



**REQUEST FOR PROPOSAL NO. 22-007**  
**Progressive Design/Build Services for the Dunbar  
Creek WPCF Rehabilitation**

**Project No. 2106**

**TO THE BRUNSWICK-GLYNN  
JOINT WATER AND SEWER COMMISSION**

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**Issued Friday, August 20, 2021**

**Mandatory Pre-Proposal Meeting and Site Visit:**

**Wednesday, September 8, 2021– 1:00 p.m. EST**

**601 Palmetto @ 6<sup>th</sup> Street**

**St. Simons Island, GA 31522**

(Masks will be required and appropriate social-distancing protocols will be observed on-site by all attendees)

Pre-registration is required – please email [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org) to register no later than  
Friday, September 3, 2021 – 12:00 NOON EST to confirm your planned attendance

**Deadline for Questions:**

**Tuesday, September 14, 2021 5:00 p.m. EST**

**Proposals Due by:**

**12 NOON, EST on Tuesday, September 28, 2021**

**Office of Procurement**

**Joint Water and Sewer Commission**

**1703 Gloucester Street**

**Brunswick, Georgia 31520**

**(912) 261-7100**

**Contact: Pamela Drury-Crosby, Director of Purchasing – [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org)**

**Details found at <https://www.bgjwsc.org/departments/procurement/>**

Please email for a dropbox link to all background documents available

**Please Label Submission with Firm's Name and Address and Project Title:**

**"RFP No. 22-007 Design/Build Services for Dunbar Creek WPCF Rehabilitation – Project No. 2106"**

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**Attachments**

Attachment A – Definition of Terms

Attachment B – Contract for Progressive Design-Build Agreement For Water and Wastewater Projects

Attachment D – Project Technical Requirements

Attachment E – Form of Price Proposal

Attachment F – Form of Bid Bond

Attachment G – Form of Performance Bond

Attachment H – Form of Payment Bond

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Attachment M – Drug Free Workplace

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Attachment P – Affidavit

Attachment Q – Insurance Requirements

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# Background

## 1.1 Introduction

The Brunswick Glynn 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 Dunbar Creek Water Pollution Control Facility (WPCF). The project contemplated for these services is described as the Dunbar Creek WPCF Rehabilitation (Project No. 2106) 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 Dunbar Creek WPCF during construction.
- **Quality:** Provide wastewater treatment components and unit processes and equipment that will be sustainable and will reliably remove pollutants from the wastewater streams 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 treatment.
- **Cost Control:** The minimization of life-cycle cost is the Owner's next highest priority. While project cost is important to the Owner, decisions on included project components will not be made solely on upfront cost to the Utility.
- **Schedule:** Achieving the agreed scheduled completion date is the next highest priority for the Owner.
- **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 Dunbar Creek WPCF Rehabilitation (Project) whose components are further described in Attachment D - Project Technical Requirements. The Owner owns and operates the Dunbar Creek WPCF to treat collected wastewater from the residents and businesses of St. Simons Island in compliance with applicable permitting and regulations. The Project contemplated herein will specifically involve improvements for RAS flow control, aeration systems, aeration control, clarification capacity, UV disinfection capacity, tertiary filtration capacity, odor control, wastewater reuse systems, and entrance roadway improvements. Permit modifications with the Georgia Environmental Protection Division will also be required. 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 \$5,000,000. Such budget includes Owner's other Project costs, such as professional advisory services. The Owner intends to use funds from multiple sources, including existing reserves, potential American Rescue Plan Act of 2021 (if awarded), and potential borrowing 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 October 22, 2021, and the Notice-to-Proceed issued soon thereafter. Phase One Services are expected to be completed as soon as reasonably possible, with an expectation completion within 75 days of the Agreement. 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. The Owner will consider the purchase of large process equipment items outside of the scope of this Proposal. A copy of equipment proposals that may be considered are available.

# 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](mailto:pcrosby@bgjwsc.org)

The deadline for questions is **Tuesday, September 14, 2021, at 5:00 p.m. EST** and 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 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	Friday, August 20, 2021
Mandatory Pre-Proposal Meeting (pre-registration required)	Wednesday, September 8, 2022 – 1:00 p.m. EST
Deadline for Questions	Tuesday, September 14, 2021 – 5:00 p.m. EST
Proposals Due	Tuesday, September 28, 2021 – NOON EST
Ranking of Proposals Complete	Friday, October 15, 2021
BGJWSC Commission Meeting – Approval of Recommended Design/Builder Selection and Agreement for DB services and 30%	Thursday, October 21, 2021 – 2:00 p.m. EST
Notice of Award	Friday, October 22, 2021
Complete Execution of Design/Build Contract	No later than Monday, November 22, 2021
Notice to Proceed for Phase One Services	No later than Tuesday, November 23, 2021

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

## 4.3 Pre-Proposal Meeting

A mandatory Pre-Proposal meeting and site visit will be held at the Owner's office located at 601 Palmetto at 6<sup>th</sup> Street, St. Simons Island, GA 31522 on **Wednesday, September 8, 2021, at 1:00 p.m. EST**. Masks will be required and appropriate social-distancing protocols will be observed on-site by all attendees. Pre-registration for this event is required. Please email [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org) to register no later than Friday, September 3, 2021 – 12:00 noon EST to confirm your planned attendance. 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.

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 **Tuesday, September 28, 2021 at NOON. EST**, addressed to:

Attention: Pamela Crosby, Director of Purchasing  
Brunswick-Glynn Joint Water and Sewer Commission  
1703 Gloucester Street  
Brunswick, GA 31520  
(P) (912) 261-7100

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:

**Request for Proposal No. 22-007 Dunbar Creek WPCF Rehabilitation**  
**Project No. 2106**  
**Brunswick Glynn Joint Water and Sewer Commission**  
**[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
- Part 6 – Preliminary Cost Estimate

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.

### 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 treatment plant construction experience, including experience with alternative project delivery, work within an operating wastewater treatment plant, 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 wastewater treatment plants 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.
3. **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.

4. **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 treatment plants.

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, 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 **Attachment R** as part of their Response.
3. **Agreement Terms and Conditions Review Acknowledgement** – Respondents must acknowledge that they have reviewed the draft Agreement – **Attachment B** 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 and Attachment H**. 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 **Attachment Q**.

### 5.3.7 Part 6 – Preliminary Cost Estimate

The Proposer must provide a preliminary cost estimate for completion of the work as described in Phases One and Two. Owner understands that this number is subject to change as a result of information learned during Phase One. A form for providing this preliminary cost estimate is provided in Attachment E.

# 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:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
<b><i>Strength of the Project Team members, &amp; key project staff:</i></b>	<b>30</b>
Design-Build Project Manager	5
Design Manager	5
Construction Manager/Project Site Superintendent	10
Lead Process Engineer	10
<b><i>Technical Approach:</i></b>	<b>45</b>
Process design and enhancements.	10
Reliability and redundancy.	5
Project schedule.	10
Best Value Alternatives	10
Ease of Operation and Maintenance.	10
<b><i>Project Implementation Reliability:</i></b>	<b>25</b>
Project management approach.	5
Financial capability and surety information.	5
Experience with similar projects.	10
Acceptance of Agreement terms.	5
<b><i>Total Possible Points</i></b>	<b>100</b>

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](http://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** – Design Build Services for Dunbar Creek WPCF Rehabilitation

**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

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**PROGRESSIVE DESIGN-BUILD  
AGREEMENT FOR WATER AND  
WASTEWATER PROJECTS**

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# Progressive Design-Build Agreement for Water and Wastewater Projects

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This **AGREEMENT** is made as of the \_\_\_\_\_ day of October in the year of 2021, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**

Brunswick-Glynn County Joint Water and Sewer Commission  
1703 Gloucester Street  
Brunswick, Georgia 31520  
(912) 261-7100

**DESIGN-BUILDER:**

*(Name and address)*

**PROJECT:**

Progressive Design/Build Services for Dunbar Creek Water Pollution Control Facility (WPCF) Rehabilitation – JWSC Project No. 2106

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

# **Article 1**

## **General**

- 1.1 Duty to Cooperate.** Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.
- 1.2 Definitions.** Terms, words and phrases used in the Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) (“General Conditions of Contract”).
- 1.3 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

# **Article 2**

## **Design-Builder’s Services and Responsibilities**

### **2.1 General Services.**

**2.1.1** Owner shall provide Design-Builder with Owner’s Project Criteria describing Owner’s program requirements and objectives for the Project as set forth in Exhibit A. Owner’s Project Criteria shall include Owner’s use, space, price, time, site, performance, and expandability requirements. Owner’s Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for the Owner.

**2.1.2** If Owner’s Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner’s Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner’s Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder’s written evaluation of owner’s project Criteria and agree upon what revisions, if any, should be made to such criteria.

### **2.2 Phase 2 Services.**

**2.2.1** Phase 1 Services. Design-Builder shall perform the services for design, pricing, and other services for the Project based on Owner’s Project Criteria, as may be revised in accordance with Section 2.21 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 2.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on the “open-book” basis. Design-Builder’s Compensation for Phase 1 Services is set forth in Section 7.0 herein. The level of completions required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

2.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Article 2.3

**2.3 Proposal.** Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).

2.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price that may be based on a Lump Sum or Design-Builder's Fee and Cost of the Work, with an option for a GMP, which shall be the sum of:

- i. Design-Builder's Fee as defined in Section 7.4.1. hereof;
- ii. The estimated Cost of the Work as defined in Section 7.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.6.2 hereof; and
- iii. If applicable, any prices established under Section 7.1.3 hereof;

2.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement on their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed by which are no included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

2.3.1.9 If applicable, a Savings provision;

2.3.1.10 If applicable, Performance Incentives;

2.3.1.11 The time limit for acceptance of the Proposal; and

2.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

## 2.3.2 Review and Adjustment to Proposal.

2.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

2.3.2.3 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract price Adjustment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice To Proceed with Phase 2, Design-Builder shall perform the Phase 2 services, all as further described in the Contract Price Amendment, as it may be revised.

2.3.2.4 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i. Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 2.3.2.3 above;
- ii. Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 7.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or
- iii. Owner may terminate this Agreement for convenience in accordance with Article 9 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Item 2.3.2.4 ii above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof, or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 2.3.2.4 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 2.3.2.4 (iii), or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this agreement.

## **Article 3**

### **Contract Documents**

**3.1** The Contract Documents are comprised of the following:

3.1.1 All written notifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2010 Edition) (“General Conditions of Contract”);

3.1.2 The Contract Price Amendment referenced in Section 2.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 2.3 herein.

3.1.3 This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding if applicable, the Contract Price Amendment;

3.1.4 The General Conditions of Contract;

3.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract’

3.1.6 Exhibit B, Scope of Services; and

3.1.7 The following other documents, if any:

## **Article 4**

### **Interpretation and Intent**

**4.1** Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 2.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, prior to Owner’s acceptance of the Proposal.

**4.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner’s acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1 hereof. *(Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

**4.3** Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**4.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specification; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract times(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

**4.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## Article 5

### Ownership of Work Product

**5.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder to shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.

**5.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with the Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein.

**5.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following:

5.3.1. Use of the Work Product at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein, and

5.3.2. Owner agrees to pay Design-Builder the additional sum of Dollars (\$\_\_\_\_\_) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 5.2 if Owner resumes the Project through its employees, agents, or third parties.

**5.4 Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in

Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above.

**5.5 Owner's Indemnification for Use of Work Product.** Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 5, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of resulting from the use or alternation of the Work Product, to the fullest extent permitted by applicable law.

## Article 6

### Contract Time

**6.1 Date of Commencement.** The Phase 1 Services shall commence withing five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice To Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

**6.2 Substantial Completion and Final Completion.**

**6.2.1** Substantial Completion of the entire Work shall be achieved no later than \_\_\_\_\_ (\_\_\_\_\_) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

**6.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: *(Insert any interim milestones (Scheduled Interim Milestone Dates) for portions of the Work with different scheduled dates for Substantial Completion.)*

**6.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

**6.2.4** All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**6.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**6.4 Liquidated Damages.** Design-Builder understands that if Substantial Completions is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completions is not attained by \_\_\_\_\_ (\_\_\_\_\_) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. *(If a GMP is not established upon execution of this Agreement, the parties should consider setting liquidated damages after GMP negotiations.)*

*[The parties may want to consider the following supplemental language within Section 6.4 if they want to assess liquidated damages for failing to meet Final Completion. In this case, the first sentence in Section 6.2.3 should be deleted and replaced with the following language.]*

Design-Builder understands that if Final Completion is not achieved within \_\_\_\_\_ days of Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final completion is not achieved within \_\_\_\_\_, ( \_\_\_\_\_ ) days of Substantial Completion, Design-Builder shall pay to Owner \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

*[In lieu of the liquidated damages specified in Section 6.4 or the alternate provided herein, the Parties may decide that the Agreement will provide for actual damages in the event of Project delay, with Owner being cautioned that there is a waiver of consequential damages under Section 10.5.1 of the General Conditions of Contract. In this case, delete Sections 6.4 and 6.5 and insert the following.]*

6.4 Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 6. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not achieved. Owner shall be able to recover damages from Design-Builder to the extent it can demonstrate that said actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein, and are not waived by Section 10.5.1 of the General Conditions of Contract. Notwithstanding the foregoing in no event shall Design-Builder's liability for actual damages for delays exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ).

6.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Substantial Completion, Interim Milestone Dates (if any) or Final Completion.

*[The parties may also desire to cap the liquidated damages payable under this Agreement, in which case the following language should be included at the end of Section 6.5.]*

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ).

**6.6. Early Completion Bonus.** If Substantial Completion is attained on or before \_\_\_\_\_ ( \_\_\_\_\_ ) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 8.4 hereof an early completion bonus of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) for each day that Substantial Completion is attained earlier than the Bonus Date. *(If a GMP is not established upon execution of this Agreement, the parties should consider setting the early completion bonus after GMP negotiations. If an early completion bonus is applicable to any dates set forth in Section 6.2.2 or 6.2.3 hereof, this Section 6.6 will need to be modified accordingly.)*

*[The parties may also desire to cap the early completion bonus payable under Section 6.6 in which case the following language should be included.]*

Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ).

*[The parties may also desire to modify Article 8.2.2 of the General Conditions of Contract relative to compensability of delays that would cause the Contract Time (s) to be extended. In such case, the following option can be used.]*

In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract price for these events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract price providing that: (i) said events must exceed \_\_\_\_\_ cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to:

\$ \_\_\_\_\_ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

*or*

the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event.

## **Article 7**

### **Contract Price**

#### **7.1 Contract Price.**

**7.1.1** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

**7.1.2** For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 7 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump sum amount set forth in Section 7.2 thereof or in the Contract Price Amendment, or equal to the Design-Builder's fee (as defined in Section 7.4 thereof) plus the Cost of the Work (as defined in Section 7.5 hereof), subject to any GMP established in Section 7.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

**7.1.3** For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited services.)*

**7.2 Lump Sum.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of the Contract. Unless otherwise provided in the Contract Documents, the Contract

Price is deemed to include all sales, use, consumer and other taxes mandated by Applicable Legal Requirements.

**7.3 Markups for Charges.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Section 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes.

7.3.1. For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of \_\_\_\_\_ percent (\_\_\_\_\_% ) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit \_\_\_\_\_ hereto.

7.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

*[Check one box only]*

No additional reduction to account for Design-Builder's fee or any other markup.

An amount equal to the sum of: (a) \_\_\_\_\_ percent (\_\_\_\_\_% ) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth at Exhibit \_\_\_\_ hereto applied to the direct costs of the net reduction.

**7.4 Design-Builder's Fee.**

**6.2.1** Design-Builder's Fee shall be:

*(Choose one of the following:)*

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as adjusted in accordance with Section 7.4.2 below.

Or

\_\_\_\_\_ percent ( \_\_\_\_% ) of the Cost of the Work, as adjusted in accordance with Section 7.4.2 below.

**7.4.2** Design-Builder's Fee will be adjusted as follows for any changes in the Work:

**7.4.2.1** For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of \_\_\_\_\_ percent (\_\_\_\_%) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in Exhibit \_\_\_\_\_ hereto.

**7.4.2.2** For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

*[Check one box only]*

No additional reduction to account for Design-Builder's Fee or any other markup.

or

an amount equal to the sum of \_\_\_\_\_ percent (\_\_\_\_%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth in Exhibit \_\_\_\_\_ hereto applied to the direct costs of the net reduction.

## 7.5 Cost of the Work.

**7.5.1** The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

**7.5.1.1** Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

**7.5.1.2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

**7.5.1.3** Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit \_\_\_\_ and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a \_\_\_\_\_ percent (\_\_\_\_%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

**7.5.1.4** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.1.3 hereof.

*[In lieu of the language in Section 7.5.1.4 above, Design-Builder and Owner may want to include the following language:]*

A multiplier of \_\_\_\_\_ percent (\_\_\_\_\_%) shall be applied to the wages and salaries of the employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.3.3 hereof.

**7.5.1.5** The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

**7.5.1.6** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

**7.5.1.7** Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design

Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

**7.5.1.8** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

**7.5.1.9** Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

**7.5.1.10** **Costs** of removal of debris and waste from the Site.

**7.5.1.11** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

**7.5.1.12** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

**7.5.1.13** Premiums for insurance and bonds required by this Agreement or the performance of the Work.

**7.5.1.14** All fuel and utility costs incurred in the performance of the Work.

**7.5.1.15** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

**7.5.1.16** Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

**7.5.1.17** Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

**7.5.1.18** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

**7.5.1.19** Deposits which are lost, except to the extent caused by Design-Builder's negligence.

**7.5.1.20** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

**7.5.1.21** Accounting and data processing costs related to the Work.

**7.5.1.22** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

*[Design-Builder and owner may want to consider adding the following Section 7.5.1.23 to address the payment of warranty work:]*

7.5.1.23 Owner and Design-Builder agree that an escrow account in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain in the GMP, Owner shall be obligated to pay Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.

**7.5.2** The following shall be excluded from the Cost of the Work:

**7.5.2.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3 hereof.

**7.5.2.2** Overhead and general expenses, except as provided for in Section 7.5.1 hereof, or which may be recoverable for changes to the Work.

**7.5.2.3** The cost of Design-Builder's capital used in the performance of the Work.

**7.5.2.4** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

*(The parties shall comply with the following Section 7.6 based upon whether the GMP is agreed upon before the execution of this Agreement or will be developed and agreed upon after execution of this Agreement. If the parties do not use a GMP, this Section 7.5 shall be deemed inapplicable and compensation to Design-Builder shall be based on those fees and costs identified in the balance of this Article 7.)*

**7.6 The Guaranteed Maximum Price ("GMP").**

**7.6.1** Design-Builder guarantees that it shall not exceed the GMP of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. *(While the Contract Price Amendment will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 2.3 above, to ensure that the basis of the GMP is well understood.)*

*[In lieu of the language in Section 7.6.1 above, Design-Builder and Owner may want to include the following language]*

Design-Builder guarantees that it shall not exceed the GMP of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Documents used as basis for the GMP shall be identified as an exhibit to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line

item for its general project management and general conditions costs, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and as set forth in the Contract Price Amendment (“General Conditions Cap”). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said general conditions line item and the GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth in Section 7.3 herein.

**6.6.1.2** The GMP includes a Contingency in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is available for Design-Builder’s exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

**7.6.3 Savings.**

**7.6.3.1** If the sum of the actual Cost of the Work and Design-Builder’s Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference (“Savings”) shall be shared as follows:

*(Choose one of the following:)*

\_\_\_\_\_ percent ( \_\_\_\_\_ %) to Design-Builder and  
 \_\_\_\_\_ percent ( \_\_\_\_\_ %) to Owner.

**Or**

The first \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) of Savings shall be provided to (choose either Design-Builder or Owner) \_\_\_\_\_, with the balance of Savings, if any, shared \_\_\_\_\_ percent ( \_\_\_\_\_ %) to Design-Builder and \_\_\_\_\_ percent ( \_\_\_\_\_ %) to Owner.

**7.6.3.2** Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

## **7.7 Allowance Items and Allowance Values.**

**7.7.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment of the Proposal.

**7.7.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

**7.7.3** No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract time(s) and Contract Price.

**7.7.4** The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

*[Alternatively, the parties may want to delete Section 7.7.4 and add the following provision]*

In the event the actual direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance item is \_\_\_\_\_ percent (\_\_\_\_%) greater than or less than the Allowance Value, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be determined in accordance with Section 7.4.

**7.7.5** Whenever the actual costs for an Allowance Item is more than or less than the state Allowance Value, the Contract Price shall be adjusted accordingly by Change order, subject to section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

## **7.8 Performance Incentives**

**7.8.1** Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit \_\_\_\_\_.

*[The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction and similar items.]*

## Article 8

### Procedure for Payment

**8.1 Payment for Preliminary Services.** Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: *(insert terms.)*

**8.2 Contract Price Progress Payments.**

**8.2.1** Design-Builder shall submit to Owner on the \_\_\_\_\_ (\_\_\_\_\_) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

**8.2.2** Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

**8.2.3** If Design-Builder's Fee under Section 7.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

**8.3 Retainage on Progress Payments.**

**8.3.1** Owner will retain \_\_\_\_\_ percent (\_\_\_\_%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

*[Design-Builder and Owner may want to consider substituting the following retainage provision.]*

Owner will retain \_\_\_\_\_ percent (\_\_\_\_%) of the cost of Work, exclusive of General Conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

*[If Owner and Design-Builder have established a warranty reserve pursuant to Section 7.5.1.23 above, the following provision should be included.]*

If a warranty reserve has been established pursuant to Section 7.5.1.23 above, Owner shall at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 7.5.1.23 above.

**8.4 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the

parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**8.5 Interest.** Payments due and unpaid by Owner to Design-Builder whether, progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of percent (5) per month until paid.

**8.6 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

## Article 9

### Termination for Convenience

**9.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**9.1.1** All services performed and Work executed and for proven loss, cost or expense in connection with the services and Work;

**9.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

**9.1.3** *(Choose one of the following:)*

The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

*Or*

Overhead and profit in the amount of \_\_\_\_\_ percent ( \_\_\_\_ %) on the sum of items 9.1.1 and 9.1.2 above.

**9.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

**9.2.1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid \_\_\_ percent (\_\_\_\_%) of the remaining balance of the Contract Price,

provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

**9.2.2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid \_\_\_\_\_ percent (\_\_\_%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

**9.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 5.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

*[The following Article 10 should only be used if Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]*

## **Article 10**

### **Representatives of the Parties**

#### **10.1 Owner's Representatives.**

**10.1.1** Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

*(Identify individual's name, title, address, and telephone numbers.)*

**10.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

*(Identify individual's name, title, address, and telephone numbers.)*

#### **10.2 Design-Builder's Representatives.**

**10.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

*(Identify individual's name, title, address, and telephone numbers.)*

**10.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

*(Identify individual's name, title, address, and telephone numbers.)*

## Article 11

### Bonds and Insurance

**11.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

**11.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

**Performance Bond.**

*(Check one box only. If no box is checked, then no bond is required.)*

Required

Not Required

**Payment Bond.**

*(Check one box only. If no box is checked, then no bond is required.)*

Required

Not Required

**Other Performance Security.**

*(Check one box only. If no box is checked, then other performance security is required. If the "Required" box is checked identify below the specific performance security that is being required and all salient commercial terms associated with that security.)*

Required

Not Required

## Article 12

### Other Provisions

**12.1 Other provisions if any, are as follows: (Insert any additional Provision.)**

**12.2 Listing of Exhibits and documents incorporated herein:**

**Exhibit A – Owner’s Project Criteria**

**Exhibit B – Scope of Services**

**DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition) (“General Conditions of Contract”)**

**Contract Price Amendment, if any.**

*[Section 2.3.1 of the General Conditions of Contract sets forth a traditional negligence standard as it relates to the Design-Builder's performance of design professional services. If the Basis of Design Documents identify specific performance standards that can be objectively measured, the parties by including the following language agree that the Design-Builder is obligated to achieve such standards.]*

Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.

*[In lieu of Section 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative disputes proceeding clause.]*

Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

## **Article 13**

### **Limitation of Liability**

**13.1 Limitation.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed \_\_\_\_\_ percent ( \_\_\_ %) of the Contract Price. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

**DESIGN-BUILDER:**

\_\_\_\_\_  
*(Name of Owner)*

\_\_\_\_\_  
*(Name of Design-Builder)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

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

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

Attachment C

Cost Model Guidelines

# Cost Model Guidelines for Progressive Design/Build Services for the Dunbar Creek WPCF Rehabilitation – Project No. 2106

## 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 process unit. The process unit 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 Joint Water and Sewer Commission - Progressive Design/Build Services for the Dunbar Creek WPCF Rehabilitation – Project no. 2106

Cost Element	RPRO	30% Design	70% Design
<b>Direct Costs</b>			
Construction Costs			
Allowances			
<i>Subtotal Direct Costs (A)</i>			
<b>Contingencies</b>			
Escalation			
Design/Builder Risks			
Scope Gap/Exclusions			
<i>Subtotal Contingency (B)</i>			
<b>Indirect Costs</b>			
General Conditions Payment			
Start-up, Commissioning, & Acceptance Testing			
Insurance			
Bonds			
Sales Tax			
<i>Subtotal Other Indirect Costs (C)</i>			
<b>Design/Builder Fee (D)</b>			
<b>Phase One Professional Services</b>			
Study and Technical Exhibits			
Other Professional Services During Preliminary Design			
<i>Subtotal Phase One Professional Services (E)</i>			
<b>Phase Two Professional Services</b>			
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 Joint Water and Sewer Commission - Progressive Design/Build Services for the Dunbar Creek WPCF Rehabilitation – Project no. 2106

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

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 treatment process. 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 Dunbar Creek WPCF Rehabilitation – Project No. 2106

### Description

The Dunbar Creek Water Pollution Control Facility (WPCF) is a NPDES-permitted 4.0 million gallon per day (MGD) wastewater treatment facility located at 601 Palmetto Street, St. Simons Island, Georgia. The Project Scope should include:

- Separation of RAS Lines into Individual Aeration Basins to Improve Individual Control
- Review of Existing Aeration System and Needed Improvements to Increase Treatment Capacity to 5 MGD
- Dissolved Oxygen Control Loop to Automate Blower Controls for AB1 and AB2
- Installation of UV System in Existing Post-Aeration Basin to Increase Treatment Capacity to 5 MGD
- Installation of Filtration Equipment in Existing Post-Aeration Basin to Increase Treatment Capacity to 5 MGD
- Odor Control Improvements for Influent Headworks
- Internal Plant Reuse Water System and In-Plant Distribution System
- Examination of Existing Clarifiers and Possible New Clarifier to Increase Treatment Capacity to 5 MGD – **Alternate 1**
- Roadway Improvements to Reroute Plant Entrance from Existing Location to Current Secondary Entrance from Sea Island Road – **Alternate 2**

## 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 Dunbar Creek WPCF to fulfill provided scope of work.
- Permitting.
- Equipment Procurement Services
- Construction oversight.

### **Construction:**

- Construction management.
- Construction of the 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 acceptance testing.
- 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](http://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	1992 Plant Record Drawings	GBT	pdf
2	2006 Plant Record Drawings	HGB	pdf
3	2017 Plant Evaluation	Constantine	pdf
4	Potential UV System Scope of Supply	Trojan	pdf
5	Potential Aeration System Scope of Supply	Aqua Aerobics	pdf
6	Cloth Media Filter Process Design Report	Aqua Aerobics	pdf
7	Potential Filter Retrofit Drawings	Aqua Aerobics	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]*

# Preliminary Cost Estimate

Item	Engineering	Construction	Total
RAS Improvements			
Aeration Improvements			
D.O. Control Loop			
UV Disinfection			
Tertiary Filtration			
Odor Control			
Internal Reuse System			
Base Estimate			
Contingencies			
Alternate 1 –Final Clarifier			
Alternate 2 – Roadway			
Total w/ Alternates			

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:

**PROGRESSIVE DESIGN-BUILD SERVICES FOR DUNBAR CREEK WPCF REHABILITATION PROJECT NO. 2106**

**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 \_\_\_\_\_, 2021.

**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 **PROGRESSIVE DESIGN BUILD SERVICES FOR DUNBAR CREEK WPCF REHABILITATION** as more fully **BGJWSC PROJECT NO. 2106** 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 \_\_\_\_\_, 2021, 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 **PROGRESSIVE DESIGN BUILD SERVICES FOR DUNBAR CREEK WPCF – GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO. 2106,**

**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 \_\_\_\_\_, 2021, 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 **PROGRESSIVE DESIGN BUILD SERVICES FOR DUNBAR CREEK WPCF REHABILITATION GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO. 2106**

**CONTRACTOR**

**Company:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

(SEAL)

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**PROGRESSIVE DESIGN BUILD SERVICES FOR DUNBAR CREEK WPCF REHABILITATION  
PROJECT NO. 2106**

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 \_\_\_\_\_ 2021.

Name of Party: \_\_\_\_\_

Corporate or Partnership Name: \_\_\_\_\_

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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 \_\_\_\_\_, 2021.

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 \_\_\_\_\_, 2021.

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 is 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

# REPRESENTATION

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE:

**EEO Plan:** The successful Bidder will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

**EEO For Veterans/Handicapped:** The successful Bidder will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

**EEO For Successful Bidder Programs:** The successful Bidder, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Bidder-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

**EEO Acquisitions:** The successful Bidder will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

a. Does the Bidder have the above EEO policy in place?

Yes                       No

b. If the answer to a. above is no, will the Bidder have such a policy in place for the project?

Yes                       No

**Statement of Assurance:** The Bidder herein assures the JWSC that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, disability, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with A.D.A.

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

# 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	[ ]	[ ]	i. False/misleading advertising	[ ]	[ ]
c. Tax Evasion	[ ]	[ ]	j. Perjury	[ ]	[ ]
d. Bribery	[ ]	[ ]	k. Conspiracy to commit any of the Foregoing offenses	[ ]	[ ]
e. Extortion	[ ]	[ ]			
f. Jury Tampering	[ ]	[ ]			
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:

***BGWSC 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:

<b>SCHEDULE</b>	<b>AMOUNT</b>
<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 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 Products- \$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> <b>(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability and Automobile Liability)</b>	\$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.

Attachment R

Acknowledgement of Addenda

# REQUEST FOR PROPOSAL

## Progressive Design/Build Services for Dunbar Creek WPCF Rehabilitation – Project No. 2106

All applicants under this Request For Proposal are kindly requested to acknowledge receipt of this Addendum in original only.

### ACKNOWLEDGEMENT OF ADDENDA

ADDENDUMS: \_\_\_\_\_ through \_\_\_\_\_

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

The above Addendum is hereby acknowledged:

\_\_\_\_\_  
(NAME OF BIDDER)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Attachment S

Submittal Checklist

# ATTACHMENTS

## RFP Submittal Checklist

### Introductory Information

- Table of Contents
- Transmittal Letter
- RFP Submittal Checklist

### Part 1 - Project Approach

- Narrative of Project Approach
- Critical Path Milestone Schedule

### Part 2 - Management Organization

- 1. Entity Members, Processes and Responsibilities
- 2. Organization Chart
- 3. Personnel Experience (Detailed Resumes)

### Part 3 - Experience

- 1. Relevant General Experience
- 2. Relevant Project Experience (3 projects)
- 3. Safety
- 4. Personnel Experience

### Part 4 - Price Proposal

- Discussion of Price Proposal
- Attachment E - Price Proposal (Submitted in Separate Sealed Envelope)

### Part 5 - General and Additional Information

- 5.a. Financial Information
- 5.b.1 Bid Bond (Attachment F)
- 5.b.2 Acknowledgement of Addenda (Attachment R)
- 5.b.3 Discussion of Agreement Terms and Conditions
- 5.c.1 Submit Copies of Relevant Licensure
- 5.c.2 Letter from Surety Verifying Adequate Bonding Capacity
- 5.c.3 Insurance Certificates
- 5.c.4 Completed Forms in Attachments I through R

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

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