20-inch diameter force main to divert the discharge from LS 4039 away from the downstream gravity line. This project is projected to be complete and operational by the end of 2018.

Lift Station 4048

LS 4048 is a submersible triplex LS that receives wastewater flows from the Mainland Collection System, including from the 27-inch gravity line that LS 4039 discharges into. The LS discharges flow to about 0.62 miles of 16-inch diameter ductile iron pipe (DIP) manifold force main. The manifold force main also receives flow from two other downstream LSs, LS 4028 and LS 4006, described below. The next downstream LS that discharges into the manifold force main is LS 4028. Originally, LS 4048 was designed to discharge into LS 4028, and the piping and valves are still available to redirect the flow as originally constructed. The condition of the valves is not available at this time. Presently, flow from LS 4048 bypasses LS 4028.

The pumps are Flygt pumps and the manufacturer's factory pump curves are available on the Owner's website. Generally, the pumps are individually rated at 1,900 gpm at a TDH of 35-feet. Draw down data from the Owner indicates that the pumps are actually operating at 982 gpm, 2,010 gpm, and 2,010 gpm.

Based on the future projections provided in the BGJWSC Master Plan, LS 4048 will need the capacity to convey 3,125 gpm, 1,636 gpm from LS 4039 and an additional 1,489 gpm from the surrounding collection system. Presently the LS does not have the capacity to convey this amount of flow.

Lift Station 4028

LS 4028 is nearly identical to LS 4048 and is a submersible triplex LS that receives wastewater flows from the Mainland Collection System. The LS discharges flow to about 2.28 miles of 16-inch diameter DIP manifold force main. As described above, the manifold force main also receives flow from the upstream LS 4048 and one downstream station, LS 4006. Flow from LS 4028 bypasses LS 4006.

The pumps are Flygt pumps and the manufacturer's factory pump curves are available on the Owner's website. Generally, the pumps are individually rated at 1,900 gpm at a TDH of 35-feet. Draw down data from the Owner indicates that the pumps are actually operating at 450 gpm, 1,200 gpm, and 1,285 gpm.

Based on the future projections provided in the BGJWSC Master Plan, LS 4048 will need the capacity to convey 1,439 gpm received from the surrounding collection system. Presently the LS does not have the capacity to convey this amount of flow. The total flow in the 16-inch force main downstream of LS 4028 is 4,564 gpm.

Lift Station 4006

LS 4006 is a submersible triplex LS that receives wastewater flows from the Mainland Collection System. The LS discharges flow to about 0.59 miles of 18-inch diameter DIP manifold force main. The 16-inch manifold force main transitions to an 18-inch diameter force main at LS 4006. As described above, the manifold force main also conveys flow from the two upstream LSs, LS 4048 and LS 4028.

The pumps are Flygt pumps and the manufacturer's factory pump curves are available on the Owner's website. Generally, the pumps are individually rated at 2,100 gpm at a TDH of 42-feet. Draw down data from the Owner indicates that the pumps are actually operating at 3,464 gpm, 2,914 gpm, and 3,321 gpm.

Based on the future projections provided in the BGJWSC Master Plan, LS 4006 will need the capacity to convey 3,287 gpm received from the surrounding collection system. Presently the LS does not have the capacity to convey this amount of flow into the manifold force main with the design flows from LSs 4048 and 4028. The total flow in the 18-inch force main downstream of LS 4006 is projected to be 7,851 gpm. The 18-inch force main discharges flow into a 30-inch diameter PVC gravity line that conveys this flow and other gravity flows to a manhole upstream of LS 4005.

BGJWSC is implementing a project to construct a new 24-inch diameter force main to connect the existing 18-inch force main and divert the discharge from the three LSs, LS 4028, LS 448, and LS 4006, to a manhole downstream of LS 4005. This will eliminate this flow from being conveyed to LS 4005. This project is projected to be complete and operational by the September or October of 2017.

Lift Station 4005

LS 4005 is a dry-pit submersible duplex LS that receives wastewater flows from the Mainland Collection System and from the existing 18-inch diameter manifold force main that conveys flows from LSs LS 4028, LS 4048, and LS 4006. LS 4005 discharges flow to about 1,200 feet of 14-inch diameter fiberglass force main that discharges into a downstream manhole on a 30-inch gravity line.

The pumps are Flygt pumps and the manufacturer's factory pump curves are available on the Owner's website. Generally, the pumps are individually rated at 4,226 gpm at a TDH of about 67-feet. Draw down data from the Owner indicates that the two pumps are each actually operating at 3,281 gpm.

Based on the future projections provided in the BGJWSC Master Plan, LS 4005 will need the capacity to convey 8,141 gpm, 7,851 gpm from the 18-inch manifold force main and 290 gpm received from the surrounding collection system. Presently the LS does not have the capacity to convey this amount of flow to the downstream gravity line.

As stated above, BGJWSC is implementing a project to construct a new 24-inch diameter force main to divert the flow from the 18-inch force main away from LS 4005; which will significantly reduce the capacity requirements of this LS. This project is projected to be complete and operational by the September or October of 2017.

Jockey Pumps

The Owner has purchased four (4) Godwin Dri-Prime, diesel driven, self-priming “jockey pumps” that were originally intended serve as back-up pumps for LSs LS 4110, LS 4039, LS 4048, and LS 4005. These pumps are available to be utilized as part of this project to serve in an interim basis to support the NMSTS to meet its design capacities during the period that other improvements are being completed. The DB Entity can utilize these pumps in its design for improving the system with approval by the Owner. A description of each pump is presented below, and specific pump information is available from the Owner’s website.

1. **Jockey Pump LS4110** – Jockey Pump LS4110 is a Godwin model HL200M Dri-Prime® Pump with a current design duty point of 1,500 gpm at 315-feet TDH.
2. **Jockey Pump LS4048** – Jockey Pump LS4048 is a Godwin model CD300M Dri-Prime® Pump with a current design duty point of 3,200 gpm at 151-feet TDH.
3. **Jockey Pump LS4039** – Jockey Pump LS4039 is a Godwin model CD225M Dri-Prime® Pump with a current design duty point of 1,700 gpm at 100-feet TDH.
4. **Jockey Pump LS4005** – Jockey Pump LS4005 is a Godwin model CD300M Dri-Prime® Pump with a current design duty point of 5,000 gpm at 57-feet TDH.

B. Scope of Services Summary

The JWSC believes the D-B procurement method will accomplish its objectives. To achieve the optimal benefit from this process, BGJWSC prefers that the Proposer’s Project team be one that is a truly integrated team with a genuine, collaborative philosophy. Such a team would integrate the two prime roles of designer and builder. These prime roles would be integrated in a manner that supports collaboration and high performing team concepts. This team structure should share risk and reward, contain proper incentives, and allow for the routine conflict resolution of the issues that typically arise among these two prime roles.

The Design-Builder shall provide the JWSC with the following integrated D-B services:

Design:

- Design of improvements and modifications to the existing NMSTS to provide it the capacity to meet the design capacities identified in Section A above and related work.
- Permitting.
- Equipment Procurement Services
- Construction oversight.

Construction:

- Construction management.
- Construction of the NMSTS improvements and related work as appropriate, with coordination and integration with other current and planned JWSC projects.
- Completion of installation and start-up of all required equipment as well as plant performance and acceptance tests.
- Successful completion of the LS acceptance tests.
- Other requirements as mandated by the Agreement.

In providing these services, the Design-Builder shall at all times comply with the following:

- BGJWSC Design criteria and performance standards.
- Measures set forth in the Project’s certified/approved Georgia EPD permits.
- Design review/approval processes as detailed in this RFP.
- Industry design and construction standards.
- Local, state, and federal regulations.

C. Background Documents

A list of background documents for the Project that are available to Proposers is provided in Table 1 at the end of this section. BGJWSC has made these documents available for downloading by interested proposers from its website at www.BGJWSC.org.

Proposers are advised that the background documents which are being furnished to them have been prepared in the course of the Owner’s development of this and other projects. By submitting a Proposal, each Proposer certifies that it has read and understands the disclaimer for the background documents below.

Disclaimer: The background documents for the Project which are available to Proposers are provided to Proposers solely for their informational purposes, and the documents shall not be considered an appropriate or exhaustive list of information necessary for a Proposer to meet the Design-Builder’s obligations under the Agreement. The information, recommendations, conclusions, findings, analyses, results, or views expressed in the background documents have not been approved or endorsed by BGJWSC, and accordingly should not be construed as representing BGJWSC policy.

BGJWSC neither makes any representation nor warranty with respect to, nor assumes any responsibility for the appropriateness, completeness, or the accuracy of, the background documents. Proposers are solely responsible for conducting their own independent research and due diligence for the preparation of their Proposals and the subsequent delivery of services under the Agreement. No information derived from any part of the background documents, the RFP, or from BGJWSC or any of its agents, employees, contractors, advisors, or consultants, shall relieve the Design-Builder from any risk or from fulfilling all terms of the Agreement. Available documents include:

No.	Description	Organization	Format
1	BGJWSC Water and Wastewater Master Plan Update 2015-2035	ATM	pdf
2	Lift station pump curves	BGJWSC	pdf
3	Jockey pump curves	BGJWSC	pdf
4	Lift Station record drawings	BGJWSC	pdf
5	GIS Data from BGJWSC GIS system	BGJWSC	Arc-ESRI
6	Pump station run time and operation data	BGJWSC	pdf
7	Lift station draw down test data	BGJWSC	pdf

D. Accuracy of RFP and Related Documents

Should a Proposer find discrepancies in, or omissions from, this RFP and its related documents, the Proposer shall immediately notify Owner's representative at the address and telephone number provided in Section 3. If necessary, a written addendum will be issued. Every Proposer requesting a clarification of this RFP will be responsible for delivering such requests in writing in conformance with the requirements of Section 3.

BGJWSC considers any information that it may have released either verbally or in writing (other than such written information that was released as part of the formal procurement process) to be unofficial and therefore will not guarantee its relevance or validity.

E. Independent Investigation

Proposers are solely responsible for conducting their own independent research and due diligence in the preparation of Proposals and the subsequent delivery of services under the Agreement. The Agreement requires the Design-Builder to agree that the Project sites are acceptable and suitable for the construction of the expanded facilities, and to assume the risk of subsurface geotechnical conditions at the Project Sites that may affect the Project as defined in the Agreement. Proposers, therefore, are advised to make all necessary inspections and visits to the Project Sites and to review all available and relevant data and information, prior to the submittal of their Proposals, which are necessary in their judgment to undertake the Project.

Each Proposer is encouraged to include the costs for any necessary geotechnical or other subsurface investigations appropriate to its Proposal. Proposers may arrange for Project Site visits and investigations using communications protocol outlined in Section 3.

Attachment E

Price Proposal

ATTACHMENT E

Price Proposal

In compliance with the RFP, the undersigned Design/Builder,

_____ *[legal name of Design/Builder]*

_____ *[address of Design/Builder]*

_____ *[telephone of Design/Builder]*

_____ *[federal taxpayer identification number of Design/Builder]*

having carefully examined the site(s) of the Project, the RFP and all attachments and appendices of the RFP, and having carefully examined the proposed Contract for Guaranteed Maximum Price or Fixed Price (Agreement) and the Owner’s standard forms and other documents included or referenced in the RFP and any Addenda thereto, proposes and agrees, if this proposal is accepted, to enter into a contract with the Owner and to perform all of the services as set forth in the Agreement for the Design Services Price set forth below, and offers the following proposed compensation and other matters set forth below:

- a. Design/Builder’s proposed Design Services Price, this amount being the lump sum, fixed price (including all costs, overhead and profit) amount to include in the Agreement is:

_____ dollars

(\$ _____); and,

- b. Design/Builder’s proposed overhead, expressed as a percentage of the Cost of the Work, for all Phase Two Services (excluding completion of the Detailed Design that is part of the Design Service Price) is

_____ percent (____%); and

- c. Design/Builder’s proposed fee, expressed as a percentage of the Cost of the Work, for all Phase Two Services (excluding completion of the Detailed Design that is part of the Design Service Price) is:

_____ percent (____%).

The Design/Builder understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.

The Design/Builder agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Design/Builder agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within sixty (60) calendar days after the date and time fixed for receiving said Proposals, the undersigned Design/Builder will execute, within three (3) business days of the date of the notice, a contract for the Phase One Design Services, Preliminary Consultation and Project Analysis, Preliminary Design and Detailed Design as set forth in the Agreement for the compensation amounts stated above.

The undersigned Design/Builder agrees to commence the Phase One Design Services under the Owner's form of contract within five (5) days (or sooner if possible) after its receipt of a written Notice to Proceed from the Owner.

The undersigned Design/Builder hereby acknowledges receipt of the following Addenda:

: [insert the number and date of each Addendum; if none, insert "None"]

By submission of the Proposal, Design/Builder represents and warrants that:

- a. Design/Builder has read and understands the RFP and all attachments and appendices thereto and this Proposal is made in accordance therewith;
- b. Design/Builder has read and understands the Agreement including its terms and conditions for Phase Two construction of the Project;
- c. Design/Builder has visited, examined and inspected the site(s) of the Project, obtained first-hand knowledge of existing conditions; and,
- d. All facts stated in the Proposal are true and correct.

By submission of this Proposal, the Design/Builder certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other design/builder or with any competitor. The Design/Builder hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. Included as part of the Proposal is the Bid Bond, Design/Builder's Affidavit of Non-collusion and the Subcontractor's Affidavit of Non-collusion, all in the form, manner and number required by the RFP and applicable laws. The Design/Builder agrees to abide by all conditions of the RFP.

Respectfully submitted,

[typed name of Design/Builder]

By:

[seal]

[signature of Design/Builder]

[typed name and titles of Design/Builder]

[address of Design/Builder]

()

[business telephone of Design/Builder]

[date of execution by Design/Builder]

Attachment F

Form of Bid Bond

BID BOND

State of Georgia
City of Brunswick
County of Glynn

KNOW ALL MEN BY THESE PRESENT, that we, _____
_____, as Principal, and
_____, as Surety, are held and firmly bound
unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) in the not to
exceed sum of _____ Dollars

(\$_____) lawful money of the United states, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, personal representatives, successors and assign, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the JWSC a Bid for:

**2016 SPLOST Phase 1, North Mainland Sewer Improvements Design/Build
JWSC PROJECT NO. 702**

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the
Principal shall, within fifteen days (15) days after receipt of conformed Contract Documents, execute
a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in
the form and manner required by the JWSC and execute a sufficient and satisfactory Performance
Bond and Payment bond payable to the JWSC, each in an amount of one hundred percent (100%)
of the total contract price, in form and with security satisfactory to the JWSC, then this obligation
shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall,
upon failure of the Principal to comply with any or all to the foregoing requirements within the time
specified above, immediately pay to the aforesaid JWSC, upon demand, the amount hereof in good
and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-50 *et seq.*,
as amended from time to time, and all the provisions of the law referring to this character of bond as
set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof
to the same extent as if set out herein in full.

(Continued on Next Page)

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

This the _____ day of _____, 2017.

PRINCIPAL: _____

Signed and sealed in the
Presence of:

By: _____

Title: _____

1. _____

(Seal)

2. _____

SURETY: _____

Signed and sealed in the
Presence of:

By: _____

Title: _____

1. _____

(Seal)

2. _____

Attachment G

Form of Performance Bond

PERFORMANCE BOND

State of Georgia
City of Brunswick
County of Glynn

KNOW ALL MEN BY THESE PRESENT, that we _____

_____, as Principal, and _____

_____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC), for the use and benefit of those entitled thereto in the not to exceed sum of _____

_____ \$ (_____)

for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the JWSC has engaged the said Contractor for the not to exceed sum of _____ \$ (_____)

for the **2016 SPLOST Phase 1 North Mainland Sewer Improvements Design/Build, BGJWSC PROJECT NO. 702**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the JWSC from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the JWSC such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed there under, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

This the _____ day of _____, 2017, executed in two (2) counterparts.

PRINCIPAL: _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

1. _____

2. _____

SURETY: _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

1. _____

2. _____

Attachment H

Form of Payment Bond

PAYMENT BOND

State of Georgia
City of Brunswick
County of Glynn

KNOW ALL MEN BY THESE PRESENT, that we _____

_____, as Principal, and _____

_____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC), for the use and benefit of those entitled thereto in the not to exceed the sum of _____

_____ \$ (_____)

for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the JWSC has engaged the said Contractor for the not to exceed sum of

_____ \$ (_____)

For the **2016 SPLOST Phase 1 North Mainland Sewer Improvements Design/Build – GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO. 702**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later

than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

- (b) The Principal and Surety hereby designate and appoint _____ as agent of each of them to receive and accept service of process or other pleading issue or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.
- (d) This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

This the _____ day of _____, 2017, executed in two (2) counterparts.

PRINCIPAL: _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

1. _____

2. _____

SURETY: _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

1. _____

2. _____

Attachment I

Affidavit of Payment of Claims

AFFIDAVIT OF PAYMENT OF CLAIMS

(Submitted with Final Invoice)

_____ this the _____ day of _____, 2016,

appeared before me, _____, a Notary Public, in and for

_____, and being by me first duly sworn states that all subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the Contract between:

Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) and **To Be Named** (Contractor), last signed _____ for the **2016 SPLOST N Mainland Sewer Improvements Design/Build Phase 1 – GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO.702**

CONTRACTOR

Company: _____

By: _____

Title: _____

(SEAL)

Sworn to and subscribed before me this the _____ day of _____, 2017.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(NOTARY SEAL)

Attachment J

Oath

Oath

State of Georgia
City of Brunswick
County of Glynn

I, _____ (name of individual), solemnly swear
that in the procurement of the contract for

2016 SPLOST N Mainland Sewer Improvements Design/Build Phase 1

PROJECT NO. 702

that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or Bids of said project or from submitting a bid for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business, Corporation or partnership has caused or induced any other bidder to withdraw his/her bid from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This the _____ day of _____ 2017.

Name of Party: _____

Corporate or Partnership Name: _____

Sworn to and subscribed before me this the ____ day of _____ 2017.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(SEAL)

Attachment K

E-Verify Affidavit

E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as: "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department 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 applicable provisions and deadlines established in O.C.G.A. § 13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

(Continued on Next Page)

E-Verify Employment Eligibility Verification User I.D. Number

Date of Authorization to Use Federal Work Authorization Program

Name of Contractor

Title of Authorized Officer or Agent of Contractor

Signature and Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this the _____ day of _____, 2017.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(NOTARY SEAL)

As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Attachment L

E-verify Subcontractor Affidavit

E-VERIFY SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Subcontractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with a Contractor contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as: E-Verify”, web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department 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 applicable provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned Subcontractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.*

The undersigned Subcontractor agrees that, should it employ or contract with any other subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Subcontractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Subcontractor further agrees the Subcontractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor’s name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Subcontractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

(Continued on Next Page)

E-Verify Employment Eligibility Verification User I.D. Number

Date of Authorization to Use Federal Work Authorization Program

Name of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Signature and Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this the _____ day of _____, 2017.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(NOTARY SEAL)

As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Attachment M

Certificate of Drug Free Workplace

CERTIFICATE OF DRUG FREE WORKPLACE

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____

Attachment N

Representation

Attachment O

Legal and Character Qualifications

LEGAL AND CHARACTER QUALIFICATIONS

1. Convictions: Has the Bidder (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

	Yes	No		Yes	No
a. Fraud	[]	[]	h. Obstruction of justice (or other misconduct affecting public or judicial officers' performance of their official duties)		
b. Embezzlement	[]	[]			
c. Tax Evasion	[]	[]		[]	[]
d. Bribery	[]	[]	i. False/misleading advertising	[]	[]
e. Extortion	[]	[]	j. Perjury	[]	[]
f. Jury Tampering	[]	[]	k. Conspiracy to commit any of the Foregoing offenses		
g. Anti-Trust Violations	[]	[]		[]	[]

2. Civil Proceedings: Has the Bidder or any principal ever been a party, or is now a party, to a civil proceeding in which it was held liable for any of the following?

	Yes	No		Yes	No
a. Unfair/anti-competitive business practices	[]	[]	c. Violations of securities laws (state & federal)	[]	[]
b. Consumer fraud misrepresentation	[]	[]	d. False / misleading advertising	[]	[]
			e. Violation of local Government ordinances	[]	[]

Attachment P

Affidavit

AFFIDAVIT

This Bid is submitted to Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the JWSC's option, may result in a revocation of the granted contract.

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

The Bidder understands that, at such time as the JWSC decides to review this Bid, additional information may be requested. Failure to supply any requested information within a reasonable time may result in the rejection of the Bid with no re-submittal rights.

The successful Bidder understands that the JWSC, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the JWSC's judgment may best serve the interest of its rate payers and employees, may grant a contract.

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

Any contract issued will be on the basis of the Bidder's service, financial plans and arrangements being feasible and adequate to fulfill the conditions set forth in this project and the successful Bidder's response.

Company Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Attachment Q

Insurance Requirements

Brunswick-Glynn County Joint Water and Sewer Commission

1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7100

INSURANCE REQUIREMENTS

The description section of your insurance certificate must read:

BGJWSC is named as an additional insured on all coverage except Workers' Compensation as per written contract. A waiver of Subrogation applies to all policies shown above as per written contract.

Before starting and until acceptance of the Work by BGJWSC, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

SCHEDULE	AMOUNT
<u>Workers' Compensation</u> Georgia Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 Bodily Injury each accident \$500,000 Bodily Injury by Disease each Employee \$1,000,000 Bodily Injury policy limit
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate Primary and Non Contributory	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Excess or Umbrella Liability</u> (This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability and Automobile Liability)	\$2,000,000 each occurrence and annual aggregate

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above. The General liability shall contain a "Per Project Aggregate".

Company shall specify BGJWSC as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary and non-contributory as to any and all other insurance or self-insurance maintained by BGJWSC. Company shall include a Waiver of Subrogation on all required insurance in favor of BGJWSC, its commission members, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies authorized to do business in the State of Georgia, rated at least A- VII by A M Best and satisfactory to BGJWSC. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to BGJWSC for approval.