Brunswick-Glynn County
Water and Sewer Commission

RFP No. 27-002
Progressive Design-Build Services
North Mainland Water Pollution Control Facility
Construction and Commissioning

Friday, September 25, 2026

MANDATORY Pre-bid teleconference Wednesday, October 14th, 2026, at 10:00 a.m. local time
Complete Registration no later than Tuesday, October 13, 2026, 3:00 p.m. local time

First Deadline for questions Tuesday, October 13, 2026, no later than 3:00 p.m. local time
Final Deadline for questions Monday, October 19, 2026, no later than 5:00 p.m. local time
Questions must be directed in writing (via e-mail) to the
Purchasing Director, Pamela Drury-Crosby, email- pcrosby@bgjwsc.org

Bid Responses Due by:

Thursday, October 29, 2026, at 12:00 NOON, local time, to:

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

Bids should be clearly labeled as follows:
"RFP No. 27-002
Progressive Design-Build Services for North Mainland Water Pollution Control Facility
Construction and Commissioning"

Submit responses in hard copy only; electronic or fax responses will not be accepted.
Responses received after the deadline or at any other locations will not be accepted.

FOR COMPLETE DETAILS OF THIS SOLICITATION,
please visit the Commission website, utilizing the following link:
http://www.bgjwsc.org/departments/procurement/

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Section 1. Background

1.1 Introduction

This Request for Proposals (RFP) for progressive design-build services for the design, construction, and commissioning of the North Mainland Water Pollution Control Facility ("Project") is issued by the Brunswick-Glynn Joint Water and Sewer Commission ("Owner") to invite the submittal of Proposals according to the requirements set forth in this RFP.

To meet its future wastewater treatment needs, the Owner plans to add a new water pollution control facility (North Mainland WPCF) on undeveloped property near Exit 42 along Interstate 95 in Glynn County, Georgia to provide additional treatment capacity to meet current and future system demands.

Due to rapid residential growth in the area and the potential for industrial development in the proposed sewershed, the selected Design-Builder will be required to plan for future expansions and include key infrastructure in the design and construction of the new WPCF to allow future treatment capacity to be easily added.

The Project will meet the Owner's objectives of ensuring adequate treatment capacity and complying with regulations and water quality goals. Potential project components include: construction of a new WPCF on the Owner's property, offsite effluent discharge piping extension to the receiving water, extension of approximately 2,000 linear feet of gravity sewer to the proposed plant site, and connection of existing upstream force mains to the gravity sewer system that feeds the plant site.

The Project will include the planning, evaluation, design, construction, commissioning, and startup necessary to place the Project in full operation according to contract requirements. The Project is to be designed and constructed using the progressive design-build delivery method, as follows:

- Phase 1A Services: Prepare an Initial Design Report to represent approximately 15 percent complete design, including performing all Existing Site and Facilities Conditions Review and Verification and Pilot Testing, as described in Exhibit C (Scope of Design-Builder Services) of the Agreement, and prepare a Phase 1B Proposal for consideration by Owner;
- Phase 1B Services: Prepare design to 60-percent complete, as described in Exhibit C of the Agreement, and prepare a Phase 2 Proposal including a Guaranteed Maximum Price (GMP), or lump sum price proposal if requested by the Owner, for consideration by the Owner; and
- Phase 2 Services: Complete design, construction, and post-construction tasks, including performance testing (as required), startup commissioning, and operator training and support.
- Early Works Proposals, to perform portions of the Work, including procurement of any equipment or materials, earlier than execution of the Phase 2 Contract Price Amendment.

The Proposals will be reviewed and evaluated using the selection process described in Section 6 (Proposal Evaluation and Selection). 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).

At completion of the evaluation process described herein, the Owner will select a Proposer to award the Progressive Design-Build Agreement (see Attachment B – Progressive Design-Build Agreement) ("Agreement"). The award of the Agreement will be made by the Owner's Board of Directors (Board) after considering the recommendation by the Owner's staff.

This RFP is subject to revision after the date of issuance via written addenda. Any such addendum will be posted on the Owner's website and will be distributed directly to potential Proposers who have registered with the Owner as described herein. It is each Proposer's responsibility to obtain all RFP addenda prior to submitting a 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, including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any site tours, demonstrations, or presentations. Notwithstanding anything herein to the contrary, the Owner assumes no obligation by issuing this RFP or any Attachments.

1.2 RFP Organization

This RFP consists of seven Sections and six 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: Progressive Design-Build Agreement
- Attachment C: Forms for Affirmation of Compliance
- Attachment D: Form of Bid Bond
- Attachment E: Fee and Rate Proposal Form
- Attachment F: Proposal Submission Package Label

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

Certain project background documents are being made available as Exhibit A of the Agreement (Project Planning Documents). 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 selected Design-Builder may rely on such background documents is set forth in the Agreement.

1.3 Owner's Objectives

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

1. Construct infrastructure to meet capacity goals outlined in Exhibit A – Project Planning Document
2. Construct infrastructure to meet and/or effluent water quality requirements.

3. Design new facilities to meet all environmental regulations and achieve the Owner's other water quality goals.

4. Develop a design for the Project with a total final Project Budget of less than $45 million, which includes all BGJWSC's project costs in addition to the cost of the Design-Builder's scope.

5. Meet funding requirements of all grants and loans that will be used for the Project.

6. Provide high-quality new facilities and equipment that will be sustainable and will operate reliably under the design standards outlined in Exhibit B of the Agreement (Project Technical Requirements) and those standards developed during the design.

7. Minimize life cycle costs.

8. Achieve the scheduled completion to meet all milestones based on durations as established in the Agreement for the design and construction of the Project.

9. Achieve an optimal balance of risk allocation between the Owner and the Design-Builder.

10. Implement an effective safety program incorporating best industry practices. Maintain a safe working environment for Consultants, Contractors, BGJWSC staff, and visitors during design and construction.

11. Provide new facilities that are easy to operate and maintain.

12. Minimize impact on operations and maintenance of existing facilities during construction.

By selecting the progressive design-build delivery method for the Project, the Owner is committed to working in close collaboration with the selected Design-Builder during the preconstruction phases 1A and 1B to develop the Project's design to achieve the Project objectives and, thereafter, to obtain a mutually agreeable GMP or, if requested by Owner, a lump-sum price for delivery of the Project. As set forth in Exhibit A of the Agreement (Project Planning Document) and Exhibit B of the Agreement (Project Technical Requirements), certain technical requirements and standards will apply to the Project's design.

Section 2. Project Overview

2.1 Project Scope

The Project scope, design standards, and performance requirements are described in more detail in several Exhibits to the Agreement (Exhibit A – Project Planning Document, Exhibit B – Project Technical Requirements, and Exhibit C – Scope of Design-Builder Services).

2.2 Project Budget and Funding

Funding for Preconstruction services for this project have been allocated by the Owner. As the project progresses through the Phases, Owner will be issuing debt to facilitate construction of the Project. Debt will be issued sufficient to complete the project with an expected maximum budget of $45,000,000. It is expected that significant consideration will be given during the progressive design-build process to lower construction costs and therefore debt requirements to the benefit of the ratepayers of the BGJWSC. Depending on rates and restrictions at the time of debt issuance, the project may be funded by a combination of GEFA funding and bonds as necessary to successfully complete the project. Such budget includes Owner's other Project costs that are not part of Exhibit C – Scope of Design-Builder Services, including but not limited to professional advisory services, property or access rights, certain governmental approvals, taxes, etc.

At each phase of the Project, the selected Design-Builder will comply with all applicable state and federal requirements imposed by each funding source. The selected Design-Builder will perform the Work to ensure that the maximum amount of the Owner's costs are eligible for reimbursement from or funded by the funding sources identified in this Section 2.2. The selected Design-Builder will develop and present a plan to the Owner to identify applicable requirements and demonstrate compliance with such requirements. Without limitation, the following requirements apply to the following funding sources:

2.2.1 Clean Water State Revolving Fund

At this time, the Owner expects to apply for a portion of the project funding as a CWSRF Loan for construction costs associated with the Project. Without limitation, the following requirements will apply to funds received from the CWSRF Loan:

- Georgia Department of Natural Resources, Environmental Protection Division's State Environmental Review Projects, dated January 2004, or as may be amended or replaced;
- GEFA Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts, dated December 7, 2022, or as may be amended or replaced;
- GEFA's American Iron and Steel Special Conditions and Information, dated April 11, 2014, or as may be amended or replaced; and
- GEFA's Build America, Buy America Act Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts, as may be amended or replaced.

In addition to the foregoing, the selected Design-Builder must comply with all other requirements set forth in Exhibit D of the Agreement.

2.3 Project Schedule

As indicated in Section 4, it is anticipated that the Agreement will be awarded at the December 2026 BGJWSC Board of Commissioners meeting, with execution of the Agreement and a Notice to Proceed with Phase 1A Services to be issued shortly thereafter. Contract Times for completion of Phase 1B and Phase 2 will commence to run upon issuance of the Notice to Proceed with Phase 1B Services and Notice to Proceed with Phase 2 Services, respectively. To maintain sufficient sewer capacity for anticipate community growth and the amount of preliminary engineering currently completed by Owner, the Contract Times will be as follows:

- Completion of Phase 1A Services – 6 months after Notice to Proceed with Phase 1A Services
- Completion of Phase 1B Services – 12 months after Notice to Proceed with Phase 1B Services (number of days to be submitted as part of the Phase 1B Proposal)
- Substantial Completion of Phase 2 Services – 24 months after Notice to Proceed with Phase 2 Services
- Final Completion of Phase 2 Services – 27 months after Notice to Proceed with Phase 2 Services

Section 3. Progressive Design-Build Services

3.1 General

As noted in Section 1 and more fully described in Attachment B (Progressive Design-Build Agreement and its Exhibits), the selected Design-Builder will provide services in three distinct phases, as follows:

3.1.1 Phase 1A

Phase 1A Services generally consist of alternatives analysis and preliminary engineering, site investigations, as well as preparation, in close collaboration with the Owner, of a proposed price and schedule for Phase 1B Services. The proposed Phase 1B price and schedule would be based on the Project's design (developed to a 15-percent level of completion as defined in the Agreement) and the Owner's Project schedule, and it would include supporting documentation for the proposed Phase 1B Contract Price.

Phase 1A Services are set forth in the Agreement and, without limitation, include the following:

- Develop the execution plan, including schedule for the Project.
- Perform engineering studies and site investigations (such as surveys, subsurface investigations, any testing and analyses, etc.) to support design and cost estimating.
- Produce initial design reports.
- Prepare a project cost model and provide detailed cost estimates as the design and design alternatives are advanced.
- Identify and perform activities required to meet funding requirements.
- Identify permitting requirements and initiate certain permitting activities.

3.1.2 Phase 1B

Phase 1B Services generally consist of the design development, as well as preparation, in close collaboration with the Owner, of a proposed price and schedule for Phase 2 Services. The estimated Phase 2 Contract Price and schedule would be based on the Project's design (developed to a 60-percent level of completion as defined in the Agreement), a proposed GMP or lump-sum price, and the Owner's Project schedule, and it would include supporting documentation, such as detailed open-book costing for the estimated Phase 2 Contract Price and proposed GMP or lump-sum price.

Phase 1B Services will be as established by the Phase 1B Contract Price Amendment, and may include the following:

- Update the Project schedule.
- Develop the engineering design (including preparing and submitting intermediate design review packages) and value-engineering activities in coordination with Owner.

- Maintain and update the project cost model and provide detailed cost estimates as the design and design alternatives are advanced.
- Submit and negotiate a GMP or, if directed by Owner, a lump-sum price to complete the construction services during Phase 2.
- Perform activities required to meet funding requirements.
- Update Project permitting requirements and perform certain permitting activities.

3.1.3 Phase 2

Phase 2 Services will be as established by the Phase 2 Contract Price Amendment, and will include, without limitation, the Project's final design, construction, and performance testing, along with the following:

- Complete the 100-percent design.
- Procure equipment and hire subcontractors.
- Secure necessary permits.
- Construct the Project.
- Conduct start-up testing and commissioning,
- Provide operator training.
- Provide warranty coverage.

3.2 Roles and Responsibilities

The roles and responsibilities of the Owner and the selected Design-Builder are more fully described in the Agreement. Such roles and responsibilities are summarized as follows:

Owner: The Owner will cooperate with the selected Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder's timely and efficient performance of 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, preliminary studies, environmental impact assessments, etc.
- Provide information and provide additional studies that may be necessary to complete the Project (or engage Design-Builder to perform such studies via an Amendment to the Agreement).
- Provide access to the Project Site and any necessary easements.
- Obtain certain governmental approvals and permits and assist Design-Builder in obtaining other governmental approvals and permits.
- Provide necessary data and input for Project start-up testing.

Design-Builder: The selected Design-Builder will cooperate and coordinate with the Owner and will provide, in a timely manner, Phase 1A Services, Phase 1B Services, and Phase 2 Services necessary to complete the Project scope specified in the Agreement. Design-Builder responsibilities include, but are not limited to:

- Develop a thorough understanding of the Owner's objectives and requirements.
- Prepare design and construction documents in conformity with the Owner's objectives and requirements.
- Supervise subcontractors and Design-Builder personnel.
- Obtain certain governmental approvals and permits and assist Owner in obtaining other governmental approvals and permits.
- Construct the Project in conformance with the Agreement.
- Maintain site security.
- Conduct performance testing.
- Implement quality-management procedures.
- Implement health and safety practices.

Section 4. Procurement Process

4.1 Acknowledgement of RFP

Each potential Proposer will provide the Owner, no later than 3:00 p.m. on Tuesday, October 13, 2026, with an acknowledgement that it has received the RFP and is a potential Proposer. Such acknowledgement shall identify and provide full contact information (including email address) for the Proposer Contact, who shall be the Proposer's single point of contact for the receipt of any future documents, notices, and addenda associated with this RFP. Such acknowledgement must be electronically transmitted to the Owner Contact via the email address provided in Section 4.2. Acknowledgement of the RFP does not create an obligation by a potential Proposer to submit a proposal, but failure to acknowledge may result in the potential Proposer not receiving updated information and not being able to submit a proposal.

4.2 Communications and Owner Contact

All communications, questions, or comments shall be submitted by email and shall specifically reference this RFP. All communication should be directed to the Owner Contact at the following email address: pcrosby@bgjwsc.org. Two (2) question deadlines are being provided for questions to support Solicitation process efficiency. Those deadlines are contained in Section 4.3 of this document.

Any oral communication from the Owner Contact or other individuals is non-binding. Except for the formal meetings and interactions described in this RFP, no in-person, telephone, email, messaging, or other contact by a Proposer with Owner's staff, Owner's Board members, or any of Owner's representatives or public officials concerning the Project during the procurement process is allowed. A violation of this provision may result in disqualification of Proposer.

Note that any questions submitted to Owner about this RFP will be answered so that all Proposers will receive the question and answer, without a reference to the name of the submitting Proposer. Proposers who submit questions must draft the questions so as not to unintentionally identify themselves.

4.3 Procurement Schedule

All times in the Procurement Schedule are local times. The Owner reserves the right to adjust this schedule. The current procurement schedule is as follows:

Milestone	**Deadline**
Release of the RFP	Friday, September 25, 2026
Registration for Mandatory Pre-Proposal Meeting	3:00 p.m. local time, Tuesday, October 13, 2026
First Deadline for Questions	3:00 p.m. local time, Tuesday, October 13, 2026
Mandatory Pre-Proposal Meeting	10:00 a.m. local time, Wednesday, October 14, 2026
Final Deadline for Questions and Comments	5:00 p.m. local time, Monday, October 19, 2026
Final Addendum Issued	No later than 5:00 p.m. local time, Friday, October 23, 2026
Proposal Submission Deadline and Proposal Opening	12:00 NOON local time, Thursday, October 29, 2026
Proposer Interviews as assigned by Owner	Friday, November 13 – Monday, November 23, 2026
Recommended Design-Builder Selection to Owner's Board of Directors for Consideration of Approval	2:00 p.m. local time, Thursday, December 17, 2026
Kick-off and Notice to Proceed for Phase 1A Services	January 2027
Phase 1A Services Completion	No later than August 1, 2027

4.4 Pre-Proposal Meeting and No Site Visit

The Owner will conduct a Pre-Proposal Meeting for Proposers interested in responding to this RFP. Attendance at this meeting is mandatory; Owner reserves the right to disqualify a non-participating Proposer. The meeting will be held via Microsoft Teams on **Wednesday, October 14, 2026, at 10:00 a.m., local time**. At this meeting, the Owner will offer information about the Project and the procurement process. The link for this **virtual meeting** invitation is contained in the legal advertisement for the RFP. The legal advertisement may be viewed on the Owner's website at:

https://www.bgjwsc.org/departments/procurement/

Prospective Proposers shall register with the Owner via email no later than **3:00 p.m., local time, on Tuesday, October 13, 2026**. Proposers will be limited to 6 Participants. A list of proposed attendees shall be submitted with the virtual meeting registration. No site visit is scheduled for this solicitation.

4.5 Proposer Interviews

The Owner may elect to conduct an interview with each Proposer according to the Procurement Schedule shown in Section 4.3 and may be adjusted if necessary. This activity is not intended to be a presentation or sales pitch by the Proposal team but rather an opportunity for Owner to seek clarification on submission details. The tentative interview dates will be between Friday, November 13, 2026 and Monday, November 23, 2026. Interview procedures and a final interview schedule will be issued to Proposers at a later date.

Section 5. Proposal Submission Requirements

5.1 Submittal Place and Deadline

Proposals must be submitted to:

BGJWSC
Attention: Procurement Division
1703 Gloucester Street
Brunswick, Georgia 31520

Proposals must be received by the Owner no later than **12:00 NOON, local time, Thursday, October 29, 2026,** unless a postponement is authorized and announced in writing by the Owner. Only the names of the proposing firms will be read aloud immediately after the submittal deadline via a virtual meeting link that is contained in the legal advertisement for this RFP. All other information will remain confidential until after award of the Agreement. (See Section 7.4 concerning proprietary information and confidentiality).

Ten (10) paper documents (one (1) original with original signatures and nine (9) identical copies) of the Proposal, as well as one electronic version on a USB flash drive in PDF format (one single electronic file with each section of the proposal bookmarked), must be provided with the Proposal. One paper copy of the completed Fee and Rate Proposal Form (form is attached to this RFP as Attachment E) and its attachments, clearly labeled as "Fee and Rate Proposal," must be included in the package in a separate, sealed envelope and should not be included on the USB flash drive with the PDF copy of the Proposal.

Proposal items must be submitted in a sealed package. Each sealed package containing the Proposal items must be plainly marked on the outside as follows:

Proposal for
RFP No. 27-002 NORTH MAINLAND WPCF CONSTRUCTION AND COMMISSIONING

The package should bear on the outside the name and street address of the Proposer.

Each Proposer assumes full responsibility for timely delivery of its Proposal at the required location. Any Proposals received after the submittal deadline will be deemed non-responsive.

The Owner may reject any or all Proposals. Any Proposal may be withdrawn by the Proposer prior to the above-scheduled time for submission of Proposals or authorized postponement thereof. The Proposal must be signed by an individual authorized to bind the Proposer. The Proposal shall contain a statement that the Proposal will remain valid for a period of at least one hundred twenty (120) days from the proposal opening. A proposal may be withdrawn in accordance with the provisions of O.C.G.A. § 36-91-
52. If the Owner is unable to award the Agreement within the time specified, the time may be extended by mutual agreement between the Owner and the Proposer.

In accordance with the provisions of O.C.G.A. § 36-91-21(c)(2), the Owner reserves the right, in its discretion, to offer all responsible Proposers, found by the Owner to have submitted proposals reasonably susceptible of being selected for award, an opportunity for discussion, negotiation, and revision, which shall occur after submission of Proposals but prior to any award.

5.2 Submission Format

The Proposal must not exceed fifty (50) total, single-sided pages (most or all 8½ x 11 inches with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, fee and rate proposal, and appendices. A maximum of ten (10) of the total pages may be single-sided 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal Parts 1 – 6. Font smaller than eleven-point can be used on graphics, charts, tables, and photo/figure captions.

5.3 Submission Content

The content requirements set forth in this RFP represent the minimum content requirements for the Proposal. The Proposal should be tabbed in the format as shown below. The Proposal, however, should not contain standard marketing or other general materials. It is the Proposer's responsibility to modify such materials, so that only directly relevant information is included in the Proposal.

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

- Transmittal Letter
- Part 1 – Executive Summary - √
- Part 2 – Experience and Capabilities - √
- Part 3 – Project Approach - √
- Part 4 – Project Concepts - √
- Part 5 – Project Implementation and Project Schedule - √ (The CPM schedule itself to be placed in Appendix C)
- Part 6 – Fee and Rate Proposal (separate, sealed envelope with label, do not include on USB)
- Appendix A – Forms for Affirmation of Compliance
    - Statement of Non-Collusion
    - Georgia Security and Immigration Compliance Act of 2006 Form (for the Proposer and any subconsultants or subcontractors known at the time of Proposal submittal)
    - Certification of Absence of Conflict of Interest
    - Acknowledgement of Addenda
    - Certification by Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (form applies to the Proposer and any subconsultants or subcontractors known at the time of Proposal submittal)
    - Certification by Proposed Prime Contractor or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters (form applies to the Proposer and any subcontractors known at the time of Proposal submittal)
- Appendix B – Resumes
- Appendix C – Supporting Documentation of the Proposal
    - Evidence of Proposer's and proposed Key Subcontractors' licensing
    - Surety letter regarding bonding capacity of Proposer
    - Insurance agent letter regarding insurance eligibility of Proposer
    - Discussion of any adverse circumstances
    - Critical path method (CPM) schedule
    - Any other supporting documentation required by this RFP
- Appendix D – Bid Bond

(items with √ are included in the 50-page limit referenced in Section 5.2)

5.3.1 Transmittal Letter

Proposers must submit a transmittal letter (maximum three pages) on the Proposer's letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number, and email address for the Proposer's point of contact and must specify who would be the Proposer's signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Proposer. The transmittal letter must briefly describe the organization of the Proposer's team including:

- The identification of the lead firm or firms and any other partners, subconsultants, or Key Subcontractors known at the time of submitting the Proposal.
- General information about the Proposer, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and firm licensing.
- Identification of how the Proposer's legal structure is organized (i.e., corporation, limited liability company, general partnership, limited partnership, or other form of legal entity). If the Proposer is a joint venture, it must comply with Section 7.9 hereof. If the legal structure of the Proposer is not yet formed, identify how it is expected to be organized.
- Where the Proposer intends to maintain its offices for the Project and where the majority of the design work will be performed.

The transmittal letter must refer to Appendix A of the Proposal based on the forms in RFP Attachment C (Forms for Affirmation of Compliance) and any other forms required to be submitted with the Proposal.

5.3.2 Part 1 – Executive Summary

The executive summary must include a concise overview of the key elements of the Proposal. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

5.3.3 Part 2 – Experience and Capabilities

5.3.3.1 Proposer Team Experience

Proposers shall provide the technical experience and qualifications of the Proposer, Key Subcontractors, any additional Project Team members with key experience related to the Project, and individual Project Team members related to the planning, design, construction, acceptance, commissioning, obtaining of regulatory permits and approvals, and training of Owner staff in the operation and maintenance of the Project. The Proposal must describe the performance history and experience of the Project Team on similar projects.

Similar project experience should be demonstrated for the following at a minimum: alternative project delivery (preferably progressive design build), wastewater treatment plant construction and commissioning, greenfield projects, projects with interstate coordination, and projects with Georgia EPD wastewater plant permitting.

The performance history and the experience of the Project Team is important to demonstrate; however, the experience of the individual firms included on the Project Team will also be considered and scored based on relevance to the Project. The proposed individual Key Personnel will be evaluated for experience, expertise, and reputation in previous work and on work similar to the Project. This evaluation will be based on the corporate experience and capabilities of the Project Team as well as the experience and capabilities of Key Personnel. Provide details of the experience on which members of the Project Team worked together. Legal matters will be evaluated.

Reference Projects:

The Proposer shall submit descriptions of five (5) reference projects to demonstrate relevant experience. Reference projects shall not include any projects currently underway or completed with BGJWSC.

Each project description shall contain at least the following information:

- Description of the project showing relevance to this Project
- Name of owner
- Owner reference and contact information, to include phone and email address for a reference that is knowledgeable of the Proposer's work and is available to be contacted
- Delivery method (e.g., design-bid-build, progressive design-build, construction manager at risk, design-build, etc.)
- Lead contractor firm name
- Lead design engineering firm name
- Contract value (initial contract value plus any change orders that increased contract value and why)
- Year started and year completed (initial contract duration and final contract duration at completion)
- Firms that participated in the project and are included in this Proposal, along with a clear description of the project role and responsibility of each
- Key personnel that participated in the project and are included in this Proposal, alongwith a clear description of the project role and responsibility of each

In addition to the project descriptions, provide a Reference Projects summary table that includes all the required information above.

Additional Projects:

Additional project experience may be provided in this section (in addition to the five required reference projects) if it clearly demonstrates the depth of relevant experience of the Project Team. Provide a table (or add to the Reference Projects summary table) that summarizes all relevant additional projects currently underway or completed by the lead firms in the past five years at a water or wastewater treatment facility in the United States that have a constructed value over $30 million. At a minimum, include in the table:

- Name and brief description of the project
- Delivery method (e.g., design-bid-build, progressive design-build, construction manager at risk, design-build, etc.)
- Lead contractor firm name
- Lead design engineering firm name

- Proposed Key Personnel on the Project Team that were involved in the project and his or her specific role on the Project
- Initial estimated construction cost (preliminary design estimate) and final construction cost (or current construction cost estimate if project is not yet complete)
- Initial (planned) and final schedule (or current scheduled completion date for on-going work)

Safety

Provide a summary description of the Proposer's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past five years. The following safety records must be provided for the Proposer for the current and past five years:

- The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod.)
- The days-away-from-work injury incidence rate. A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.

Safety information is required to be submitted for each firm comprising any proposed joint venture team.

Demonstrated safety records on prior construction and the summary descriptions provided in the proposal response will be evaluated.

5.3.3.2 Project Team, Key Personnel, and Organization

Describe the composition, organization, and management of the proposed Project Team. As applicable, identify the owners of the Proposer (e.g., shareholders, members, partners, and the like) who hold a voting, capital, or equity interest of 10 percent or more. Describe the Proposer's approach to work seamlessly as one entity and highlight past project collaborations that the proposed Key Personnel have completed together. Describe the Proposer's approach to managing Key Personnel. Key information should be provided in separate subsections, as follows:

Project Team:

- Identify any other firms known at the time of Proposal submittal (such as subconsultants and Key Subcontractors) included on the Project Team along with the Proposer and describe the scope of the Proposer's and each firms' services and responsibilities throughout the Project. Describe the past working relationships of the firms on the Project Team in similar roles as proposed for this Project and their past working relationships with the Proposer.

- Clearly identify the firms that will perform the engineering design and the construction. For Phase 2 Services, include a list of any Key Subcontractors and their Project responsibilities known at this time.

- Provide evidence of required licensing for the Design-Builder and other firms on the Design-Builder's Project Team in Appendix C of the Proposal.

- Describe the Design-Builder's approach to the management of subcontractors and subconsultants.

Key Personnel:

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities throughout the Project. Clearly identify the collaborative delivery experience (number of projects, size and scope of projects, and role on those projects) of each person identified as Key Personnel.

- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time throughout the Project.

- Provide resumes for all Key Personnel in Appendix B of the Proposal – Resumes. Limit resumes to two pages per individual and include:

    - Academic and professional qualifications
    - Professional registration
    - Total years of relevant experience and years with current firm
    - Experience as is relevant to the Project and to the individual's specified role on the Project

Organization Chart:

- Provide at least two organization charts showing:

    - Reporting relationships and responsibilities of the Proposer and any other firms
    - Reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations)

The Proposer's proposed Key Personnel will be incorporated into the Agreement in Exhibit G – Key Design and Supervisory Personnel. Any change in the firms or Key Personnel included in the Proposal requires Owner approval as set forth in the Agreement.

5.3.3.3 Proposer Capability

The Proposal must provide a brief description of the following information pertaining to factors or events that have the potential to adversely impact the Proposer's capability to perform its contractual commitments. Detailed explanations, if needed, and supporting information may be provided in Appendix C of the Proposal as indicated below.

- **Material adverse changes in financial position.** Describe any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.

- **Legal proceedings and judgments.** List and briefly describe any pending or past (within five years) legal proceedings or judgments, or any contingent liability that could adversely affect the financial position or ability of the Proposer to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the Proposer's General Counsel or equivalent position.

- **Completion of contracts.** Within the past five years, (i) has the Proposer failed to complete any contract, (ii) have any of the Proposer's contracts been terminated for convenience, or (iii) have any of the Proposer's contracts been terminated for cause or due to alleged poor performance or default by the Proposer? At any time, for a design-build project or a project based on a negotiated GMP, have you ever failed to reach agreement with an owner for the design phase, construction phase, or a GMP. If so, describe the circumstances of the off-ramping. Has the Proposer been assessed liquidated damages for late completion of any project within the past five years? If so, describe the circumstances.

- **Violation of laws.** Has the Proposer ever been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order, including but not limited to violations concerning antitrust, public contracting, employment discrimination, or prevailing wages? If so, describe the circumstances.
- **Payment and performance bonds.** In Appendix C of the Proposal, provide a letter from the Proposer's surety to provide evidence of the ability of the Proposer to provide payment and performance bonds of at least $40 million for this Project. The surety must be authorized by law to do business in the State of Georgia and must have an A.M. Best Company Rating of A- or better. The surety must also be listed in the U.S. Department of Treasury's Circular 570.
- **Insurance.** In Appendix C of the Proposal, provide a letter or Certificates of Insurance from the Proposer's insurance company stating Proposer's ability to acquire and provide the insurance coverage required by the Exhibit E of the Agreement (Insurance Requirements).

If any of the above questions is answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Proposer's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Proposer's ability to perform any contractual commitments to Owner. Include these responses in Appendix C of the Proposal. The answers to these questions and any associated discussion shall be provided in the form of a written certification that is signed by an officer or duly authorized official of the Proposer (including evidence of authorization if not provided elsewhere in the Proposal).

The Proposer must notify the Owner of any changes occurring after submission of the Proposal and before the selection process is completed (and in the case of the selected Design-Builder, before execution of the Agreement).

5.3.4 Part 3 – Project Approach

Provide a conceptual description of the Proposer's approach for managing and performing its services during Phase 1A, Phase 1B, and Phase 2 that will satisfy the Owner's objectives for this Project. The following items should be addressed:

- Collaboration and Communication: Discuss how a collaborative relationship with the Owner would be established during the performance of Phase 1A Services and Phase 1B Services for alternatives evaluations, design development, scheduling, and cost estimating, and in Phase 2 Services. Describe the plan for coordination and communication with Owner staff and internally among Project Team members, as well as how the design team will interact with the Owner and how those communications will enhance the success of the project. Include a brief explanation of the approach to external communication with those outside of the Owner (regulatory, permitting authorities, etc.). To demonstrate a clear understanding of critical decisions to be made during Phase 1A and 1B Services, provide a list of proposed key Technical Workshops to be held during each phase with Owner, including topics to be discussed in each meeting. Include each proposed workshop on the Project Schedule (Part 5 – Project Implementation and Project Schedule of this RFP).

- Leadership Approach: Describe how the Project Manager, Principal-in-Charge, and organizational structure outlined in Part 2 support efficient service delivery within the Design- Build Team, major subconsultants and Key Subcontractors.
- Any proposed Changes to Exhibit C of the Agreement (Scope of Design-Builder Services): Discuss any proposed changes to the Scope of Design-Builder Services, as outlined in Exhibit C of the Agreement, and how these proposed changes would enhance the execution of the Work.
- Design and Construction Interface: Discuss how design and construction processes will interface (including how value engineering and constructability issues will be addressed).
- Critical Work Components: Identify the work components critical to the Project's success and how these components would be achieved. Discuss Proposer's vision of key risk factors and how key risk factors will be identified and managed throughout Phase 1A, Phase 1B, and Phase 2 of the Project.
- Issue Resolution: Describe the methods for identifying and resolving issues. Include any description of organization, structure, or processes used for internal (Proposer and Owner) or external (regulatory, other) issue resolutions.
- Cost Development: Provide a description of cost model development during the development of design and leading up to formal cost estimate submittals, including the use of an open book cost estimation process, iterative design impacts to cost analysis, and establishment of the proposed Phase 1B Contract Price and estimated Phase 2 Contract Price (including the amount of cost contingency).
- Schedule Management: Discuss the proposed process for maintaining adherence to the GMP and schedule during construction of the Project.
- Start-Up Approach and Transition to Operation: Describe how the Proposer would transition through the completion of installation, functional testing, start-up and testing, training, and Owner acceptance for the plant. Include a discussion of how the Proposer proposes to incorporate start-up and testing planning and execution, as required in Exhibit C of the Agreement (Scope of Design-Builder Services), into the Proposer's overall start-up and operations transition plan.
- Quality Management: Describe the plans, actions, and procedures that will be incorporated into the Proposer's Quality Management Plan, and which will ensure quality, accuracy, and integrity of work throughout Phase 1A, Phase 1B, and Phase 2 of the Project.
- Tools: Describe the types of management, software, technology, or other tools that will be used and how these will provide cost, schedule, quality, or other efficiencies.
- Include a description of the Proposer's past efforts to develop plans for DBE participation and actual history of goal achievement on past projects, as evidence of the Proposer's ability to plan and implement successful DBE participation program.

5.3.5 Part 4 – Project Concepts

Proposers shall discuss their understanding of the Project requirements as provided in the Owner's Goals and Objectives, Exhibit A (Project Planning Documents), and Exhibit C (Scope of Design-Builder Services). In Part 4 of the Proposal, Proposer should present preliminary concepts to address these requirements as well as the following:

- The Project Technical Requirements (Exhibit B)
- Operator access, safety, and operability
- Site development and layout, including provisions for future treatment capacity expansions
- Sustainability in design, construction, and operations and maintenance.

5.3.6 Part 5 – Project Implementation and Project Schedule

Proposer shall discuss any implementation issues that it foresees not already covered in Parts 3 or 4 of the Proposal.

The Proposer shall provide and discuss a Project CPM schedule that presents the major activities necessary to implement the Project and includes the project durations identified in Section 2 of this RFP. The schedule should be based on the Proposer's design-build approach discussed in Part 3 and the Proposer's proposed comprehensive management plan. The schedule should commence with the Notice to Proceed with Phase 1A Services and extend to Final Completion of the Project. The schedule shall clearly distinguish between Phase 1A, Phase 1B, and Phase 2 activities.

The Proposer should indicate start and finish dates for proposed activities, key interim milestones, and other time-critical points in the schedule. The proposed schedule shall include all proposed major activities for completing the Project, including ordering and delivery of equipment requiring long lead

times (as best as can be determined at the time of Proposal submission), and shall identify the interrelationship between tasks, including the critical path. Major activities identified shall also include, but not be limited to, Phase 1A and 1B scope tasks (including piloting), construction, operation and maintenance, and training periods.

In addition, Proposers shall identify the expected durations for obtaining government approvals and the dates when receipt of governmental approvals is anticipated. Proposers shall identify specific Owner responsibilities, anticipated Owner actions, and suggested Owner review periods during Phases 1A and 1B. A minimum of 15 working days shall be included for Owner reviews of design submittals.
The Project schedule shall clearly identify any float built into the schedule.

The Proposer's demonstrated understanding of the Project's time constraints and milestones and of the interaction and sequencing of construction tasks will be evaluated. The Proposal should address how resource levels will be addressed to meet the critical path. The Proposal should provide evidence of the Proposer's ability to secure all labor, materials, and equipment within the proposed schedule. Inclusion of tie-ins to and temporary shutdowns of existing facilities are important considerations.

Significant elements of the schedule and its implementation should be discussed in Part 5. The CPM schedule itself may be placed in Appendix C of the Proposal.

5.3.7 Part 6 – Fee and Rate Proposal

The Proposer must complete RFP Attachment E (Fee and Rate Proposal Form) with all required pricing information and include it in the Proposal package in a separate, sealed envelope. The envelope will be opened after all Proposals are reviewed and scored as described in Section 6 of this RFP. After opening, the completed Fee and Rate Proposal Form and attached information will be included as Proposal Part 7 – Fee and Rate Proposal.

Phase 1A Services

The scope of Phase 1A Services for which pricing is required is defined in Exhibit C of the Agreement (Scope of Design-Builder Services).

Proposers shall attach to the Fee and Rate Proposal Form:

- Labor Category and Rate Table
- Work Breakdown Structure (aligning with Exhibit C), and
- Estimated Hours by Labor Category and task and major subtasks.
- The proposed Phase 1A Contract Price must include the Allowance Value for pilot testing, as stated in Attachment E (Fee and Rate Proposal).

Phase 1B Services

The scope of Phase 1B Services for which pricing is required is defined in Attachment A of Exhibit C of the Agreement (Scope of Design-Builder Services). Proposers shall submit a preliminary estimate for Phase 1B Services that includes:

- Lump Sum, Fixed Price (including all costs, overhead and profit) amount
- Labor Category and Rate Table, with annual escalation
- Work Breakdown Structure (aligning with Exhibit C)
- Estimated Hours by Labor Category and task and major subtasks
- Estimated Sheet Count by Discipline
- List of Assumptions
- List of Deliverables

The preliminary estimate for Phase 1B services shall be included in the sealed envelope with the Fee and Rate Proposal.

Phase 2 Services

Provide a description of General Conditions Costs, including the planned project team and time-commitment to the Project.

During Phase 2 of the Project, the Owner will provide certain insurance coverage, subject to limitations and conditions set forth in Exhibit E of the Agreement. As provided in Section 2.2 of Exhibit E of the Agreement, Proposals must not include cost of insurance that will be provided through the Owner.

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

5.3.8 Appendices

5.3.8.1 Appendix A – Forms for Affirmation of Compliance

The Proposer must complete, execute, and include in Appendix A of the Proposal the following forms:

- Statement of Non-Collusion
- Georgia Security and Immigration Compliance Act of 2006 Form (for the Proposer and any subconsultants or subcontractors known at the time of Proposal submittal)
- Certification of Absence of Conflict of Interest
- Acknowledgement of Addenda. This acknowledgement must be appropriately completed. Failure to acknowledge any addenda may result in the Proposal being declared non-responsive.
- Certification by Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (form is included in Exhibit D of the Agreement and applies to the Proposer and any Subcontractors known at the time of Proposal submittal)
- Certification by Proposed Prime Contractor or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters (form is included in Exhibit D of the Agreement and applies to the Proposer and any Subcontractors known at the time of Proposal submittal)

A failure by a Proposer to submit these items may result in the Proposal being declared non-responsive.

5.3.8.2 Appendix B – Resumes

This appendix shall include the resumes of Key Personnel as described in Part 2 of the Proposal. Each resume shall be limited to two (2) pages.

5.3.8.3 Appendix C – Supporting Documentation

This appendix shall include all supporting documentation as requested previously in this Section 5 of the RFP.

5.3.8.4 Appendix D – Bid Bond

Proposers shall include in Appendix D of the Proposal a properly completed and signed Bid Bond, using the form contained in Attachment D to this RFP, together with a valid and properly executed Power of Attorney from the surety. The Bid Bond shall be provided using the exact form included in Attachment D to this RFP. The Bid Bond shall be in an amount not less than 5 percent of the proposed Phase 1A Contract Price, as presented by the Proposer in Part 7 of the 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 the state of Georgia as approved by the State Insurance Commissioner's Office. A letter from the surety stating that it is licensed to conduct business in the state of Georgia must accompany the Bid Bond. No other form of bid security will be accepted. The Owner shall have the right to retain the Bid Bond of each Proposer until the earliest of the following events has occurred: (a) the Agreement has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) one hundred twenty
(120) days after Proposal opening, or (c) all Proposals have been rejected.

A failure by a Proposer to submit a Bid Bond shall result in the Proposal being declared non-responsive.

Section 6. Proposal Evaluation and Selection

6.1 General

The Owner's Evaluation Committee (Committee) will review and evaluate the Proposals according to the requirements and criteria outlined in this Section 6. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. In addition, the Owner will require that all Proposers participate in interviews.

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 deemed as non-responsive. At its sole discretion, however, the Committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

6.3 Comparative Evaluation Criteria

The Committee will evaluate and rank the responsive Proposals by applying the weighted comparative evaluation criteria set forth below:

Proposal Part	Criteria	Weight, %
1	Executive Summary	--
2	Experience and Capabilities	30
3	Project Approach	15
4	Project Concepts	30
5	Project Implementation and Project Schedule	15
6	Phase 1A Contract Price	5
7	Design-Builder's Fee and Overhead Fees	10

In ranking the proposals, the Committee will use a 100-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above. The Committee will complete the review and rank the Proposals before opening the sealed envelope containing the Fee and Rate Proposal.

6.4 Fee and Rate Proposal

The Proposer's lump-sum stipulated price for Phase 1A Services (Phase 1A Contract Price), Preliminary Proposal for Phase 1B Services, and Phase 2 rates for General Conditions Percent and the Design- Builder's Fee will be scored separately from the Committee's evaluation of other evaluation criteria.

The sealed Fee and Rate Proposal envelopes will be opened and scored only following completion of all other evaluation and scoring by the Committee. The cost evaluation will consider the following components:

- Phase 1A: Phase 1A Contract Price (lump-sum price)
- Phase 1B: Preliminary estimate for Phase 1B Services
- Phase 2: Design-Builder’s Overhead Fee
- Phase 2: Design-Builder’s Fee

The proposed Phase 1A Contract Price must include the Allowance Value for pilot testing, as stated in Attachment E (Fee and Rate Proposal).

6.5 Ranking

In ranking the proposals, the Committee will add the points from each criterion (price and non-price evaluation points) to calculate the Proposer’s total points. Proposers will be ranked according to final points awarded.

6.6 Selection

After the evaluation process is complete, the Committee will make a recommendation to the Owner’s Board for award of the Agreement to the top-ranked Proposer. Subject to approval by the Board, the approved Proposer will be given a written notice of award, and the process to execute the Agreement will begin. After execution of the Agreement, the Owner will issue the Notice to Proceed with Phase 1A Services.

Section 7. Conditions for Proposers

7.1 Owner Authority

Owner is a political subdivision of the state of Georgia and a public utility in the state of Georgia created by an act of the General Assembly of the state of Georgia (Ga. L. 1955, p. 3344), as amended. The Brunswick-Glynn Joint Water and Sewer Commission is governed by a Board of Directors.

7.2 Conflict of Interest

The following laws mandate the public disclosure of certain information concerning persons doing business or seeking to do business with the Owner, including affiliations and business and financial relationships such persons may have with Owner officers.

- O.C.G.A. § 36-80-28 imposes rules concerning conflicts and potential conflicts of interest for certain consultants and contractors to local governments. See the Certification of Absence of Conflict of Interest to be provided in Appendix A of the Proposal.

- Other laws, rules, and regulations prohibit conflicts and potential conflicts of interest, as well as the appearance of such conflicts.

7.3 Proprietary Information

Information submitted by the Proposer in the procurement process shall be subject to disclosure after award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire Proposals may not be deemed proprietary. Proposers are encouraged to review the Georgia Open Records Act, O.C.G.A. §§ 50- 18-70 through 50-18-77. Proposers are responsible for compliance with Georgia law concerning non- disclosure of any portion of their proposals.

7.4 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of Proposals and award of the Agreement, Owner reserves to itself (at its sole discretion and without assuming any liability therefor) 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 Agreement.

- Modify the procurement schedule.

- Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a non- conforming Proposal.

- Suspend and terminate the procurement process or terminate evaluations of Proposals received.

- Permit corrections to data submitted with any Proposal.

- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.

- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.
- Declare as non-responsive 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.
- Request additional information from a Proposer during the evaluation of its Proposal.

7.5 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, as set forth in the Agreement, for the duration of the Project. (The anticipated dates for award of the Agreement and for completion of the Project are set forth in Sections 2.4 and 4.3 of this RFP.) If extraordinary circumstances require a change, the Proposer must submit the proposed change in writing to the Owner, who, in 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 Proposer's control. Unauthorized changes to the Project Team at any time during the procurement process may result in the Proposer being deemed non- responsive. These requirements, and designated Key Personnel, will be made part of the Agreement.

7.6 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 transmit addenda to those Proposers who have registered with the Owner per the provisions of Section 4.1 and will post all addenda on the Owner Project website at the following address: https://www.bgjwsc.org/departments/procurement/. **It is the Proposer's responsibility to obtain all addenda prior to submitting its Proposal.** Proposer shall acknowledge receipt of all addenda on the form provided in Attachment C and include it in Appendix A of the Proposal.

7.7 Payment and Performance Bonds

Proposers are advised that payment and performance bonds are required to be provided by the selected Design-Builder **upon execution of the Agreement as outlined in Article 11 of the Agreement.**

7.8 Joint Ventures

If the Proposer requests the Owner to consider the qualifications of, and other information concerning, the owners, partners, or members of any joint venture, then Proposer must provide the following in its Proposal: (i) identity of all owners, partners, or members with an interest in the joint venture, along with the percentage of interest; and (ii) for each such owner, partner, or member, provide all information responsive to the following: RFP Section 2, Appendix A, and Appendix B.

If the selected Design-Builder is a joint venture, then each owner, partner, or member of the joint venture must execute the Agreement. Additionally, the Agreement will be modified (i) to indicate each such owner, partner, or member is jointly and severally bound by the Agreement and liable for all obligations of the selected Design-Builder and (ii) to indicate that any single owner, partner, or member of the joint venture may bind the selected Design-Builder, and Owner may rely on representations from any one of them.

7.9 Protests

In the event that, after the acceptance of a Proposal by the Owner's Board of Directors, any unsuccessful Proposer wishes to contest such action, a written "Notice of Protest" must be filed with the Owner's Executive Director no later than the close of business on the fifth business day after the selection of the successful Proposer by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award or any civil action in the courts of the State of Georgia or of the United States.

Attachment A
Definition of Terms

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Attachment A

Definition of Terms

The definitions of some of the capitalized terms used in this RFP are provided below. Unless defined below, most capitalized terms are defined in General Conditions to Contract, which is attached to the Agreement (Attachment B to the RFP).

Agreement – The draft form of Progressive Design-Build Agreement for Guaranteed Maximum Price Design and Construction Services between the Brunswick-Glynn Joint Water and Sewer Commission and the Design-Builder, all of its exhibits and attachments, which is attached to the RFP as Attachment B. It is also referred to as **Draft Progressive Design-Build Agreement**.

Design-Builder – The entity that, if selected, will enter into the Agreement with the Owner.

Key Personnel – The individuals, employed by Design-Builder or other firms included on the Project Team, who would fill certain key roles in the delivery of the Project and related services by the Design-Builder, including at a minimum the following positions: project manager, safety manager, design manager, design discipline lead planners, engineers and architects, construction project manager, and lead construction field manager or superintendent.

Key Subcontractors – Firms that will provide electrical, HVAC, instrumentation and controls, SCADA integration, or perform or supply more than 5% of the estimated contract value.

Owner – Brunswick-Glynn Joint Water and Sewer Commission

Project – North Mainland Water Pollution Control Facility

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

Proposer – The entity responding to this RFP by submitting the Proposal.

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Attachment B
Draft
Progressive Design-Build Agreement

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Progressive Design-Build Agreement for Guaranteed Maximum Price Design and Construction Services between the Brunswick-Glynn Joint Water and Sewer Commission and the Design-Builder

North Mainland Water Pollution Control Facility

BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION
1703 Gloucester Street
Brunswick, GA 31520

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Contents

Attachments and Exhibits

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Progressive Design-Build Agreement for Guaranteed Maximum Price Design and Construction Services between the Brunswick-Glynn Joint Water and Sewer Commission and the Design-Builder

This **AGREEMENT** is made as of the_______________day of_____________________in the year of ____, by and between the following parties, for services in connection with the Project identified below:

OWNER:

Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

DESIGN-BUILDER:

PROJECT:

North Mainland Water Pollution Control Facility

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

Article 1
General

1.1 Design-Builder will perform all Work required by the Contract Documents, including Work set forth in Exhibit C (Scope of Design-Builder Services). For such Work, Design-Builder will be paid the Contract Price as set forth in the Contract Documents.

1.2 Definitions. Except as otherwise expressly provided or unless the context otherwise requires, the terms, words and phrases used in this Agreement shall have the meanings given them in General Conditions of the Contract Between Owner and Design-Builder attached hereto ("General Conditions").

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 firms authorized by law to provide such services. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional; however, nothing in this sentence shall relieve, eliminate, or diminish any legal duty owed by an independent design professional to Owner.

1.4 The Project may be funded by Georgia's Drinking Water State Revolving Fund ("SRF") Loan Program through the Georgia Environmental Finance Authority ("GEFA"); administered by the U.S. Environmental Protection Agency ("USEPA") or through the issuance of bonds. Accordingly, Design-Builder will comply, and will assist Owner in complying, with all applicable Legal Requirements of the GEFA; all applicable requirements of the SRF Loan Agreement between GEFA and Owner. Moreover, Design-Builder will ensure all Work complies with Legal Requirements of GEFA, the Georgia Environmental Protection Division, and the USEPA. As part of the Phase 1A Services and Phase 1B Services, Design-Builder will assist Owner in identifying any additional sources of funding for the Project, and Design-Builder will perform its design services so that the maximum amount of costs are reimbursed or funded through state and federal sources, including the sources identified in this Section 1.4. If Owner selects alternative or additional funding sources, the requirements of such funding sources will constitute Legal Requirements. Design-Builder will comply with, and will ensure its Subcontractors, Sub-Subcontractors, and Design Consultants comply with, the obligations and requirements set forth in Exhibit D, which unless otherwise provided in the Contract Documents, is incorporated herein solely to establish such requirements and obligations. Where the documents in Exhibit D refer to "contractor" or "prime contractor," such terms shall be construed to mean Design-Builder. Where the documents in Exhibit D refer to "purchaser" or "borrower," such terms shall mean Owner.

Article 2
Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Owner has provided Design-Builder with Owner's Project Criteria in the Project Planning Document (Exhibit A of the Agreement), the Project Technical Requirements (Exhibit B of the Agreement), and the Scope of Design-Builder Services (Exhibit C of the Agreement) describing Owner's requirements and objectives for the Project.

2.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, as part of Phase 1A Services, Design-Builder will assist Owner in developing Owner's Project Criteria. 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 Phased Services.

2.2.1 Phase 1A Services. Upon Issuance of Notice to Proceed, Design-Builder shall perform the services of preliminary design, design, pricing, pilot testing, and other services based on

2.2.2 Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, as set forth in the Contract Documents and Exhibit C (collectively, “Phase 1A Services”). Design-Builder shall perform Phase 1A Services to the level of completion required for Design-Builder and Owner to establish the Phase 1B Contract Price, as set forth in Section 2.3 and Exhibit C.

2.2.3 Phase 1B Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria (including completion of pilot testing commenced under Phase 1A, as required), as may be revised in accordance with Section 2.1, as set forth in the Contract Documents and Exhibit C (collectively, “Phase 1B Services”). Design-Builder shall perform Phase 1B Services to the level of completion required for Design-Builder and Owner to establish the Phase 2 Contract Price, as set forth in Section 2.4. Design-Builder will provide all pricing information from Subcontractors, Sub-Subcontractors, and Design Consultants as such information is received.

2.2.4 Phase 2 Services. Design-Builder shall perform all “Phase 2 Services,” which 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; the provision of warranty services; and the completion all other Work necessary to achieve Final Completion of the Project – all as set forth in the Contract Documents and Exhibit C, as such Contract Documents may be modified by the Phase 2 Contract Price Amendment.

2.3 Phase 1B Proposal. When the Phase 1A Services are sufficiently complete as determined by Owner, Design-Builder shall submit a proposal to Owner (the "Phase 1B Proposal") for the performance of Phase 1B Services.

2.3.1 The Phase 1B Proposal shall include the following unless the parties mutually agree otherwise in writing:

2.3.1.1 The proposed Phase 1B Contract Price, which shall be a proposed lump-sum price for the performance of Phase 1B Services;

2.3.1.2 The design, completed as per Exhibit C, prepared in conformity with the Contract Documents and Owner’s Project Criteria;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the design and the Phase 1B Proposal;

2.3.1.4 The proposed Phase 1B Scheduled Completion Date upon which the Phase 1B Proposal (including the proposed Phase 1B Contract Price) is based, which schedule shall comply with Exhibit C;

2.3.1.5 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 1B Proposal, and which, if performed, would be the basis for an increase in the Contract Price or Contract Times as provided in the Contract Documents; and

2.3.1.6 The time limit, not less than forty-five (45) days after Owner’s receipt of the Phase 1B Proposal, for review of the Phase 1B Proposal, and for execution of the Phase 1B Contract Price Amendment, not less than thirty (30) days thereafter.

2.3.2 Review and Adjustment to Phase 1B Proposal.

2.3.2.1 After submission of the Phase 1B Proposal, Design-Builder and Owner shall meet to discuss and review the Phase 1B Proposal. If Owner has any comments regarding the Phase 1B 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; however, Owner assumes no obligation to find any inconsistencies or inaccuracies. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Phase 1B Proposal.

2.3.2.2 Acceptance of Phase 1B Proposal. If Owner accepts the Phase 1B Proposal, as may be modified by Design-Builder, the Phase 1B Contract Price and its basis shall be set forth in an amendment to this Agreement and executed by the parties, and consented to by Design-Builder's surety or sureties ("Phase 1B Contract Price Amendment"). Once the parties and Design-Builder's surety or sureties have executed the Phase 1B Contract Price Amendment and Owner has issued a Notice to Proceed with Phase 1B Services, Design-Builder shall perform the Phase 1B Services, all as further described in the Contract Documents and the Phase 1B Contract Price Amendment, as they may be revised only as provided herein. Design-Builder shall obtain the consent of its surety or sureties to the proposed Phase 1B Contract Price Amendment agreed upon by the parties.

2.3.2.3 Failure to Accept the Phase 1B Proposal. If Owner rejects the Phase 1B Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Phase 1B Proposal that it accepts the Phase 1B Proposal, the Phase 1B 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:

- Owner may suggest modifications to the Phase 1B Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Phase 1B Proposal shall be deemed modified, in which case, Owner may accept the modified Phase 1B Proposal in accordance with Section 2.3.2.2; or

- Owner may terminate this Agreement for convenience in accordance with Article 9 hereof.

If Owner declines to exercise any of the options under Section 2.3.2.3 within the time set forth herein, then if Design-Builder provides Owner with ten (10) days' written notice, this Agreement shall be deemed terminated for convenience as provided in Section 9.1 hereof.

2.4 Phase 2 Proposal. When the Phase 1B Services are sufficiently complete as determined by Owner, Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") for the completion of all remaining Work, including all design and construction, for the Project for the Phase 2 Contract Price, with the Phase 1A Contract Price, Phase 1B Contract Price, and Phase 2 Contract Price collectively subject to a guaranteed maximum price ("GMP"), as described in Article 7 hereof.

2.4.1 The Phase 2 Proposal shall include the following unless the parties mutually agree otherwise in writing:

2.4.1.1 The estimated Phase 2 Contract Price, as defined in Section 7.1.3, which shall include the sum of:

- The estimated Cost of the Work as defined in Section 7.3 hereof, inclusive of any

Design-Builder's Contingency used as provided in Section 7.4.2;

- The Design-Builder's Fee as defined in Section 7.2.1 hereof; and
- The General Conditions Amount, as defined in Section 7.2.2;

2.4.1.2 A proposed GMP, which if accepted by Owner in the Phase 2 Contract Price Amendment, will be the GMP as provided in Section 7.4;

2.4.1.3 The design, completed to 60 percent, prepared in conformity with the Contract Documents and Owner's Project Criteria;

2.4.1.4 The proposed Basis of Design Documents;

2.4.1.5 A list of the assumptions and clarifications made by Design-Builder in the preparation of the design and Phase 2 Proposal (including the estimated Phase 2 Contract Price), but only if such assumptions and clarifications are specifically identified as part of the Basis of Design Documents;

2.4.1.6 The Scheduled Substantial Completion Date upon which the Phase 2 Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based, which schedules shall comply with the Contract Documents and Exhibit C;

2.4.1.7 If applicable and if approved in writing and in advance by Owner, a list of Allowance Items and Allowance Values, and a statement of their bases;

2.4.1.8 If applicable, a schedule of alternate prices;

2.4.1.9 If applicable, a schedule of unit prices;

2.4.1.10 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, would be the basis for an increase in the Contract Price or Contract Times as provided in the Contract Documents;

2.4.1.11 The time limit, not less than forty-five (45) days after Owner's receipt of the Phase 2 Proposal, for review of the Phase 2 Proposal, and for execution of the Phase 2 Contract Price Amendment, not less than thirty (30) days thereafter;

2.4.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain, unless Exhibit C requires Design-Builder to obtain such permits; and

2.4.1.13 Only if specifically requested by Owner, in addition to the estimated Phase 2 Contract Price described in Section 2.4.1.1, a proposed Phase 2 Contract Price as a lump-sum price.

2.4.1.14 Details on the proposed performance standards and performance guaranties, as set forth in Exhibit C.

2.4.2 Review and Adjustment to Phase 2 Proposal.

2.4.2.1 After submission of the Phase 2 Proposal, Design-Builder and Owner shall meet to discuss and review the Phase 2 Proposal. If Owner has any comments regarding the Phase 2 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; however, Owner assumes no obligation to find any inconsistencies or inaccuracies. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Phase 2 Proposal.

2.4.2.2 Acceptance of Phase 2 Proposal. If Owner accepts the Phase 2 Proposal, as may have been modified by Design-Builder, the Contract Price and the GMP and its basis shall be set forth in an amendment to this Agreement and executed by the parties, and consented to by Design-Builder's surety or sureties ("Phase 2 Contract Price Amendment"). Once the parties and Design-Builder's surety or sureties have executed the Phase 2 Contract Price Amendment and Owner has issued a Notice to Proceed with Phase 2 Services, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Documents and the Phase 2 Contract Price Amendment, as they may be revised only as provided herein. Design-Builder shall obtain the consent of its surety or sureties to the proposed Phase 2 Contract Price Amendment agreed upon by the parties.

2.4.2.3 Failure to Accept the Phase 2 Proposal. If Owner rejects the Phase 2 Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Phase 2 Proposal that it accepts the Phase 2 Proposal, the Phase 2 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:

- Owner may suggest modifications to the Phase 2 Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Phase 2 Proposal shall be deemed modified, in which case, Owner may accept the modified Phase 2 Proposal in accordance with Section 2.4.2.2 above;
- Owner may terminate this Agreement for convenience in accordance with Article 9 hereof.

If Owner declines to exercise any of the options under Section 2.4.2.3 within the time set forth herein, then if Design-Builder provides Owner with ten (10) days' written notice, then this Agreement shall be deemed terminated for convenience as provided in Section 9.1 hereof.

2.5 Early Works Proposals. Design-Builder may submit to Owner one or more proposals to perform portions of the Work, including procurement of any equipment or materials, earlier than execution of the Phase 2 Contract Price Amendment (each an "Early Works Proposal"). Any Early Works Proposal will contain the same information required of the Phase 2 Proposal, but solely with respect to the scope of Work specified in the Early Works Proposal. However, with respect to Design-Builder compensation therefore, Design-Builder may propose a lump-sum price for the designated scope of Work stated in the Early Works Proposal.

The procedure for review and rejection or approval of any Early Works Proposal will conform to the same procedures provided in Section 2.4 hereof. Owner's review, negotiation, and acceptance or rejection of any Early Works Proposal will be in its sole and complete discretion, and Owner may reject any Early Works Proposal for any reason or no reason.

If Owner accepts any Early Works Proposal, the parties will execute an amendment setting forth the scope of Work to be provided thereunder, the guaranteed maximum price or lump-sum price to be paid therefor (each an "Early Works Contract Price"), and any other terms upon which the parties may agree ("Early Works Amendment"). If the Early Works Amendment establishes a guaranteed maximum price, then Design-Builder will be reimbursed for Cost of the Work, as defined herein, solely for the Work specified therein; provided that in no event will such reimbursement exceed the guaranteed maximum price set forth therein. If the Early Works Amendment establishes a lump-sum price for the Work performed thereunder, it will further specify the basis, procedures, and timing for payment of such lump-sum price. The Early Works Contract Price is the full, complete, and sole compensation due Design-Builder for all Work performed under the respective Early Works Amendment.

With respect to all Work under an Early Works Amendment, Design-Builder shall comply with all requirements, including but not limited to all insurance requirements set forth in Exhibit E, applicable to such Work as if performed under the Phase 2 Contract Price Amendment, and Owner shall possess all rights as to such Work as if performed under the Phase 2 Contract Price Amendment.

If the parties execute the Phase 2 Contract Price Amendment, each Early Works Amendment shall be incorporated into, but shall not contradict or vary, the Phase 2 Contract Price Amendment, and Owner shall receive a credit toward the GMP for all payments made on all Early Works Amendments.

Article 3

Contract Documents

3.1 The Contract Documents consist of the following, along with the documents incorporated therein:

3.1.1 This Agreement;

3.1.2 The General Conditions of Contract;

3.1.3 The Phase 1B Contract Price Amendment referenced in Section 2.3.2.2 herein, and the Phase 2 Contract Price Amendment referenced in Section 2.4.2.2 herein;

3.1.4 All Change Orders to this Agreement executed and issued in accordance with the Contract Documents, and any written amendment that is executed by Design-Builder and authorized and executed by Owner in accordance with applicable law;

3.1.5 Construction Documents prepared and approved by Owner in a writing that specifically expresses Owner's approval for the identified Construction Document, in accordance with Section 2.4 of the General Conditions;

3.1.6 The following documents: All exhibits identified in Section 12.2.

3.2 No other documents constitute Contract Documents.

3.3 Design-Builder acknowledges and agrees that Owner is a public utility created by an act of the General Assembly of the State of Georgia (Ga. L. 1955, p. 3344), as amended. Owner is entitled to the protection of sovereign immunity. Design- Builder specifically acknowledges the constitutional and contractual requirements that changes, modifications, and waivers of or to this Agreement and any Contract Documents must be in writing and specifically executed by Owner as set forth in the Contract Documents and as required by law. Accordingly, Design-Builder acknowledges the constitutional prohibition of claims against Owner based solely upon oral statements, course of conduct, customs of the trade, quasi-contract, unjust enrichment, quantum meruit, or O.C.G.A. § 13-4-4 (mutual departure from contract terms).

Article 4

Interpretation and Intent

4.1 Design-Builder, at the time of acceptance of each of the Phase 1B Proposal and Phase 2 Proposal by Owner in accordance with Sections 2.3.2.2 and 2.4.2.2, respectively, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Prior to execution of the Phase 1B Contract Price Amendment and Phase 2 Contract Price Amendment, Design-Builder and Owner will discuss and attempt to resolve any conflicts or ambiguities identified by Design-Builder. Any review of the Contract Documents by Owner, including the reviews provided in this section, will not relieve, eliminate, or diminish Design- Builder's obligations under the Contract Documents, including but not limited to the development of Construction Documents in accordance the terms of the Contract

4.2 Documents and consistent with any professional duty owed by Design-Builder or any Design Consultant.

4.3 The Contract Documents are intended to require Design-Builder to complete the Work, the Project, and all obligations required by the Contract Documents within the Contract Times 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 their common and plain meaning. In the event inconsistencies, conflicts, or ambiguities exist between or among the Contract Documents, Section 12.3 hereof sets forth the priority of the various Contract Documents. References to an article or section shall include paragraphs, subsections, and subparts of such article or section. The terms defined in the Contract Documents will have the meanings indicated that are applicable to both the singular and plural, and to the masculine and feminine, thereof.

4.4 The Contract Documents form the entire agreement between Owner and Design-Builder and are incorporated herein. The parties disclaim any reliance on oral representations or other agreements, and no oral representations or other agreements have been made.

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, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service, and Design-Builder assigns and transfers to Owner all ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and patents, subject to the provisions set forth in Section 5.2.

5.2 If Owner terminates this Agreement for its convenience under Article 9, or if Design-Builder properly terminates this Agreement in accordance with Section 11.4 of the General Conditions, then Design- Builder shall not be liable for damages to Owner caused by Owner's use of Work Product to the extent such damages are a direct result of said Work Product being incomplete due to such termination.

Article 6
Contract Time

6.1 Date of Commencement. Phase 1A Services shall commence upon Design-Builder's receipt of Owner's Notice to Proceed with Phase 1A Services. Phase 1B Services shall commence upon Design- Builder's receipt of Owner's Notice to Proceed with Phase 1B Services. Phase 2 Services shall commence upon Design-Builder's receipt of Owner's Notice to Proceed with Phase 2 Services.

6.2 Substantial Completion, Interim Milestones, and Final Completion.

6.2.1 Unless modified by the Phase 2 Contract Price Amendment, Substantial Completion of the entire Work shall be achieved no later than one thousand (1,000) calendar days – how many days? after the date of Owner's Notice to Proceed with Phase 2 Services ("Scheduled Substantial Completion Date").

6.2.2 Interim Milestones Dates include:

- Phase 1A: Completion of Initial Design Report (IDR) provided in Exhibit C and all other Phase 1 Services: two hundred seventy (240) days after Owner's Notice to Proceed with Phase 1A Services ("Phase 1A Scheduled Completion Date");
- Phase 1B: Completion of all Phase 1B Services will be set by the Phase 1B Contract Price Amendment ("Phase 1B Scheduled Completion Date");
- Any other Milestone Dates will be set by the Phase 1B Contract Price Amendment or Phase 2 Contract Price Amendment.

6.2.3 Final Completion of the Work or identified portions of the Work shall be achieved within ninety (90) days after Substantial Completion ("Final Completion Deadline"). Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.1.15 of the General Conditions.

6.2.4 All of the dates set forth in this Article 6 (collectively, "Contract Times") shall be subject to adjustment in strict accordance with Article 9 of the General Conditions.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to Design-Builder's completion of the Work and all other obligations by the deadlines for Substantial Completion, Final Completion, any other Contract Times, and any other deadline or milestone set forth in Section 6.2 hereof and elsewhere in the Contract Documents.

6.4 Liquidated Damages. Design-Builder understands that if Substantial Completion 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 Completion is not achieved by the Scheduled Substantial Completion Date, Design-Builder shall pay Owner the sum of Ten Thousand Dollars ($10,000.00) as liquidated damages, and not as a penalty, for each calendar day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. The parties agree that such amount is a reasonable pre-estimate of such damages.

6.5 Design-Builder understands that if Final Completion is not achieved by the Final Completion Deadline, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved by the Final Completion Deadline, Design-Builder shall pay to Owner the sum of Two Thousand Dollars ($2,000.00) as liquidated damages, and not as a penalty, for each calendar day that Final Completion is delayed beyond the Final Completion Deadline. The parties agree that such amount is a reasonable pre-estimate of such damages.

6.6 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of damages caused by any delay in achieving Substantial Completion or Final Completion, as applicable. Any liquidated damages assessed hereunder may be deducted and withheld from any payment otherwise due Design-Builder.

Article 7

Contract Price

7.1 Contract Price.

7.1.1 For Phase 1A Services, Owner shall pay Design-Builder, in accordance with Article 6 of the General Conditions, the lump sum of________________Dollars ($________) ("Phase 1A Contract Price"), subject to adjustments authorized in the Contract Documents. The Phase 1A Contract Price includes all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.

7.1.2 For Phase 1B Services, Owner shall pay Design-Builder, in accordance with Article 6 of the General Conditions, the lump-sum price set forth in the Phase 1B Contract Price Amendment ("Phase 1B Contract Price"), subject to adjustments provided in the Contract Documents. The Phase 1B Contract Price includes all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.

7.1.3 For Phase 2 Services, Owner shall pay Design-Builder, in accordance with Article 6 of the General Conditions, a contract price equal to the Design-Builder's Fee; plus the General Conditions Amount; plus the Cost of the Work – with the sum of the foregoing being referred to as the "Phase 2 Contract Price." The sum of the Phase 1A Contract Price, Phase 1B Contract Price, and Phase 2 Contract Price are, together, subject to the GMP established by the Phase 2 Contract Price Amendment, as provided in Section 7.4.

7.1.4 The Phase 1A Contract Price, Phase 1B Contract Price, and Phase 2 Contract Price – and until execution of the Phase 2 Contract Price Amendment, any Early Works Contract Prices – are referred to herein jointly as the "Contract Price." The Phase 1A Contract Price is the full, complete, and sole compensation due Design-Builder for all Phase 1A Services and all benefits provided to Owner thereby. The Phase 1B Contract Price is the full, complete, and sole compensation due Design-Builder for all Phase 1B Services and all benefits provided to Owner thereby. The Phase 2 Contract Price is the full, complete, and sole compensation due Design-Builder for all Phase 2 Services and all benefits provided to Owner thereby. The Contract Price shall not exceed the GMP. Any cost or expense that would otherwise cause the Contract Price to exceed the GMP will be paid and satisfied by Design-Builder without any reimbursement from Owner and will not qualify as Cost of the Work.

7.2 Design-Builder's Fee and General Conditions Amount.

7.2.1 Design-Builder's Fee shall be______percent (%) of the Cost of the Work (including Direct Costs and Indirect Costs).

7.2.2 The General Conditions Amount shall be:_______________percent (%) ("General Conditions Percent") of the Direct Costs of the Cost of the Work, excluding Indirect Costs. Notwithstanding anything to the contrary herein, Cost of the Work shall not include any General Conditions Costs (as defined in Section 7.3.2.5).

7.3 Cost of the Work.

7.3.1 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:

7.3.1.1 Direct Costs, which include the following:

7.3.1.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's written agreement (in its sole discretion), at locations off the Site, excluding any supervisory and administrative personnel identified in Section 2.9.2.4 of Exhibit C. However, the costs for those employees of Design-Builder performing design services (excluding Phase 1A Services and Phase 1B Services) shall, if set forth in the Phase 2 Contract Price Amendment, be calculated on the basis of agreed-upon rates for design professionals performing such services (but such rates shall not include any markup for overhead or profit).

7.3.1.1.2 Costs incurred by Design-Builder for employee benefits, premiums, taxes, contributions and assessments required by the Legal Requirements, 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 Section 7.3.1.1.1. In lieu of the foregoing, if provided by the Phase 2 Contract Price Amendment, a multiplier set forth therein to be applied to the wages and salaries of the employees of Design-Builder covered under Section 7.3.1.1.1.

7.3.1.1.3 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance specifically procured for the Project by Subcontractors and Design Consultants, but only if such amounts are paid pursuant to written contracts binding on Design-Builder.

7.3.1.1.4 Costs of transportation, inspection, testing, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work, but excluding any costs of storage facilities.

7.3.1.1.5 Costs less salvage value of materials, supplies, machinery, and equipment 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.

7.3.1.1.6 Costs of removal of debris and waste from the Site, but only if directly related to construction activities.

7.3.1.1.7 Rental charges and the costs of transportation, installation, minor repairs and replacements of machinery and equipment that are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work, but only to the extent such charges and costs are no more than the fair rental value or market value in the area of the Site.

7.3.1.1.8 All fuel and utility costs incurred in the performance of the Work, except any utility costs incurred for the Site office.

7.3.1.1.9 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work, but not including any taxes imposed or based on the taxable income of Design-Builder.

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

7.3.1.1.11 Deposits which are lost, except to the extent caused by the negligence or breach hereof by Design-Builder or anyone for whose acts Design-Builder is responsible.

7.3.1.1.12 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property on Site. Such costs include only those costs directly related to construction activities.

7.3.1.1.13 Only if approved in writing by Owner, in its sole discretion, other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

7.3.1.2 Indirect Costs, which include the following:

7.3.1.2.1 Premiums for insurance and bonds required by this Agreement, but only to the extent such insurance or bonds relate to Phase 2 Services. Such costs may include bonds and insurance procured by Design-Builder insuring the performance of Subcontractors hired by Design-Builder (i.e., subcontractor bonds or subcontractor default insurance).

7.3.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

7.3.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Section 7.3.1.1.1.

7.3.2.2 Overhead and general expenses, except as explicitly provided for in Section 7.3.1 hereof, or which may be recoverable for changes to the Work.

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

7.3.2.4 Costs that would cause the Contract Price, as adjusted in accordance with the Contract Documents, to exceed the GMP.

7.3.2.5 General Conditions Costs, which include all project overhead costs, including but not limited to the costs identified in Section 2.9.2.4 of Exhibit C. Notwithstanding any provision of Section 7.3.1, no cost identified in Section 2.9.2.4 of Exhibit C shall be considered Cost of the Work.

7.3.2.6 Payments made by Design-Builder to Subcontractors and Design Consultants for costs that, if incurred directly by Design-Builder, would not be Cost of the Work hereunder.

7.3.2.7 Any cost for which Design-Builder is reimbursed or for which Design-Builder receives proceeds from insurance, including any insurance required hereunder, or which Design-Builder would have received if it procured the insurance required hereunder.

7.3.2.8 Any cost that initially qualified as Cost of the Work but which, due to changes in circumstances or passage of time, no longer qualifies as Cost of the Work (in which case, such costs must be reimbursed to Owner).

7.3.2.9 Any payment made directly or indirectly to any Related Person, unless such payment is approved in writing by Owner (in its sole discretion) before Design-Builder provides Work associated with such cost. With the request for Owner's written consent, Design-Builder will provide quotes for the Work provided thereby from at least three entities that are not Related Parties. "Related Party" means a parent, subsidiary, affiliate, or other entity having common ownership or management with Design- Builder or its direct owners; any entity in which any owner in, or management employee of, Design-Builder owns any interest in excess of ten percent in the aggregate (other than entities traded on a public exchange); or any person or entity which has the right to control the business or affairs of the Design-Builder or its direct owners. The term "Related Party" includes any member of the immediate family of any person identified in this section. Any cost under this section will not constitute Cost of the Work to the extent it exceeds the market-based price of such Work.

7.3.2.10 Any cost associated with Work that is included in any unit price or lump sum as set forth in the Phase 2 Contract Price Amendment or any Change Order, in which case, such unit price or lump sum will be deemed to include all direct or indirect costs associated with such Work, including but not limited to all labor, materials, equipment, transportation, taxes, insurance, design fees, overhead, and Design- Builder's Fee associated with such Work.

7.3.2.11 Any cost associated with Phase 1A Services and Phase 1B Services.

7.3.2.12 Unless otherwise provided in Exhibit E (Insurance Requirements), any deductible or self-insured retention payment under any policy of insurance procured by Design-Builder.

7.3.2.13 Any cost that is not supported by proper cost documentation as required by Section 8.6.

7.3.2.14 Notwithstanding anything to the contrary herein, all costs incurred (i) that result from the negligence or breach of any provision or obligation of the Contract Documents by Design-Builder or its Subcontractors, Sub-Subcontractors, or Design Consultants, or anyone for whom Design-Builder is responsible hereunder (including but not limited to defective Work or deficient design and any cost incurred under Section 2.10 of the General Conditions to correct defective work) or (ii) that could have been avoided by the proper performance of all obligations of the Contract Documents by Design-Builder.

7.4 The Guaranteed Maximum Price.

7.4.1 Design-Builder guarantees that all amounts due from Owner under the Contract Documents will not exceed the GMP established by the Phase 2 Contract Price Amendment. Notwithstanding anything to the contrary in the Contract Documents, the GMP limits the aggregate amount payable for sums due hereunder for Work (including Phase 1A Services, Phase 1B Services, any Early Works Amendments, and Phase 2 Services), including but not limited to Phase 1A Contract Price, Phase 1B Contract Price, and Phase 2 Contract Price (including but not limited to Cost of the Work, General Conditions Amount, and Design-Builder's Fee). Any amount of Cost of the Work, or any other amount due from Owner hereunder, in excess of the GMP shall be borne and paid by the Design-Builder without reimbursement by Owner. Any documents or information used as a basis for the GMP shall be identified in the Phase 2 Contract Price Amendment. Design-Builder does not guarantee any specific line item provided as part of the GMP, and Design-Builder 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 may be adjusted only in accordance with the Contract Documents.

7.4.2 If established by the Phase 2 Contract Price Amendment, the GMP will include a Contingency, in the amount provided in the Phase 2 Contract Price Amendment, that is available for Design-Builder's use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. However, no amount will be available for use from the Contingency without written approval from Owner. Such costs may include but are not limited to: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; or (d) Subcontractor defaults. However, no amount of the Contingency is available for costs resulting from defective work, deficient services, negligence, or breach of any provision of the Contract Documents by Design-Builder or anyone for whose acts Design-Builder is responsible. Design-Builder shall provide Owner written 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, 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 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. Unless otherwise provided by the Phase 2 Contract Price Amendment, Design-Builder will not be entitled to any unexpended amount of the Contingency.

7.5 Allowance Items and Allowance Values.

7.5.1 Any Allowance Items, as well as their corresponding Allowance Values, will be set forth in the Phase 2 Contract Price Amendment.

7.5.2 Design-Builder has proposed, and Owner has accepted, the Allowance Items and Allowance Values based on design information 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. Design-Builder provides no guarantee that the Allowance Item in question can be performed for the Allowance Value.

7.5.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advance 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 previously approved by Owner, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Times and Contract Price as provided in the Contract Documents.

7.5.4 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.

7.5.5 Whenever the Cost of the Work, plus associated General Conditions Amount and associated Design-Builder's Fee, for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.5.4. The amount of the Change Order shall reflect the difference between Cost of the Work incurred by Design-Builder, plus associated General Conditions Amount and associated Design-Builder's Fee, for the particular Allowance Item and the Allowance Value.

Article 8
Procedure for Payment

8.1 Payment for Phase 1A Services, Phase 1B Services, and Phase 2 Services. The parties will comply with the procedures set forth in this Article 8 for payment of the Contract Price.

8.2 Contract Price Progress Payments.

8.2.1 Unless Owner designates, in writing, another due date, Design-Builder shall submit to Owner on the 20th day of each month, beginning with the first month after the date of Owner's Notice to Proceed with Phase 1A Services, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions.

8.2.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions.

8.3 Retainage on Progress Payments.

8.3.1 Prior to Substantial Completion, Owner will retain from progress payments five percent (5%) of the approved value of each Application for Payment. At its discretion, Owner may release retainage for Subcontractors as each Subcontractor completes its scope of work. In addition, Owner may decline to withhold or may discontinue withholding retainage associated with design services. However, in all events, Owner may start or restart withholding retainage if the progress of the Work appears, in Owner's opinion, to be inadequate for timely completion.

8.3.2 Upon Substantial Completion, and upon a determination by Owner that the Work is reasonably satisfactory, Owner will pay the retainage to Design-Builder within thirty (30) days after Design-Builder submits an Application for Payment in compliance with Section 8.2 hereof and Article 6 of the General Conditions. However, to the extent any items of Work remaining incomplete, an amount equal to 200 percent of the value of such incomplete Work, as determined by Owner, shall be withheld until such items are satisfactorily completed. The released retainage shall be shared by Design-Builder and Subcontractors as their interests may appear.

8.3.3 If under the applicable Legal Requirements, Owner is required to pay interest on the retainage to Design-Builder, it will pay such interest at the time of Final Payment under Section 8.4.

8.4 Final Payment. When Design-Builder has satisfied the requirements for Final Payment set forth in Section 6.7 of the General Conditions, Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions. 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 thirty (30) days after Owner's receipt of the properly submitted and accurate Final Application for Payment in accordance with Article 6 of the General Conditions.

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 seven percent (7%) per annum until paid.

8.6 Recordkeeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Cost 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. Design-Builder will obtain and maintain all documents and information necessary to substantiate all Cost of the Work. 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 subject to audit only to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit, except to ensure that no costs associated with work under any lump-sum price are not included as Costs of the Work. Design-Builder will, by written contract provisions, require its Subcontractors, Sub-Subcontractors, and Design Consultants to maintain documents to the same extent and in the same manner as Design-Builder under this section. If any Legal Requirement requires Design-Builder or its Subcontractors, Sub-Subcontractors, or Design Consultants to maintain documents and data referenced in this section for a longer time, such documents and data will be maintained and subject to audit for such extended time. Notwithstanding anything to the contrary herein, Design-Builder will comply with all provisions of O.C.G.A. §§ 50-18-70 through 50-18-77 (relating to public records).

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 the amount required hereunder for the following:

9.1.1 All Work executed as of Design-Builder's receipt of such notice; and

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. However, nothing in Section 9.1 authorizes the recovery of consequential damages, which are waived by Section 10.5 of the General Conditions.

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 of the General Conditions: *Andrew Burroughs, Executive Director, 1703 Gloucester Street, Brunswick, GA 31520, 912.261.7100*

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: *Andrew Burroughs, Executive Director, 1703 Gloucester Street, Brunswick, GA 31520, 912.261.7100*

10.1.3 Design-Builder's Representatives.

10.1.4 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 of the General Conditions:

____

10.1.5 Design-Builder designates the individuals 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:

____

10.1.6 The parties agree that as a material inducement for Owner's execution of this Agreement and, if applicable, the Phase 1B Contract Price and Phase 2 Contract Price Amendment, Design-Builder will dedicate the Key Design and Supervisory Personnel set forth in Exhibit G to the Agreement. Design-Builder will not change its Key Design and Supervisory Personnel, or materially modify their responsibilities for the Project, without Owner's express written consent.

Article 11
Bonds and Insurance

11.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in Exhibit E (Insurance Requirements) and in accordance with Article 5 of the General Conditions. Design-Builder shall comply, and will ensure compliance by its Subcontractors, Sub-Subcontractors, Design Consultants, and any other person or entity providing the Work, requirements set forth in Exhibit E.

11.2 Bonds and Other Performance Security. Within 5 days after Design-Builder's execution hereof, Design-Builder shall provide the performance bond and payment bond. Upon execution of the Agreement, the initial penal sum of the bonds will be the Phase 1A Contract Price. Upon execution of the Phase 1B Contract Price Amendment, the penal sum of the bonds will be the sum of the Phase 1A Contract Price and the Phase 1B Contract Price. Upon execution of the Phase 2 Contract Price Amendment, the penal sum of the bonds will be the GMP. As provided in O.C.G.A. §§ 36-91-70 and 36-91-90, such penal sum will automatically increase without any action on the part of the surety or sureties, Design-Builder, or Owner. At any time after execution of this Agreement, Owner may request Design-Builder to obtain from its surety or sureties reasonable assurance that they consent to any increase in the Contract Price or GMP, and upon such request, Design-Builder will obtain such assurance.

The bonds will be substantially in the form of Exhibit H and will be issued by a surety or sureties authorized by law to do business in Georgia pursuant to a current certificate of authority to transact surety business by the Georgia Commissioner of Insurance. Such surety or sureties will be on the United States Department of Treasury's list of approved bond sureties. At a minimum, such bonds will satisfy the requirements of the Georgia Local Government Public Works Construction Law, O.C.G.A., Title 36, Chapter 91, Article 3.

11.3 Within 5 days after Design-Builder's execution hereof, Design-Builder will provide written affirmation, in a form satisfactory to Owner, from its surety or sureties that issued the bonds under Section 11.2 hereof that, (i) upon execution of the Phase 1B Contract Price Amendment, the penal sum of such bonds will be the sum of the Phase 1A Contract Price and the Phase 1B Contract Price, and (ii) upon execution of the Phase 2 Contract Price Amendment, the penal sum of such bonds will automatically increase to the GMP set forth therein.

Article 12
Other Provisions

12.1 Other provisions, if any, are as follows: None

12.2 Listing of Exhibits and documents incorporated herein:

- Exhibit A, Project Planning Document
- Exhibit B, Project Technical Requirements

- Exhibit C, Scope of Design-Builder Services
- Exhibit D, GEFA
    - Georgia Department of Natural Resources, Environmental Protection Division's State Environmental Review Process, dated January 2004
    - GEFA Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts, dated December 7, 2022
    - GEFA's American Iron and Steel Special Conditions and Information, dated April 11, 2014
    - GEFA's Build America, Buy America Act Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts
- Exhibit E, Insurance Requirements
- Exhibit F, Form of Contract Price Amendments
- Exhibit G, Key Design & Supervisory Personnel
- Exhibit H, Form of Performance and Payment Bonds
- Exhibit I, Form of Waiver of Liens and Bond Claims
- Exhibit J, Form of Consent of Surety to Final Payment

12.3 Order of Precedence. In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control:

- Amendments, addenda, or other modifications to the Contract Documents (including Change Orders, the Phase 1B Contract Price Amendment, the Phase 2 Contract Price Amendment, and each incorporated exhibit of the foregoing) duly signed and issued after the signing of this Agreement and effected in accordance with the terms hereof, with those of a later date having precedence over those of an earlier date;
- the terms and conditions of this Agreement;
- the General Conditions of the Contract;
- Exhibits C through J to this Agreement;
- the Construction Documents;
- Exhibits A and B to this Agreement;
- any other Contract Documents;

12.4 Other Interpretation Rules. As between drawings on the one hand, and the specifications on the other hand, the requirements of the specifications shall govern. As between figures given on drawings and the scaled measurements, the figures shall govern.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary approvals to execute this Agreement. Design-Builder executes this Agreement under seal.

OWNER:	**DESIGN-BUILDER:**
Brunswick-Glynn Joint Water and Sewer Commission	**TBD**
(Signature)	*(Signature)* *(Seal)*
(Printed Name)	*(Printed Name)*
(Title)	*(Title)*
Date:	Date:
Attest	Attest

Attachments and Exhibits

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General Conditions of the Contract

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General Conditions of Contract Between Owner and Design-Builder

North Mainland Water Pollution Control Facility

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Contents

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Article 1
General

1.1 Basic Definitions

1.1.1 *Agreement* refers to that certain "Progressive Design-Build Agreement for Guaranteed Maximum Price Design and Construction Services between the Brunswick-Glynn Joint Water and Sewer Commission and the Design-Builder," dated_.

1.1.2 *Basis of Design Documents* are as follows: Before execution of the Phase 2 Contract Price Amendment, the Basis of Design Documents are those documents specifically identified as Owner's Project Criteria. On and after execution of the Phase 2 Contract Price Amendment, the Basis of Design Documents include only those documents explicitly identified in the Phase 2 Contract Price Amendment as Basis of Design Documents. On and after execution of the Phase 2 Contract Price Amendment, no document that is not explicitly referenced as a Basis of Design Document in the Phase 2 Contract Price Amendment will constitute one of the Basis of Design Documents.

1.1.3 *Contract Documents* shall mean those documents set forth in Article 3 of the Agreement.

1.1.4 *Contract Times* is defined in Section 6.2.4 of the Agreement.

1.1.5 *Contract Price* is defined in Section 7.1.4 of the Agreement.

1.1.6 *Construction Documents* are the drawings and specifications to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract. Notwithstanding the foregoing, no document is a Construction Document unless it is expressly adopted by a Change Order or the Phase 2 Contract Price Amendment.

1.1.7 *Cost of the Work* is defined in Section 7.3 of the Agreement.

1.1.8 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.1.9 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but who is retained by Design-Builder or employed or retained by anyone under contract with Design-Builder, at any tier, to furnish design services required under the Contract Documents.

1.1.10 *Differing Site Conditions* is defined in Section 4.2.1 herein.

1.1.11 *Direct Costs* is defined in Section 7.3.1.1 of the Agreement.

1.1.12 *Early Works Amendment* is defined in Section 2.5 of the Agreement.

1.1.13 *Early Works Proposal* is defined in Section 2.5 of the Agreement.

1.1.14 *Early Works Contract Price* is defined in Section 2.5 of the Agreement.

1.1.15 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2. Final Completion occurs no earlier than the date Design-Builder has satisfied all requirements of Section 6.7 hereof and all requirements for Contract Closeout as set forth in Section 3.18 of Exhibit C.

1.1.16 *Final Completion Deadline* is defined in Section 6.2.3 of the Agreement.

1.1.17 *Force Majeure Events* are those events that are beyond the control of Design-Builder, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.1.18 *General Conditions of Contract* or *General Conditions* refers to this DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition), as modified.

1.1.19 *Guaranteed Maximum Price* or *GMP* is defined in Section 2.4 and Article 7 of the Agreement.

1.1.20 *Hazardous Conditions* are any materials, wastes, substances, and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated or governed by applicable Legal Requirements.

1.1.21 *Indirect Costs* is defined in Section 7.3.1.2 of the Agreement.

1.1.22 *Interim Milestone Dates* is defined in Section 6.2.2 of the Agreement.

1.1.23 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders, and decrees of any governmental or quasi-governmental entity having jurisdiction over the Project or Project Site, the practices involved in the Project or Project Site, or any Work. Legal Requirements include, without limitation, those requirements set forth in Section 2.5 hereof.

1.1.24 *Owner's Project Criteria* are those criteria developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site, and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria, and other Project-specific technical materials and requirements. Unless otherwise specified by Owner in writing, Owner's Project Criteria include Project Planning Document (Exhibit A of the Agreement), the Project Technical Requirements (Exhibit B of the Agreement), and the Scope of Design-Builder Services (Exhibit C of the Agreement).

1.1.25 *Phase 1A Scheduled Completion Date* is defined in Section 6.2.2 of the Agreement.

1.1.26 *Phase 1A Services* is defined in Section 2.2.1 of the Agreement.

1.1.27 *Phase 1B Proposal* means that proposal developed by Design-Builder in accordance with Section 2.3 of the Agreement.

1.1.28 *Phase 1B Scheduled Completion Date* is defined in Section 6.2.2 of the Agreement.

1.1.29 *Phase 1B Services* is defined in Section 2.2.2 of the Agreement.

1.1.30 *Phase 2 Services* is defined in Section 2.2.3 of the Agreement.

1.1.31 *Phase 2 Proposal* means that proposal developed by Design-Builder in accordance with Section 2.4 of the Agreement.

1.1.32 *Scheduled Substantial Completion Date* is defined in Section 6.2.1 of the Agreement.

1.1.33 *Site* or *Project Site* are the property or premises on which the Project is located.

1.1.34 *Sub-Subcontractor* is any person or entity retained by a Subcontractor, or who is in privity with a Subcontractor at any tier, as an independent contractor to perform any portion of the Work and shall include materialmen and suppliers.

1.1.35 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.1.36 *Substantial Completion* or *Substantially Complete* means the date on which the Work is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project for its intended purposes. Additionally, *Substantial Completion* will not occur until all conditions set forth in Section 6.6 hereof are satisfied.

1.1.37 *Work* is comprised of all Design-Builder's design, construction, and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services, and labor required by or reasonably inferable from the Contract Documents. *Work* includes, without limitation, Phase 1A Services, Phase 1B Services, and Phase 2 Services, as such terms are defined in Section 2.2 of the Agreement, and any work or services performed under an Early Works Amendment.

Article 2
Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder will perform all Work required by the Contract Documents, including Work set forth in Exhibit C (Scope of Design-Builder Services), which Work includes Phase 1A Services, Phase 1B Services, and Phase 2 Services. Design-Builder's Representative shall supervise the Work, will be reasonably available to Owner, shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Agreement; and (v) other items that require resolution to avoid delay. The monthly status report will also comply with all requirements of Exhibit C, which may require additional periodic reports.

2.1.3 Design-Builder shall prepare and submit schedules for the execution of the Work for Owner's review, response, and approval. Such schedules will comply with all requirements of the Contract Documents, including Exhibit C, and will be provided to Owner within the time required thereby. The schedules shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are requested (but no earlier than the review times set forth in Exhibit C). The schedules shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Times. Owner's review or approval of, and responses to, the schedules (i) shall not relieve or diminish Design-Builder's responsibility for complete and exclusive control over the means, methods, sequences, and techniques for executing the Work, (ii) shall not relieve or diminish Design-Builder's obligation to complete the Work within the Contract Times, (iii) will not result in modification or consent to modification of any Contract Times. Contract Times will be modified solely by Change Orders executed in accordance with Article 9 hereof. As used in the Contract Documents, the term "schedule" includes the Phase 1A Services Schedule, Phase 1B Services Schedule, and Phase 2 Services Schedule.

2.2 Design Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws and other Legal Requirements, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering, and other design services, for the preparation of the required drawings, specifications, and other design submittals required by the Contract Documents or necessary to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design services will be performed in Phase 1A and Phase 1B and, to the extent provided in the Contract Documents, Phase 2. The requirements of this Article 2 related to design services apply to design services performed in Phase 1A, Phase 1B, and Phase 2.

2.3 Standard of Care for Design Services.

2.3.1 The standard of care for all design services of the Work shall be, at a minimum, the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Nothing in Section 2.3 hereof will diminish any standard of care set forth in the Contract Documents.

2.4 Design Development Services.

2.4.1 Unless otherwise declined in writing by Owner, Design-Builder will provide interim design submissions for Owner's review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the proposed Project requirements. Interim design submissions shall be consistent with Owner's Project Criteria. On or about the time of the scheduled submissions, and at the times set forth in Exhibit C, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any requested changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Proposed changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to Owner and all attendees for review. Following the design review meeting, Owner shall review and respond to the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Exhibit C. If Owner states any objection or requires any revision to such interim design submissions or minutes, Design-Builder will revise them accordingly and resubmit them to Owner for a subsequent review. No changes to the Basis of Design Documents or prior design submissions are allowed without Owner's prior written approval. No proposed design submission will become a

Construction Document unless such design submission is adopted by Owner by the Phase 2 Contract Price Amendment or by Change Order.

2.4.2 Design-Builder shall submit proposed Construction Documents to Owner setting forth in detail drawings and specifications describing the proposed requirements for construction of the Work. The proposed Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. In addition to other meetings required by Exhibit C, the parties shall have a design review meeting to discuss, and Owner shall review and provide comments on, the proposed Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. No proposed Construction Documents will become Construction Documents unless and until such documents are adopted by the Phase 2 Contract Price Amendment or by Change Order. Once so approved, no changes to the Construction Documents are allowed without a Change Order. Design-Builder shall perform all construction Work in accordance with the approved Construction Documents and shall submit one complete set of approved Construction Documents to Owner prior to commencement of construction Work.

2.4.3 Owner's review or approval of, or comments or responses to, interim design submissions (e.g., Initial Design Report, 30-Percent Design Completion Documents, and 60-Percent Design Completion Documents), meeting minutes, and the proposed and approved Construction Documents is for the purpose of establishing a conformed set of proposed Contract Documents that will be adopted by the Phase 1B Contract Price Amendment, Phase 2 Contract Price Amendment, or by Change Order. Notwithstanding anything to the contrary in the Contract Documents, Owner's involvement in the development of the design (e.g., design review meetings or design decisions) – as well as Owner's review or approval of, or comments or responses to, any interim design submissions, meeting minutes, or proposed or adopted Construction Documents – shall not be deemed to transfer any design responsibility or obligations from Design-Builder to Owner, and will not relieve Design-Builder of its obligation to provide a set of Construction Documents in accordance with the Contract Documents and all applicable Legal Requirements. Notwithstanding any decision of Owner or consensus between Owner and Design-Builder as to any design concept, Design-Builder will independently verify that the resulting interim design submissions and the proposed and approved Construction Documents conform to all requirements of the Contract Documents and, as a minimum, Design-Builder's standard of care set forth in Section 2.3 hereof. If Design-Builder determines any such decision or consensus would cause any interim design submission or proposed or approved Construction Document to deviate from any Contract Documents or Design-Builder's standard of care, Design-Builder will immediately notify Owner in writing.

Owner's review or approval of, or comment on, any cost report or cost information (e.g., Cost Estimate or Cost Model provided for in Exhibit C, or any information included in such cost reports) will not give rise to any increase in the Contract Price or GMP, or an adjustment in the Contract Times, if actual costs are greater than Design-Builder's estimate.

Notwithstanding anything to the contrary in any Contract Document, Design-Builder will not rely on, and hereby disclaims any reliance on, any approval, response, or comment (or lack of any comment) by Owner on any design submission, meeting minutes, proposed or approved Construction Document, schedule, cost estimate, cost model, or similar documents. Design-

Builder will exercise its own independent judgment in assessing any document submitted to or provided by Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and proposed Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work. However, no construction may proceed thereon before Owner issues a Notice to Proceed with Phase 2 Services unless and until (i) the parties execute a Change Order authorizing such Work to proceed (such as an Early Works Amendment) and (ii) Owner provides written notice to Design-Builder specifically authorizing such Work to proceed.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and Contract Times shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if the parties execute a Phase 1B Contract Price Amendment or Phase 2 Contract Price Amendment, after the date of the Phase 1B Contract Price Amendment or Phase 2 Contract Price Amendment, respectively.

2.5.3 The Legal Requirements include, without limitation, all laws, rules, regulations, and requirements set forth in Section 1.4 of the Agreement, including but not limited to the requirements set forth in Exhibit D of the Agreement. Design-Builder will design and construct the Project, and provide all other Work, so that the maximum amount of costs are recovered or funded through federal or state grants or, if not available through grants, through federal or state loans.

2.5.3.1 In the event of any conflict of Legal Requirements, Design-Builder will notify Owner in writing and will advise Owner of the course of action that will result in the maximum amount recoverable through state or federal grants and loans.

2.5.3.2 As used in the Contract Documents, "Legal Requirements" will include any requirements of the Georgia Environmental Finance Authority or U.S. Environmental Protection Agency to enable Owner to qualify for and obtain funding through the funding sources set forth in Section 1.4 of the Agreement, whether such requirements are set forth in statutes, regulations, rules, policies, or guidance documents (including but not limited to the Georgia's Drinking Water State Revolving Loan State Environmental Review Process) established by the Georgia Environmental Finance Authority, Georgia Environmental Protection Division, or the U.S. Environmental Protection Agency.

2.5.3.3 As used in the Georgia Environmental Finance Authority's Supplemental General Conditions and American Iron and Steel Special Conditions, the term "Prime Contractor" will refer to Design-Builder.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Phase 2 Contract Price Amendment, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges, and inspection fees required for the prosecution of the Work by any governmental or quasi-governmental entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining permits on the Owner's Permit List as well as all approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Phase 2 Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide the supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities necessary to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of the Work.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor. In such case, the Contract Price or Contract Times shall be adjusted to the extent that Owner's decision impacts the Cost of the Work or time of performance, subject to the requirements and conditions of Article 10 and the notice provisions of Section 10.1 hereof. To the extent Owner identifies preapproved Subcontractors for a particular scope of Work in the Phase 2 Contract Price Amendment, Design-Builder may not substitute another Subcontractor to provide such Work without Owner's written consent. For each scope of work performed by a Subcontractor, unless Owner provides written consent otherwise, Design-Builder will provide at least three quotes or bids.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors, Sub-Subcontractors, and Design Consultants and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship (or any rights of a third-party beneficiary) between Owner and any Subcontractor, Sub-Subcontractor, or Design Consultant. Owner's selection or procurement of, or involvement with, the Owner's Procured Insurance creates no rights between Owner, on the one hand, and Design- Builder and any third parties, on the other. Design-Builder and its Subcontractors, Sub- Subcontractors, or Design Consultants, along with each of their employees and agents, shall have no claim against the Owner for any policy or related document, provision, decision, action or inaction, or coverage or lack of coverage arising out of or related to the Owner's coverage.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors, Sub-Subcontractors, and Design Consultants. Subject to the requirements of Section 2.7.7 hereof, if Owner performs other work on the Project or at the Project Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with such separate contractors so that the Project and the work of the separate contractors can be completed in an orderly and coordinated manner without unreasonable disruption or delay.

2.7.6 Design-Builder shall keep the Project Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent areas or facilities. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use. Such partial occupancy or use shall not constitute, or be asserted as evidence of, Substantial Completion or Final Completion.

2.7.7 Design-Builder is aware that the Project Site is adjacent to pump stations, treatment plants, and associated facilities in operation, and is aware that other construction projects may occur concurrently with the Project. Design-Builder will perform all Work in a manner that does not interfere or affect operation of such existing facilities or such concurrent construction projects and will coordinate with Owner to limit any unavoidable disturbance thereto. Design-Builder will consult with and inquire of Owner concerning any known or expected construction projects adjacent to the Project or on the Project Site. Design-Builder will schedule its Work to account for the conditions identified in this section, and acknowledges that no adjustment in the Contract Price, GMP, or the Contract Times.

2.7.8 Design-Builder also will comply with the requirements concerning Phase 2 in Exhibit C.

2.7.9 Design-Builder will design and construct the Project so that it will satisfy all performance standards and guarantees and so that the Project will meet the performance guaranties adopted by the Phase 2 Contract Price Amendment.

2.7.10 All of Design-Builder's requirements and obligations set forth herein as applicable to Phase 2 Services shall apply to the Work set forth in any Early Works Amendment.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 As a material obligation, Design-Builder will perform the Work in a safe manner so as to prevent damage, injury, or loss to (i) all individuals at the Project Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on the Project Site or off of the Project Site, and (iii) all other property at the Project Site or adjacent thereto. Design-Builder will remedy any damage to property caused by the Work. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Project Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Project Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors, Sub-Subcontractors, and others as applicable.

2.8.2 Design-Builder, Subcontractors, and Sub-Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage, or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all governmental or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under Section 2.8 hereof will not relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents; of good quality; in conformance with the Contract Documents; and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations after Substantial Completion, or failure to maintain the Work after Substantial Completion in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty that provides Owner with warranty rights greater than set forth in this section or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties no later than Substantial Completion. Nothing in this warranty limits or diminishes any other warranty established by or set forth in the Contract Documents.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to be not in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work, or within such longer period to the extent required by any specific warranty included in or required by the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days after receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal, or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies, may commence correction of such nonconforming Work with its own forces. If Owner performs such corrective Work, Design-Builder shall be responsible for all costs and damages incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven-day notice identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10 hereof applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for Owner's rights to damages arising from any nonconforming Work or any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3
Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its obligations in the time required hereunder.

3.1.2 Owner shall provide reviews and approvals of interim design submissions and Construction Documents within the turnaround times set forth in Exhibit C.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner knows to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Subject to Section 3.2.3, Owner shall provide the following to the extent such documents exist at the time of execution of the Agreement:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.3 A legal description of the Project Site;

3.2.1.4 To the extent available, record drawings of any existing structures at the Project Site; and

3.2.1.5 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, at the Project Site.

3.2.2 Owner is responsible for securing rights and executing all agreements with adjacent property owners that are necessary to enable Design-Builder to perform the Work. Design-Builder shall identify all such rights during Phase 1A or Phase 1B at such time that will provide Owner ample time to procure such agreements.

3.2.3 Owner makes no representation or warranty of any nature to Design-Builder concerning any information provided under Article 3 hereof, any information contained in Owner's Project Criteria, information or documents provided with or in connection with the Request for Proposals, or any other document or information provided by Owner. By the execution of the Agreement, Design-Builder acknowledges and represents that it has received, reviewed, and carefully examined such documents and information, has independently verified them and found them to be complete and accurate, and has not, does not, and will not rely upon any representation by the Owner.

3.3 Financial Information.

3.3.1 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other funding sources, including but not limited to GEFA, Georgia Environmental Protection Division, and the U.S. EPA.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill Owner's obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with notices described in Section 3.1.3. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner as to matters that do not require amendment of the Contract Documents. No observation or inspection by Owner will relieve, eliminate, or diminish Design-Builder's obligations under the Contract Documents, including but not limited to the obligation to perform all Work in accordance with the Contract Documents.

3.4.2 Design-Builder specifically acknowledges the constitutional, statutory, and contractual requirements that changes, modifications, and waivers to the Contract Documents must be in writing and executed by Owner in the manner set forth in the Contract Documents and in governing laws and ordinances. Accordingly, Design-Builder expressly acknowledges that Owner's Representative possesses no authority to bind Owner.

3.5 Governmental Approvals and Permits.

3.5.1 Owner shall obtain and pay for all permits, approvals, licenses, government charges, and inspection fees set forth in the Owner's Permit List.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining permits in Owner's Permit List, as well as governmental approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Project Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder to enable Design-Builder to timely complete the Work consistent with the Contract Documents. Nothing in this section will relieve Design-Builder of its obligations under Section 2.7.7 hereof and other provisions of the Contract Documents.

Article 4
Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Project Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and promptly notify Owner orally and in writing and, if required by Legal Requirements, all governmental or quasi-governmental entities with jurisdiction over the Project or Project Site as to Hazardous Conditions.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner provides written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all governmental and quasi-governmental entities having jurisdiction over the Project or Project Site as to Hazardous Conditions.

4.1.4 Design-Builder will be entitled, in accordance with and subject to these General Conditions of Contract (including the provisions of Section 10.1), to an adjustment in its Contract Price or Contract Times to the extent Design-Builder's cost or time of performance has been adversely impacted by the presence of Hazardous Conditions.

4.1.5 Notwithstanding the preceding provisions of Section 4.1 hereof, Owner is not responsible for Hazardous Conditions introduced to the Project Site by Design-Builder, Subcontractors, Sub-Subcontractors, or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend, and hold harmless Owner and Owner's officers, directors, employees, and agents from and against all claims, losses, damages, liabilities, and expenses, including attorney fees and expenses, along with any penalties, costs, or fees charged by any governmental entity, including but not limited to clean-up fees and remediation costs, arising out of or resulting from Hazardous Conditions introduced to the Project Site by Design-Builder, Subcontractors, Sub-Subcontractors, or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Project Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." Design-Builder acknowledges, warrants, and represents that it has visited the Project Site and has taken into consideration all conditions that might affect the Work, and that it has reviewed all Contract Documents (including Construction Documents) before submission or execution by Design-Builder, and has correlated personal observations and field measurements with the requirements and conditions of the Contract Documents and Construction Documents. Accordingly, no condition that was observed or should have been observed by Design-Builder, exercising reasonable diligence, in such efforts will constitute a Differing Site Condition. If Design-Builder encounters a Differing Site Condition, then subject to the requirements and conditions set forth in Article 10, Design-Builder will be entitled to an adjustment in the Contract Price or Contract Times to the extent Design-Builder's cost or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 As an additional condition to an adjustment in Contract Price or Contract Times granted by Section 4.2.1 herein, Design-Builder shall provide prompt written notice to Owner of such condition, but no later than five (5) days after such condition has been encountered or discovered, or should have been discovered, or before the Differing Site Condition has been substantially disturbed or altered, whichever occurs first. The notice requirement in this section is in addition to any other notice provision hereof (including but not limited to Sections 8.3 and 10.1 hereof).

Article 5
Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining insurance as set forth in Exhibit E to the Agreement. Coverage shall be secured from insurance companies eligible to do business in Georgia in accordance with state law and with a minimum rating set forth in Exhibit E of the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build exclusion or similar exclusions that could eliminate or compromise coverages because of the design-build delivery of the Project.

5.1.3 Design-Builder will comply with, and will ensure its Subcontractors, Sub-Subcontractors, and Design Consultants, as applicable, comply with, all other requirements of Exhibit E.

5.2 Bonds and Other Performance Security.

5.2.1 Design-Builder will provide bonds as set forth in the Agreement.

Article 6
Payment

6.1 Schedule of Values.

6.1.1 Within ten (10) days after execution of the Agreement for Phase 1A Services, execution of the Phase 1B Contract Price Amendment, execution of the Phase 2 Contract Price Amendment, and execution of an Early Works Amendment for Work designated thereunder, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The schedule of values will (i) subdivide the Work into its respective parts, with the level of detail satisfactory to Owner, (ii) include values for all items comprising the Work, and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work. During Phase 1A and Phase 1B, the schedule of values will reflect Work associated with Phase 1A and Phase 1B Services, respectively; during Phase 2, the schedule of values will reflect Work associated with Phase 2 Services; and for any Work under an Early Works Amendment, the schedule of values will reflect Work designated therein.

6.1.2 Owner will timely review and comment on the schedule of values, and if the schedule of values satisfactorily addresses all of Owner's comments, Owner will approve it so as not to delay the submission of the Design-Builder's first Application for Payment. Owner and Design- Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first Application for Payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents, including but not limited to documentation required by Section 8.6 of the Agreement and all receipts or other vouchers showing payments for materials and labor and payments to Subcontractors and, if applicable, Design Consultants. Except as otherwise specifically provided in the Contract Documents, (i) for Phase 1A Services, Phase 1B Services, and other Work compensated by a lump-sum price, the basis for payment of each line item in the schedule of values will be the percentage of completion of the Work within such line item, and (ii) for Phase 2 Services, the basis for payment for each line item in the schedule of values will be the Cost of the Work incurred to date for the Work within such line item; however, no amount paid therefor shall exceed the percentage of completion of such line item.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project only if Owner determines (in its sole discretion) that (i) the equipment and materials are suitably stored at either the Project Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance, and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 Design-Builder will advise Owner if advance-payment discounts are available from any Subcontractor or Sub-Subcontractor. Only if Owner elects in writing to not take advantage of such discount, Design-Builder may make early payment to qualify for the discount, and in such case, such discount shall accrue one hundred percent to Design-Builder. If Owner makes such election, and if Design-Builder advances payment to Design-Builder specifically to receive the discount, then Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought; provided, however, that this provision does not apply to any discount offered by a Related Party (as defined in the Agreement).

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work covered thereby has been performed consistent with the Contract Documents; has progressed to the point indicated therein, whether by percentage of completion or by Cost of the Work incurred, as applicable; and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.2.5 With each Application for Payment other than for Final Payment, Design-Builder will provide, as a condition to payment therefor, a fully executed Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment as set forth in Exhibit I.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts then due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment, or any prior Application for Payment or resulting payment was not proper, for any reason set forth in the Contract Documents (including but not limited to reasons set forth in Section 6.3 hereof), it will notify Design-Builder in writing. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and if applicable, the measures Design-Builder must take to rectify Owner's concerns. If the parties cannot resolve such Owner's concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.3.3 Owner may withhold payment, or nullify the whole or part of any previously approved Application for Payment, to such extent necessary to protect Owner from loss on account of any one or more of the following: (i) defective, deficient, or nonconforming Work; (ii) failure of Design-Builder to make payments due to Subcontractors, Sub-Subcontractors, or Design Consultants; (iii) reasonable evidence that third parties may assert claims against Owner due to negligence or breach by Design-Builder or others for whom Design-Builder is responsible; (iv) failure to maintain the schedule, (v) prior payment of amounts categorized as Cost of the Work when such costs did not constitute or no longer constitute Cost of the Work, including but not limited to costs excluded by Section 7.3.2 of the Agreement, or (vi) any other reason Owner may withhold, reduce, deduct, recoup, or setoff, or demand return of, payment under the Contract Documents or as permitted by law. When the grounds for withholding payment are remedied (if applicable), payment shall be made for amounts withheld because of them, less any resulting damages incurred by Owner.

6.3.4 If Design-Builder incurs any liability to Owner under the Contract Documents, Owner may withhold, recoup, or setoff such amount against any amount Owner would otherwise be obligated to pay Design-Builder.

6.3.5 Neither payment by Owner nor occupancy, in full or in part, of the Project by Owner will constitute an acceptance of the Work not in conformance with the Contract Documents.

6.4 Interest.

6.4.1 All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment or construction liens as set forth in Section 7.2 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days after Owner's receipt of Design-Builder's notice, or such longer period as Owner may reasonably require, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth the date of Substantial Completion of the Work or, if applicable, portion thereof. If Design-Builder provides such notice when Substantial Completion has not occurred, then Design-Builder will be liable to Owner for all costs incurred by Owner resulting from therefrom, including but not limited to additional amounts owed to Owner's consultants, advisors, and representatives. In addition, costs incurred by Design- Builder associated with such premature notice of Substantial Completion (including but not limited to any costs of re-performing tests, commissioning, and other Project close-out processes set forth in Section 3.18 and 3.19 of Exhibit C) will not qualify as Cost of the Work.

6.6.2 Retainage will be released as provided in the Agreement, Section 8.3.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete and, if so, will issue a Certificate of Substantial Completion for the portion of Work. Owner's use of a portion of the Work, or determination that such portion is Substantially Complete, will not constitute Substantial Completion of the Project as required by Section 6.6 (including specifically Section 6.6.7).

6.6.4 As an additional condition to Substantial Completion, all testing, commissioning, and start-up requirements set forth in Exhibit C (including but not limited to Section 3.19 therein) must have been completed and the Independent Certifier shall have verified to Owner that all such requirements have been satisfied and that all tests have passed.

6.6.5 As an additional condition to Substantial Completion, Design-Builder must have completed all training requirements, provided all operation and maintenance manuals, delivered all warranties, and provided all Record Documents (as defined in Exhibit C).

6.6.6 As an additional condition to Substantial Completion, Design-Builder must demonstrate that all premiums for insurance coverage that extends beyond Substantial Completion and Final Completion have been paid in full as required by Exhibit E.

6.6.7 Substantial Completion will occur no earlier than the date when all Work has been completed with the exception of minor Work that can be completed by the Final Completion Deadline and without interfering with Owner's use and operation of the entire Project at full capacity.

6.6.8 Owner may require Design-Builder to obtain the consent of its surety, using a form substantially similar to the form set forth in Exhibit J of the Agreement, for any payment made in connection with Substantial Completion or any payment that releases any retainage.

6.7 Final Payment.

6.7.1 When Design-Builder has achieved Final Completion, then after receipt of a Final Application for Payment from Design-Builder, Owner shall make Final Payment by the time required in the Agreement. The Final Application for Payment will include the same information and documents required for Applications for Payment for Monthly Progress Payments under Section 6.2 hereof.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide, as a condition to entitlement to Final Payment, the following information:

6.7.2.1 An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work that will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of Final Payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of Final Payment, which outstanding claims will be identified explicitly in such release;

6.7.2.3 Consent of Design-Builder's surety to Final Payment, using the form set forth in Exhibit J of the Agreement;

6.7.2.4 All operating manuals, warranties, and other deliverables required by the Contract Documents;

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents;

6.7.2.6 A fully executed Waiver and Release of Lien and Payment Bond Rights Upon Final Payment as set forth in Exhibit I of the Agreement.

6.7.3 Deficiencies in the Work discovered after Substantial Completion but before Final Completion, whether or not such deficiencies would have been included on the punchlist if discovered earlier, shall be corrected by Design-Builder as provided in Sections 2.9 and 2.10 herein. For such deficiencies, Owner shall be entitled to withhold from the Final Payment the amount set forth in Section 8.3.2 of the Agreement. Nothing in this section will limit or reduce Owner's rights under other sections of the Contract Document or other rights provided by law.

Article 7
Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any patent or copyright, under U.S. or foreign law, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information, and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages, costs, and expenses, including but not limited to attorneys' fees, incurred b y Owner or awarded against Owner in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not apply to the extent any suit, claim, or proceeding based on infringement or violation of a patent or copyright arising from modifications to the Work by Owner or its agents after Final Completion of the Work.

7.2 Payment Claim Indemnification.

7.2.1 Except to the extent caused by Owner's breach its contractual obligation to make payments to Design-Builder, Design-Builder shall indemnify, defend, and hold harmless Owner from any claims or liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes, or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or lien has been filed or asserted, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if directed by Owner, the furnishing of a lien-discharge bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and recover all costs and expenses incurred, including attorneys' fees, from Design-Builder.

7.3 Design-Builder's General Indemnification.

7.3.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend Owner, its officers, directors, and employees from and against claims, losses, damages, and liabilities, including attorney fees and expenses, for bodily injury, sickness, or death, and property damage or destruction, to the extent resulting from the negligent acts or omissions of, or breach of any provision of the Contract Documents by, Design-Builder, Design Consultants, Subcontractors, Sub-Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable.

7.3.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable has asserted or filed a claim against Owner, its officers, directors, employees, or agents, then Design-Builder's indemnity obligation set forth in Section 7.3.1 shall not be limited by any limitation on the amount of damages, compensation, or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or Sub-Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.3.3 Notwithstanding anything to the contrary in the Contract Documents, Design-Builder's obligation to indemnify, defend, or hold harmless any person or entity shall not be construed to require any obligation that would be prohibited by O.C.G.A. § 13-8-2.

7.3.4 Notwithstanding anything to the contrary in the Contract Documents, any obligation of Design-Builder to indemnify, defend, or hold harmless Owner, required by the Contract Documents, shall be deemed to include, in addition to Owner, each member of Owner's Board of Directors and Owner's employees. All such indemnitees are express and intended third- party beneficiaries of the Agreement.

Article 8
Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder will commence performance of the Work and achieve and satisfy all milestones and deadlines set forth in Article 6 of the Agreement, as may be amended or established by the Phase 1B Contract Price Amendment or the Phase 2 Contract Price Amendment, including but not limited to the Phase 1A Scheduled Completion Date, Phase 1B Scheduled Completion Date, Scheduled Substantial Completion Date, and the Final Completion Deadline.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work then on the critical path due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible (including but not limited to Subcontractors, Sub-Subcontractors, and Design Consultants) or as a result of Force Majeure Events (collectively, "Delay Events"), then the affected Contract Times shall be reasonably extended by Change Order. Unless a Delay Event is caused solely by the breach of the Contract Documents by Owner, such extension of the affected Contract Times shall be Design-Builder's sole and exclusive remedy for the Delay Event. If a Delay Event is caused solely by a breach of the Contract Documents by Owner, then Design-Builder will be entitled to, as its exclusive remedy and subject to conditions to and limitations on such remedies as provided in the Contract Documents: (i) a reasonable extension of affected Contract Times and (ii) an equitable increase in the GMP and the affected Contract Price, without any duplication. During Phase 1A or Phase 1B, such equitable increase in Contract Price is limited to the Phase 1A Contract Price or Phase 1B Contract Price, respectively. During Phase 2 or, if earlier, while any Work under an Early Works Amendment is performed, such equitable increase in Contract Price is limited to the incremental increase in the Cost of the Work, plus the increased General Conditions Amount resulting from such increase but no increase in Design-Builder's Fee, that result solely from such Delay Event. In each phase, the equitable increase in Contract Price is subject to the requirements of Section 9.4 herein. Without limiting or affecting any other requirement or condition thereto, any extension of Contract Times or increase in Contract Price or GMP provided for herein is subject to the notice provisions of Section 10.1.

8.2.2 Weather: Design-Builder represents and warrants that it has anticipated and included in its schedule and pricing (including the GMP and Contract Price for each phase) the Anticipated Weather Days set forth in the Phase 2 Contract Price Amendment, or if not include therein, the Anticipated Weather Days will be the number days each month that weather should be reasonably expected to interfere with the Work anticipated at such time. If otherwise permitted under Section 8.2.1, an extension of the affected Contract Times is permitted for adverse weather conditions only to the extent, during any month, adverse weather conditions actually impacted the Work on the critical path more days than the Anticipated Weather Days for such month.

8.3 Extensions of Contract Times.

8.3.1 If any provision of the Contract Documents requires an extension of Contract Times (including but not limited to Section 8.2), subject to all other conditions thereto, the amount of the extension will be determined based on, and will be limited to, the number of days the Work was affected at a time when such Work was on the critical path of the Project. Notwithstanding anything to the contrary in the Contract Documents, in determining the critical path, Owner will not be bound by any schedule submitted by Design-Builder or reviewed or approved by Owner. To the extent Design-Builder is entitled to an increase in the Contract Price or GMP associated with a Delay Event, the requirements and limitations of Section 8.3 apply to determine the extent of the associated delay.

8.3.2 As additional conditions to entitlement for an extension of any Contract Times granted by the Contract Documents (along with any associated increase in the Contract Price or GMP authorized by Section 8.2 herein), Design-Builder must demonstrate that (i) the delay (including a Delay Event) extended the critical path of Work; (ii) Design-Builder has taken all reasonable actions to mitigate the effects of such delay events; (iii) the fault or negligence of Design-Builder (or its Subcontractors, Sub-Subcontractors, or Design Consultants) did not contribute to such delay; and (iv) Design-Builder has provided the required notice within the time required by the Contract Documents (including but not limited to Section 10.1 hereof).

Article 9
Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 Without invalidating the Agreement, Owner may order and direct changes in the Work, without notice to Design-Builder's surety or sureties, as provided in Article 9 hereof. A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work or modification of the Contract Documents;

9.1.1.2 The amount of the adjustment to the Contract Price or GMP, if any; and

9.1.1.3 The extent of the adjustment to the Contract Times, if any.

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents as modified by terms of the Change Order. Except for minor changes in the Work under Section 9.3, no changes will be made to the Work without a Change Order or Work Change Directive, as set forth in Article 9 hereof. If Design-Builder makes any change to the Work without a Change Order or Work Change Directive, then (i) it will not be entitled to, and hereby waives, any right to an adjustment in the Contract Price, GMP, or Contract Times, and (ii) in addition to all other remedies for breach provided by the Contract Documents, Owner may, in its sole discretion, direct Design-Builder to bring the Work into compliance as provided in Section 2.10 herein, and in such event, the cost thereof will not constitute Cost of the Work.

9.1.3 If Owner requests, in writing, a proposal for a change in the Work from Design-Builder, then Design-Builder will provide a proposal for such change in the Work, which will include the proposed increase in Contract Times and GMP, along with a proposed Change Order to be reviewed and, if accepted, executed by Owner. If requested by Owner, Design-Builder will include an itemized cost breakdown of the associated cost increases and decreases, along with all documents associated with such costs (e.g., quotes from Subcontractors and Sub-Subcontractors). If requested by Owner, Design-Builder may propose a lump sum for the proposed change.

Design-Builder will provide such proposal promptly to prevent any delay in the Work. If Owner requests, in writing, a proposal for a change in the Work, and such request indicates Owner will reimburse Design-Builder for costs incurred in developing the proposal, and if Owner subsequently elects not to proceed with the change, then the parties will execute a Change Order to reimburse Design-Builder for reasonable costs incurred for estimating services, design services, and other services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 Design-Builder's execution of a Change Order will be conclusive evidence of Design-Builder's agreement to the changes in the Work or Contract Documents stated, to any adjustment in Contract Price or GMP, and to any adjustment to the Contract Times. By executing a Change Order, Design-Builder waives and releases any claim against Owner for additional Contract Times or an increase in Contract Price or GMP for matters relating to or arising out of or resulting from the Work included within or affected by the Change Order, except as explicitly stated in the Change Order.

9.1.5 If a Change Order does not specify the adjustments set forth in Sections 9.1.1.2 or 9.1.1.3, or if the specified adjustments are blank, then Design-Builder will be entitled to no adjustment in Contract Price, GMP, or Contract Times.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price or GMP or the Contract Times. Work Change Directives may modify, increase, or decrease the scope of Work.

9.2.2 Owner and Design-Builder shall attempt to negotiate adjustments to the Contract Price or GMP or the Contract Times, as applicable, for the Work Change Directive. If the parties reach an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement. If the parties cannot reach an agreement, Design-Builder will perform the Work Change Directive and, subject to the requirements and limitations of Article 10, will receive (i) subject to Section 8.3, an adjustment in Contract Times and (ii) as provided in Section 9.4.1, an adjustment in the Contract Price or GMP. No adjustment in Contract Times or Contract Price or GMP will be permitted for any Work Change Directive to the extent any change in the Work is caused by or associated with a breach by Design-Builder of any provision of the Contract Documents

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price, GMP, or Contract Times and do not materially and adversely affect the Work, including the design, quality, performance, or workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, but Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder. Design-Builder shall not make any minor change in the Work that affects any performance standard or criteria set forth in the Project Technical Requirements (Exhibit B) or Scope of Design-Builder Services (Exhibit C).

9.4 GMP Adjustments.

9.4.1 The increase or decrease in Guaranteed Maximum Price resulting from a Change Order or Work Change Directive shall be determined by one or more of the following methods:

9.4.1.1 Any method provided for in the Change Order;

9.4.1.2 Unit prices set forth in the Agreement or as subsequently agreed to, in writing, between the parties;

9.4.1.3 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner, provided that such lump sum is authorized by Change Order;

9.4.1.4 Costs, fees, and any other markups, if any, set forth in the Agreement; or

9.4.1.5 If an increase or decrease cannot be agreed to as set forth in Sections 9.4.1.1 through 9.4.1.4 and Owner issues a Work Change Directive, then the net increase in the Cost of the Work resulting from the Work Change Directive.

9.4.2 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the Cost of the Work to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree, and Owner directs Design-Builder to perform the services in accordance with Owner's interpretations, then Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the Contract Price, GMP, or Contract Times on account of emergency work shall be determined as provided in Article 9 hereof.

Article 10
Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 Notwithstanding anything to the contrary in the Contract Documents, if Design-Builder asserts a claim for relief against Owner, as a condition precedent to any remedy or recovery on such claim, it shall provide written notice to Owner of the basis for its claim for relief within the time provided in Section 10.1. In addition to any earlier notice required for such claim under any other provision of the Contract Documents, Design-Builder will provide such written notice no later than five (5) days after the occurrence of the event or condition giving rise to the claim, or after Design-Builder reasonably should have observed or discovered such event or condition, whichever is earlier. Such notice shall (i) include sufficient information to advise Owner of the occurrence, event, or condition giving rise to the claim for relief, the specific contractual adjustment or relief requested, and the basis of such request; (ii) shall be hand delivered or sent via certified mail (return receipt requested) to each one of Owner's Representatives identified in Section 10.1 of the Agreement; and (iii) be clearly marked as a claim, with the heading or subject line that identifies the notice as a "Claim." Failure to provide the notice required, within the time required, under this section will constitute a waiver, release, and discharge of any claim, and any remedy or recovery for such claim.

10.1.2 In addition to all other requirements and conditions set forth in the Contract Documents, any claim for an adjustment in Contract Times shall comply with all requirements and conditions of Sections 8.2 and 8.3 hereof. For such a claim, the notice required by Section 10.1 will also include the number of days claimed, the cause of any delay (e.g., Delay Event), the affected schedule activities, and information to demonstrate critical path was extended.

10.1.3 In addition to all other requirements and conditions set forth in the Contract Documents, any claim for an adjustment in the GMP or Contract Price shall comply with Section 9.4 hereof. For such a claim, the notice required by Section 10.1 will also include the amount claimed, the basis for calculating the amount, and all documentation to support entitlement to and calculation of the amount claimed.

10.1.4 Design-Builder will update the information provided under this Section 10.1 on a monthly and at any time requested by Owner. With regard to any claim for relief, whether valid or waived hereunder, Design-Builder will provide all information and documentation reasonably requested by Owner concerning entitlement to relief or quantity of such claim.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all reasonable times so as to avoid or minimize disputes or disagreements. If disputes or disagreements arise, Design-Builder and Owner each will endeavor to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative, which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise in writing.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the written request of either party, shall meet as soon as is convenient, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days' prior to any meetings between the Senior Representatives, the parties will exchange relevant, non-privileged information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit, within thirty (30) days of the conclusion of the meeting of Senior Representatives, the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days after the submission of the dispute to mediation.

10.2.5 If at any stage of dispute resolution, the parties reach a resolution of a dispute or disagreement, then the parties will memorialize such resolution by a Change Order or other written amendment executed by both parties.

10.3 Litigation.

10.3.1 Any claims, disputes, or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by litigation in the Superior Court of Glynn County. Design-Builder waives any objections to venue in such court.

10.4 Duty to Continue Performance.

10.4.1 Notwithstanding anything to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work, and Owner shall continue to satisfy its payment obligations not in dispute, pending the final resolution of any dispute or disagreement between Design- Builder and Owner.

10.5 Consequential Damages.

10.5.1 NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 AND SECTION 10.5.3), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION, OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 will not affect the payment of liquidated damages set forth in Section 6.4 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner for damages that might otherwise be deemed to be consequential.

10.5.3 The consequential damages limitation set forth in Section 10.5.1 does not apply to claims against Design-Builder to the extent covered by insurance required to be procured by Design-Builder under the Contract Documents or to any claims against Design-Builder for indemnification under Article 7.

Article 11
Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or, in the aggregate, more than ninety (90) days during any phase of the Project.

11.1.2 Subject to the limitations on such adjustments contained Article 9, Design-Builder is entitled to seek an adjustment of the Contract Price, GMP, or Contract Times if its cost or time required to perform the Work has been adversely impacted by any suspension or stoppage of the Work by Owner under Section 11.1.1.

11.2 Owner's Right to Perform and Terminate for Cause or Suspend for Cause.

11.2.1 If Design-Builder fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Times, as such times may be adjusted as provided by the Contract Documents, or (vi) perform or comply with any obligation under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Section 11.2 hereof.

11.2.2 Upon the occurrence of any event, condition, or breach set forth in Section 11.2.1, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless, within seven (7) days after Design-Builder's receipt of such notice, (i) such occurrence is cured, or (ii) Design-Builder commences and diligently pursues the cure of such occurrence, and such occurrence is cured within thirty (30) days or such longer time as Owner designates in the notice. However, no such notice is required if Design-Builder fails to comply with any Legal Requirements or if Owner previously has sent notice of a similar occurrence. If Design- Builder fails to satisfy the requirements of such notice – or if the occurrence cannot be cured – within such time, then Owner may terminate the Agreement for default by providing written notice to Design-Builder thereof. Design-Builder's cure of such occurrence will not affect Owner's remedies or right to recover for any damages resulting from such occurrence.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances, and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns, and sets over to Owner for such purpose, and to employ any persons or entities to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of termination pursuant to Section 11.2.2, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price (up to the GMP) exceeds the cost and expense incurred by Owner in completing the Work, then such excess shall be paid by Owner to Design-Builder. In determining the unpaid Contract Price under this section, Design-Builder will be entitled only to the Contract Price associated with Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price (up to the GMP), then Design-Builder shall be obligated to pay the difference to Owner within ten (10) days after demand therefor. Owner's "cost and expense," as used in this section, shall include not only the cost of completing the Work, but also all losses, damages, costs, and expense, including attorneys' fees and expenses, incurred by Owner resulting from the event, condition, or breach set forth in Section 11.2.1; in connection with the reprocurement of Work; or in defending against claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 9 of the Agreement.

11.2.5 For any reason identified in Section 11.2.1 or based on its observation that such reason may have occurred, Owner may suspend the Work by providing written notice thereof and the reason in Section 11.2.1 for the suspension. The suspension will last until Owner determines that the event, condition, or breach is cured. If it is subsequently determined that the reason for the suspension was invalid, then subject to the conditions and requirements of Section 10.1 hereof, Design-Builder may seek an adjustment in Contract Times for the suspension and an adjustment in the GMP or Contract Price for any additional Cost of the Work resulting from such delay, but only to the extent any portion of the suspension resulted from the invalid reason. If the reason for the suspension is subsequently determined to be valid, then Design- Builder will be entitled to no adjustment in Contract Times or GMP.

11.3 No Right to Stop Work.

11.3.1 During the pendency of any dispute, including any dispute concerning payment, without prejudice to any remedies provided in the Contract Documents, Design-Builder shall continue to perform the Work and all other obligations under the Contract Documents.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder may terminate the Agreement for cause for the following reasons:

11.4.1.1The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during any phase of the Project, because of court order, any governmental authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, but only if such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents that result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during any phase of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder shall, as a condition to termination under Section 11.4, provide written notice to Owner that it intends to terminate the Agreement unless the occurrence cited is cured, or commenced to be cured, within thirty (30) days after Owner's receipt of such notice. If Owner fails to cure, or fails to reasonably commence to cure, such occurrence, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven-day period. If Owner, within such seven-day period, fails to cure, or reasonably commence to cure, such occurrence, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 9 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under Article 11 hereof.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law or equity, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract. In addition, nothing in the Contract Documents limits, impairs, or restricts Owner's rights under the performance bond.

Article 12 Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications, and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder, and others in electronic media as an alternative to paper hardcopies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Design-Builder shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated, or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 5 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.2.4 Nothing in Article 12 hereof affects Design-Builder's obligations under Section 7.1.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of risk in the use of Electronic Data for the communication of design and construction information. Design-Builder shall require its Subcontractors, Sub-Subcontractors, and Design Consultants to agree, to the protocols, terms and conditions set forth in Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless a prior agreement is made in advance in writing.

12.3.3 Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data.

12.3.5 Nothing in Article 12 hereof reduces, diminishes, or affects Design-Builder's obligations under the Contract Documents to ensure the Construction Documents comply with all requirements of the Contract Documents and the applicable standard of care. Transmission of the Electronic Data via electronic means shall not invalidate or negate any duties or obligations pursuant to the Contract Documents or the applicable standard of care with respect to the creation of the Electronic Data or the transmission of same, unless such data is materially changed or altered after it is transmitted to the receiving party and the transmitting party did not participate in such change or alteration.

Article 13
Miscellaneous

13.1 Assignment.

13.1.1 Design-Builder shall not, without the written consent of Owner, assign, transfer, or sublet any portion or part of the Agreement or Contract Document, or delegate the obligations under the Contract Documents. Any such attempted assignment, transfer, subletting, or delegation will be void and of no force or effect.

13.2 Successorship.

13.2.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties their and successors and assigns.

13.3 Governing Law.

13.3.1 The Agreement and all Contract Documents shall be governed by the laws of State of Georgia, without giving effect to rules governing conflicts of law.

13.3.2 Certain records of the Project and the Work are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq*.

13.4 Severability and Entire Agreement.

13.4.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.4.2 The Agreement supersedes all prior negotiations, discussions, statements, and agreements between Owner and Design-Builder and constitutes the full, complete, and entire agreement between Owner and Design-Builder concerning the subject matter thereof.

13.5 No Waiver.

13.5.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required of the other under the Contract Documents shall not constitute or be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.6 Headings.

13.6.1 The headings used in the Contract Documents are for ease of reference only and shall not be construed to limit or alter the meaning of any provision.

13.7 Notice.

13.7.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid, to the address indicated in the Agreement; or by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.8 Amendments.

13.8.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.8.2 No changes or amendments to the Contract Documents are permitted by verbal or oral statements, by course of conduct of the parties, or by custom of the trade.

13.9 Other Provisions

13.9.1 Design-Builder is an independent contractor of Owner. Nothing contained in the Contract Documents shall be construed to create a partnership, joint venture, or agency relationship between Owner and Design-Builder. Design-Builder owes Owner the duties of good faith, trust, confidence, and candor, and must exercise a high standard of care in managing money and property of Owner in connection with the Project. Design-Builder shall perform the Work in the most economical manner that is consistent with the Owner's objectives and the Contract Documents.

13.9.2 Design-Builder affirms its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90 *et. seq*. Design-Builder warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Design-Builder further agrees that it will contract for the physical performance of services required by the Contract Documents only with Subcontractors that present an affidavit as required by O.C.G.A. § 13-10-91. Design-Builder warrants that it will include a similar provision in all contracts entered into with Subcontractors for the physical performance of services for the Project.

13.9.3 Owner's rights and remedies provided for in the Contract Documents shall be cumulative and shall be in addition to every other right or remedy provided for in the Contract Documents, at law, or in equity, or by statute or otherwise. The exercise or beginning of the exercise of any one or more of the rights or remedies shall not preclude the simultaneous or later exercise of any other rights or remedies. Owner's rights and remedies hereunder shall survive any termination.

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Exhibit A – Project Planning Document

Contents

Project Background and Purpose

Project Background

The Brunswick-Glynn Joint Water and Sewer Commission (BGJWSC) is the public water and sewer provider for the City of Brunswick and unincorporated Glynn County. BGJWSC operates three existing water pollution control facilities (WPCF): Academy Creek, Dunbar Creek, and South Port. The Academy Creek WPCF receives flow from areas in mainland Glynn County from downtown Brunswick to the Highway 99 corridor in north Glynn County. Glynn County has experienced consistent growth in residential and commercial construction over the past 5 years, with a large portion of the residential growth occurring along the Highway 99 corridor. There are planned and approved commercial development projects at or near Exit 42 of Interstate 95 that potentially will accelerate commercial development in the region as well. There is one major undeveloped industrial tract (the Tradewinds Industrial Park) that is expected to continue to receive interest from potential industrial development, particularly in conjunction with the development of the Bryan County Metasite.

BGJWSC needs to proactively prepare for increasing wastewater flows in the Exit 42 and Highway 99 area to provide more cost-effective conveyance and treatment options while maintaining adequate downstream capacity in the existing Academy Creek WPCF collection system for ongoing growth in the City of Brunswick and Glynn County.

Purpose

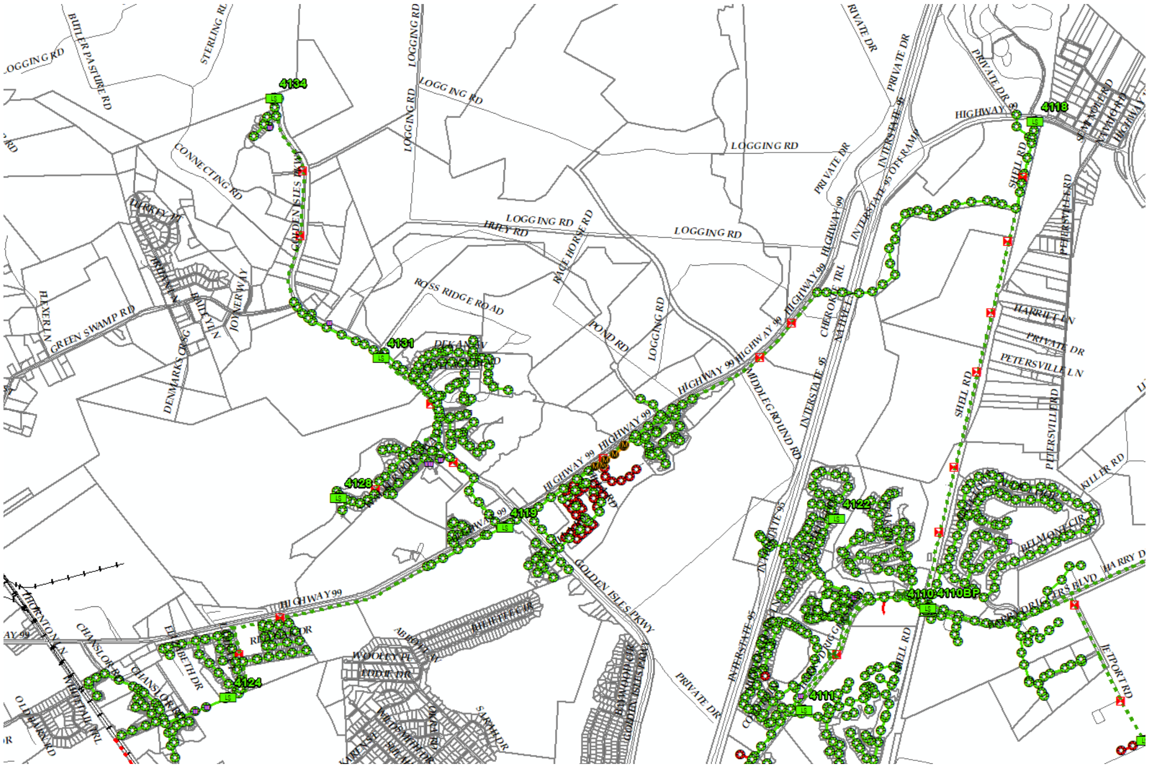
The purpose of the Preliminary Engineering Report (PER) is to outline the project goals, potential design elements, and equipment preferences of the BGJWSC prior to procurement of engineering and construction services.

Prospective design-build teams should utilize this information to determine interest in assisting BGJWSC with this project. This information should further be utilized in development of engineering design plans and pre-construction services as part of the progressive design-build project.

Existing Conditions

Existing Collection System for Exit 42 and Highway 99

The existing collection system for the proposed area includes 6 pumping stations, 4 upstream of one regional pump station and a separate regional pump station. The existing collection system includes approximately 71,000 linear feet of gravity sewer and 32,000 linear feet of force main. Growth in this area has all occurred in the past 20 years, so the collection system includes only moder materials.



Current Flows

PS 4118 and 4119 are the regional pump stations that serve this area. PS 4118 is located at the end of Shell Road near Highway 99 and the new Buc-ees. PS 4119 is located near the intersection of Golden Isles Parkway and Highway 99. Currently these stations serve 1,487 REUs inclusive of all upstream pump stations. Utilizing the countywide average of 2.6 persons per household and 100 gallons per capita day, the total current expected flow from the upstream stations is:

$$Current\ Customer\ Base = 1{,}862\ REUs * 2.6\frac{persons}{household} * 100\ gpcd = 484{,}120\ gallons\ per\ day$$

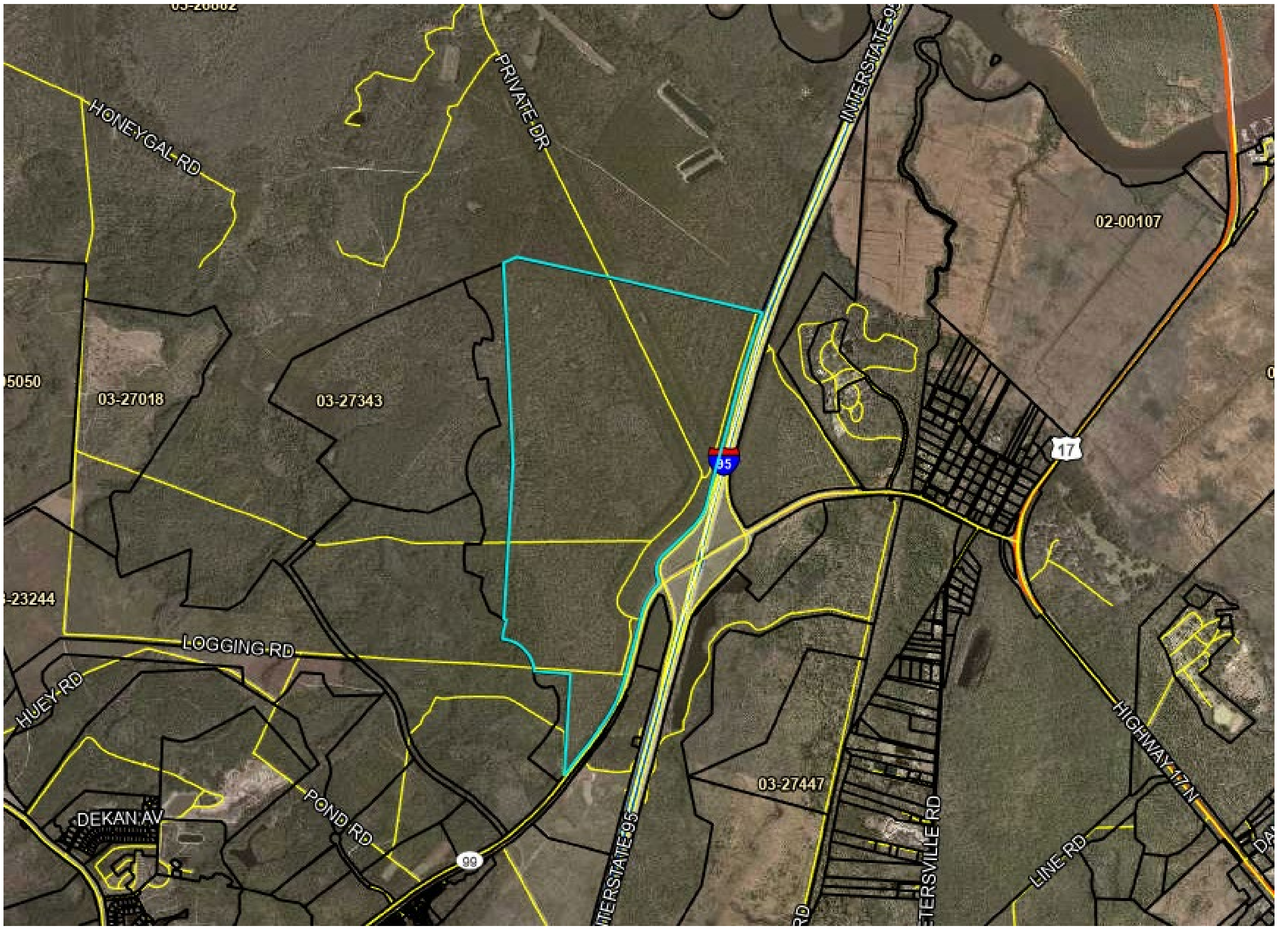
The BGJWSC uses the Fair Geyer peaking factor for calculation of peak flows. The calculated peaking factor is shown below:

$$Peaking\ Factor = \frac{18 + \sqrt{4.84}}{4 + \sqrt{4.84}} = 3.26$$

$$Peak\ Flow\ Rate = 0.484\ MGD * 3.26 = 1.58\ MGD$$

Proposed Plant Property

The BGJWSC has entered into an agreement with the owners of Glynn County Parcel Number 03-12846 to acquire approximately 20 acres in the northwest corner of the property for the construction of the new facility. Boundary and topographic surveys of the property are shown in the attachments. A snapshot of the property location is shown below:



As part of the agreement, the current property owner has installed gravity sewer to allow the main entrance road of the property to eventually serve the new treatment facility. Gravity sewer will not be installed the full distance to the site at this time. The BGJWSC will have to extend the gravity sewer into the facility.

The owners of the larger parcel are currently installing a force main under I-95 that will be utilized to reroute PS 4118 to the new facility upon completion. With the reversal of this force main, both PS 4118 and 4119 will discharge into the onsite gravity system that will need extension as part of the plant construction.

Wasteload Allocation

The existing customer base that will utilize this facility is entirely domestic wastewater. There are no current industrial wastes discharging in the collection system that will be rerouted to the facility. However, industrial development is possible at the Tradewinds Industrial Park. Depending on the type of industrial development, pretreatment requirements may be placed upon the industrial customer. Based on the existing customer base, influent wastewater characteristics are anticipated to be typical of domestic wastewater.

The BGJWSC has requested an updated wasteload allocation (WLA) from Georgia EPD, which has not been received. However, communication with EPD indicates that limits should not be significantly different than the most recently updated WLA provided.

Those limits are shown below:

Constituent/Parameter (Units)	Limits	Reuse Limits
Effluent Flow Rate (MGD)	5.0	5.0
Five-Day Biochemical Oxygen Demand (mg/L)	5.0	5.0
Ammonia, as N (mg/L)	2.0	--
Dissolved Oxygen, Minimum (mg/L)	5.0	--
Total Residual Chlorine (mg/L)	0.5	--
Total Suspended Solids (mg/L)	20	5
Fecal Coliform Bacteria (#/100 mL)	200	23
Total Phosphorus, as P (mg/L)	1.0	--
pH (s.u.)	6.0-9.0	6.0-9.0
Ortho-Phosphate, as P (mg/L)	Monitor	--
Nitrate-Nitrite, as N (mg/L)	Monitor	--
Total Kjeldahl Nitrogen, as N (mg/L)	Monitor	--
Organic Nitrogren, as N (mg/L)	Monitor	--
Turbidity, Daily Maximum (NTU)	--	3

One expected change from the WLA is the requirement for Enterococci testing in accordance with EPD's Coastal Permitting Strategy. The BGJWSC has provided the Antidegradation Analysis to Georgia EPD for review and has adjusted based upon comments received from EPD. The selected Design-Builder will be expected to continue the permitting process from this point.

Proposed Facility

Projected Flow Rates

Growth in the Highway 99 remains very strong. Based on developments that have engineering design underway, there are approximately 3,000 additional REUs that will be served by this new facility. Timelines for the construction of these new connections is impacted by a variety of factors outside of the control of the BGJWSC. However, it will likely be at least 20 years before all of these customers will need access to the public sewer system.

$$Proposed\ Customer\ Base = 1{,}862\ Existing\ REUs + 3{,}048\ Planned\ REUs = 4{,}910\ REUs$$

$$Daily\ Flow\ Rate = 4{,}910\ REUs * 2.6\frac{persons}{household} * 100\ gpcd = 1.28\ MGD$$

$$Peaking\ Factor = \frac{18 + \sqrt{12.77}}{4 + \sqrt{12.77}} = 2.85$$

$$Peak\ Flow\ Rate = 1.28\ MGD * 2.85 = 3.64\ MGD$$

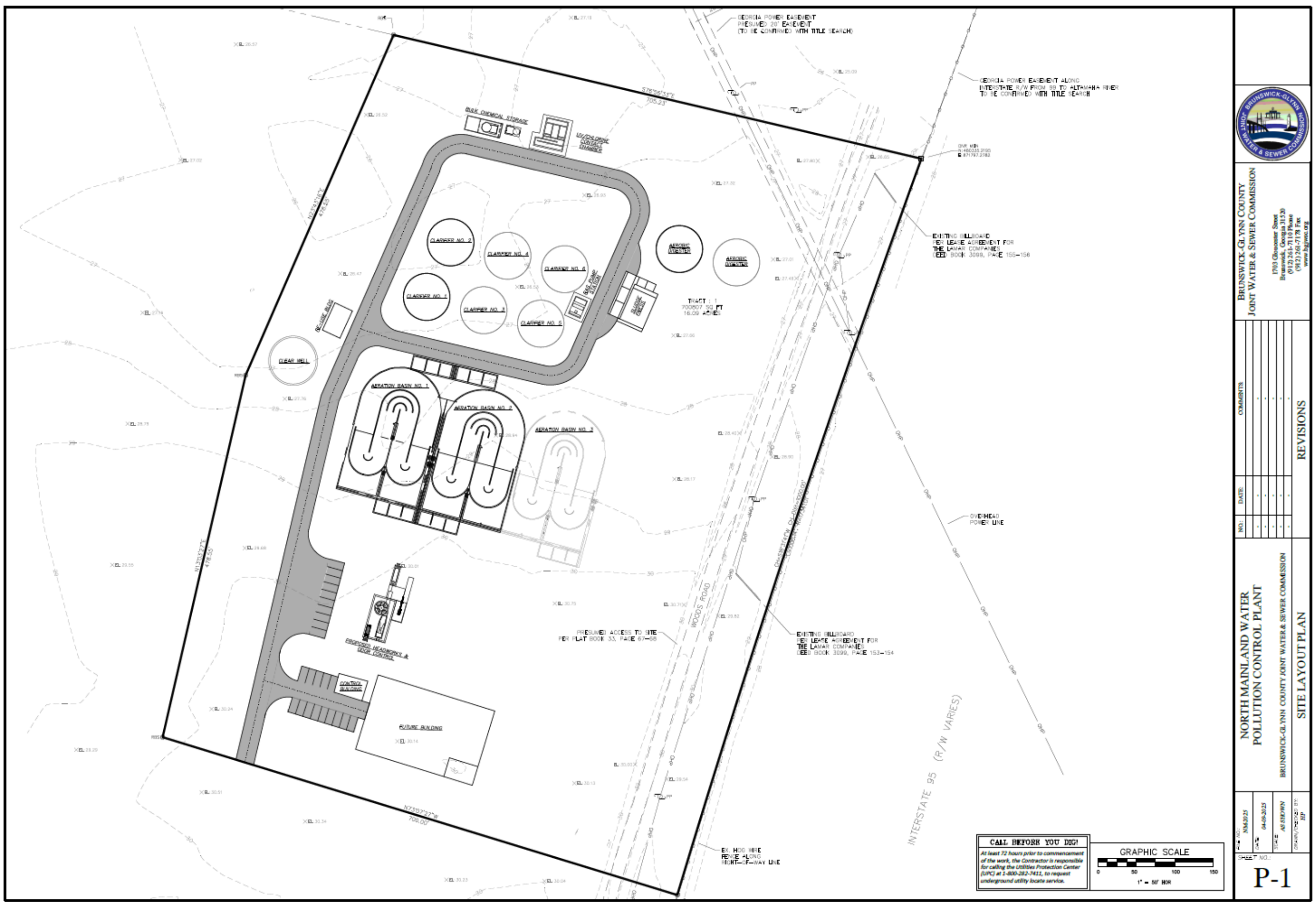
Given these factors, the BGJWSC proposes construction of a 1.5 MGD facility on the property with expansion capabilities to 3.0 (or higher) MGD should development dictate an increase in required capacity. The initial facility should be configured to allow future expansion with minimal modification or disruption to the operating facility. The site layout should facilitate the efficient addition and connection of future treatment capacity.

Processes Under Consideration

The BGJWSC is considering both the Carrousel System and the Orbal System for the new facility, due to ease of operation and lower maintenance costs. The BGJWSC currently operates an existing Carrousel System at the BGJWSC's South Port facility. The Carrousel process is preferred at this time, but the Orbal process will be considered to ensure a cost-effective solution is determined.

Potential Site Layout

The layout below is not necessarily required to be maintained. However, these are suggestions about how to lay the facility out to include maintaining a buffer near adjacent residences.



Equipment Selection Preferences

Below is a list of manufacturers considered acceptable by BGJWSC for the major equipment types anticipated for the facility. Other manufacturers may be considered during engineering; however, BGJWSC desires to avoid unnecessary project delays associated with equipment evaluation and selection. Furthermore, major equipment items may be ordered directly by BGJWSC during the project once selection and engineering is confirmed. Prospective design-build teams will be responsible for assisting with selection, storage, installation, and start-up of equipment items that are owner-procured.

Equipment	Acceptable Manufacturers
Influent Pumps	Flygt, KSB, Sulzer
Influent Screening	Vulcan, Headworks International
Grit Removal	Huber, Smith and Loveless, Hydro International
Treatment Process	Ovivo, Xylem
Clarifiers	Evoqua, Walker, Ovivo, WesTech
RAS	Flygt, KSB, Sulzer
Cloth Media Filters	Aqua-Aerobic Systems, Beacon Water Technologies
UV Disinfection	Trojan
Belt Filter Presses	Andritz, BDP, Komline-Sanderson
Odor Control	BioRem, BioAir, EcoVerde

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Exhibit B – Project Technical Requirements

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Exhibit B

Project Technical Requirements

for

North Mainland Water Pollution Control Facility

Brunswick-Glynn Joint Water and Sewer Commission

September 2026

Table of Contents

1. Introduction

This document provides a summary of the minimum project technical requirements that must be followed by the selected Design-Builder for design of the North Mainland Water Pollution Control Facility (Project) being undertaken by the Brunswick-Glynn Joint Water and Sewer Commission (Owner). The selected Design-Builder will utilize the requirements set forth in this document in concert with other technical requirements contained in the Basis of Design Report (see Exhibit A – Project Background Document) and other available information to develop a design that meets the Owner's Project Criteria. Additional technical requirements for the Project will be developed by the selected Design-Builder in collaboration with the Owner during design of the Project.

The design must meet the latest requirements of the International Building Code (as adopted by the State of Georgia), as well as other applicable local, state, and federal requirements and design standards in effect at the time when construction begins.

2. General Facility Area and Layout Requirements

- Design the new WPCF and roadway geometry to suit all reasonably foreseeable delivery and service vehicles; develop a functional infrastructure arrangement in which each building's function and the access requirements for maintenance vehicles are defined.
- Ensure adequate access to all equipment and plan pathways in the same manner as the roadways.
- Undertake emergency access planning, considering requirements for ingress and egress routes for ambulances, fire trucks and other safety personnel into the roadways and pathways design to ensure that distances are not excessive between any point where accidents or fires could occur and a roadway accessible to the appropriate emergency vehicle.
- Consult any applicable Governmental Authority early in the design process to facilitate their input.
- Consider piping distances, wherever possible minimizing distances and bends of all piping arrangements.
- Consider future requirements, including making reasonable allowances in accordance with Good Industry Practice for the installation and tie-in of future pipes, conduits, access ways, tanks, treatment processes, buildings, and other infrastructure.

3. General Arrangements Requirements

- Provide at least 4 feet of clearance in front of any equipment face or panel requiring maintenance.
- Minimize piping located above equipment to facilitate lifting.
- Provide permanently installed lift equipment with motorized overhead hoists where equipment component masses exceed 100 lb and when frequent lifting for maintenance is required.
- Allow adequate space for control panels and consider the control wiring and power wiring servicing in the layout and provide sufficient space.

- Arrange pumps to minimize the distance, length of suction pipe, and number of bends through which the liquid must be conveyed.

4. General Yard Piping Requirements

- Design all pipe support/restraint systems.
- Provide for maintenance of piping and process elements.
- Follow recommendations of the Hydraulic Institute for all piping and equipment installations.
- Provide gates and valves as necessary to isolate, dewater and drain each treatment process for maintenance and provide functionality (bypasses, redundancy, etc.) to bypass major equipment in the event that treatment process units have to be removed from service for maintenance.
- Ensure that the hydraulic elements are able to convey the expected peak flows to the appropriate process units.
- Design piping using Good Industry Practice to calculate and minimize excessive friction losses.
- Design to minimize solids deposition and debris accumulation in all pipes under all conditions.

5. Piping Arrangement Requirements

- Arrange sidewall pipe racks so they do not contain more than three pipes nor are more than 5 feet wide and, if the headroom over a pipe rack is not sufficient for personnel to access and remove interior pipes, limit pipe rack width to 3 feet.
- Make wall penetrations perpendicular to the wall whenever possible.
- Make full allowance in design of the piping for expansion and contraction due to temperature changes as required to suit the intended service.
- Provide sludge piping with smooth flow fittings and long radius elbows and bends.
- Place flanges, grooved joint couplings, and unions at appropriate spacing to allow pipe disassembly and minimize the length of runs between disassembly points for piping that may be prone to plugging.
- Arrange the layout of piping to minimize potential plugging problems and minimize dead ends in the downstream direction in which solids could accumulate.
- Keep valves within operator reach (below 6 feet) as much as possible; for any valve over 6 feet above the operating floor, provide chain operator or valve stem extension.
- Provide sufficient straight runs for flow meters and other instrumentation and control elements as recommended by the manufacturer for accurate readings.
- Provide purge points at high points and drain points at low points of piping and ensure that these points are accessible to operating staff.
- Place utility stations in logical areas to facilitate wash down and pipe flushing so that the maximum length of hose is limited to 50 feet.

6. Treatment Process Requirements

- Provide an onsite influent pumping station that is sized for future expansion over the range of future flows into the new WPCF. Sizing should allow for reasonable flow stabilization into the plant processes across range of flows.
- Provide onsite treatment systems as outlined to meet all necessary permitting requirements and ensure instream water quality standards for the discharge stream.
- Provide for external reuse pumping capabilities to provide reuse water for potential irrigation service to surrounding neighborhoods.
- Provide highly accurate influent flow measurement devices over the entire range of current and future flows into the new WPCF.
- Provide highly accurate effluent flow measurement devices over the entire range of current and future flows into the new WPCF.
- Provide washdown connections from internal plant reuse water at all unit processes.
- Chemicals should be added at a single common point wherever possible.
- Provide n+1 redundancy in all processes unless otherwise accepted by BGWJSC and allowed by regulatory and permitting agencies. Firm capacity of each unit process should assume the largest unit is out of service.

7. Electrical Design Requirements

- Ensure that the facility meets the current versions of building and fire codes and the latest edition of the NEC, and is in accordance with any applicable Governmental Authority, Applicable Law, Standards and Guidelines and Permits and Approvals.
- Only specify industrial grade equipment, components and solutions provided by standard manufacturers normally involved in the provision of equipment to the water and wastewater treatment industry.
- Present considerations of costs/benefits for power distribution system architectures that incorporate varying degrees of reliability and redundancy including single utility service versus two services, and single-ended equipment versus double-ended main-tie-main switchgear, switchboards, and motor control centers.
- Present considerations for providing onsite standby power and various topologies for automatic transfer to/from the standby power system.
- Present considerations for VFD provisions including mounting in motor control centers versus individual, stand-alone cabinets; incorporating bypass contactors or not; and harmonic mitigation devices integrated in each VFD cabinet versus aggregation of harmonic filtering at upstream buses.
- Present considerations for selecting materials of construction for equipment cabinets/enclosures, conduits, and wire/cable.

8. Instrumentation & Control System Design Requirements

- Only specify industrial grade equipment, components and solutions provided by standard manufacturers normally involved in the provision of equipment to the water and wastewater treatment industry.
- Base design only on SEL-2241-2 Real-Time Automation Controller (RTAC) Module
- Utilize Electric Machine Control, Inc., Trussville, AL, as the Systems Integrator.
- SCADA Remote Services by VTS-VTSCADA-Local HMI by Maples systems.
- Present considerations for selection of process instrumentation.(Rosemount-Flow Meter, Transducers, and Pressure monitoring).
- Present considerations for usage of SMART P&IDs. (Influent PID to mimic existing at other JWSC owned WWTP

9. Mechanical Systems (HVAC, Plumbing and Fire Protection Systems)

- Ensure that new construction, renovations/upgrades comply with the Georgia Building Code, ASHRAE, NFPA, and Owner's stipulated guidelines for all aspects of the design. The design of the new and modified facilities shall meet the ventilation, extent of classification, electrical classification, material of construction for buildings or structures and fire protection measures as applicable.
- Address the requirements listed in Table 1 in the design of the mechanical systems.

Table 1. Mechanical System Design Requirements

Design Requirements	Details
Room Pressurization	Cleaner areas are to be positively pressurized relative to dirtier areas to prevent the migration of the dirty air into the cleaner area.
Ventilation Effectiveness	Provide air distribution in rooms in accordance with Good Industry Practice.
Emergency Eyewash and Showers	Provide properly plumbed and drained emergency eyewash and showers with tempered water in accordance with US Occupational Safety and Health Act and Regulations and ANSI-Z358.1.
Material Selection	Provide durable design by incorporating appropriate materials selections such as corrosion resistant materials and equipment coatings. Equipment shall be easy to clean and water resistant with smooth surfaces.
Heating/Cooling	Provide heating and cooling to meet requirements of the mechanical design codes, Applicable Law, and any Governmental Authority, at a minimum considering heat rejection from mechanical and electrical equipment.
Noise and Vibration Control	Provide adequate noise control with quiet equipment selections and adequate use of noise control equipment (e.g., silencers and acoustic panels). Place and properly secure floor-mounted equipment on house-keeping pads. Equipment shall be equipped with adequate use of expansion joints and vibration isolation components.
Commissioning	Incorporate functional commissioning into construction to ensure all installed systems operate as intended.
Control System	The HVAC control system (e.g., BMS) shall be compatible with any existing equipment or structures employed as part of new or modified facilities and shall relay alarms including, but not limited to, a General Alarm to facility control system. Control system shall have trending capabilities and be web-accessible to improve troubleshooting capabilities.

10. Start-up and Commissioning

No sewer shall be pumped or otherwise be allowed to enter into the receiving stream until all new treatment processes have successfully completed all required performance tests and capacity tests, have all equipment certified by the manufacturer to be properly installed, have been certified by the Owner's designated Independent Certifier, have been disinfected according to AWWA standards (where applicable), and have received approval from Georgia EPD.

Exhibit C – Scope of Design-Builder Services

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Exhibit C
Scope of Design-Builder Services

North Mainland Water Pollution Control Facility

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Contents

1. General Requirements

The requirements of this Exhibit are in addition to those requirements set forth in the Agreement and other Contract Documents. As provided in Section 12.23 of the Agreement (Order of Precedence), nothing in this Exhibit will affect, or render ambiguous, any contrary provision in documents with higher precedence. This Exhibit contains a description of the planning and design services required to be performed by the Design-Builder in Phase 1A and Phase 1B and contains certain elements of Phase 2 Services that are in addition to any requirements provided elsewhere in the Contract Documents. Any terms used herein that are defined in other Contract Documents shall be defined as provided in such other Contract Documents.

The Design-Builder shall perform all design services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives in Owner's Project Criteria and the Agreement, including all design services necessary for the Project to be permitted, properly constructed by Design-Builder, and used, operated, and maintained by the Owner in accordance with all applicable guidelines, requirements, and standards.

Notwithstanding anything to the contrary in this Exhibit, Owner's review, approval, or rejection of, comment on, or other involvement with the development of, any document referenced herein remains subject to Sections 2.1.3 of the General Conditions, Sections 2.3.1 of the General Conditions, and Section 2.4.3 of the General Conditions. Notwithstanding anything to the contrary in this Exhibit, Design-Builder must schedule each task described herein to comply with any deadline set forth herein, but in no event later than the time necessary to satisfy the Contract Times.

Design services by the Design-Builder shall be conducted in three phases. In Phase 1A, the Design-Builder shall achieve a 15-percent design enabling the Design-Builder to develop the Phase 1B Proposal, as provided in Article 2 of the Agreement. In Phase 1B, the Design-Builder shall achieve a 60-percent-complete detailed design enabling Design-Builder to develop the Phase 2 Proposal (which includes a proposed Guaranteed Maximum Price), as provided in Article 2 of the Agreement. In Phase 2, the Design-Builder shall achieve a 100-percent-complete detailed design for construction. These phases are designated as follows, as further defined in Article 2 of the Agreement.

- Phase 1A Services – The development of the Project design from Project initiation to the development of the Initial Design Report and submittal of Design-Builder's Phase 1B Proposal
- Phase 1B Services – The development of the Project design from completion of the Initial Design Report performed in Phase 1A to submittal of Design-Builder's Phase 2 Proposal
- Phase 2 Services – Completion of Design Services of the Project to 100 percent design and construction of the Project

2. Phase 1A Services and Phase 1B Services

Phase 1A Services shall include, without limitation, the following tasks:

- Task 1: Project Management
- Task 2: Existing Site Conditions Review and Verification
- Task 3: Initial Design
- Task 4: Preparation of Phase 1B Proposal (as defined in the Agreement) and Supporting Cost Estimates

Phase 1B Services shall include, without limitation, the following tasks:

- Task 1: Project Management
- Task 5: 30 percent Design Completion Documents
- Task 6: 60 percent Design Completion Documents
- Task 7: Preparation of Phase 2 Proposal (as defined in the Agreement) and Supporting Cost Estimates

2.1 Task 1 – Project Management

2.1.1 General

The Design-Builder shall provide management of Design-Builder's Project Team in terms of staffing, budget, schedule, scope, and coordination with the Owner for Phase 1A and Phase 1B. This task includes managing the Scope of Work, schedule, and budget for execution of this Scope of Work, and communication and coordination with the Owner. The Design-Builder will prepare invoices, progress reports, and Design Progression Log and Project Decision Log updates on a monthly basis. Other activities include keeping the Owner informed and soliciting input from the Owner when making key decisions, coordination with Design Consultants and Subcontractors, scheduling of staff, and coordinating the quality assurance effort.

2.1.2 Monthly Project Reporting Requirements

The Design-Builder shall keep the Owner regularly informed as to the progress of the Phase 1A and Phase 1B Services through the submittal of Monthly Project Reports in the form of project dashboards as required by this section, the General Conditions, and this Exhibit. At a minimum, Monthly Project Reports shall address Work performed during the past month, including details of how Work performed may have varied from Work planned as submitted in the previous Monthly Project Report, percentage of Work completed for each task, subtask, and overall contract, and compliance with the Phase 1A Services Schedule and Phase 1B Services Schedule. The Design-Builder shall describe Project issues, risks, construction budget, problems, or concerns that affect the Work or the Project, and how the Design-Builder proposes to address them. The Design-Builder shall update the description of the Work planned for the following three months. The Monthly Project Report shall present Project budget information and indicate amounts billed by Phase 1A Services and Phase 1B Services Tasks by the Design-Builder for the prior month, cumulatively to date, and the amount of funds remaining. Billing information shall be shown relative to the Schedule of Values submitted as required in the General Conditions Section 6.1. Beginning with Phase 2, each Monthly Project Report shall include updates to the Asset Registry described in Section 3.3.

For conditions or issues that the Design-Builder believes may create a requirement for additional work beyond the scope of Phase 1A Services or Phase 1B Services, the Design-Builder shall, in addition to all notices and requirements under the Contract Documents, provide information to the Owner so that the parties may discuss them and determine whether such additional services are to be provided. Each Monthly Project Report shall include a section on the progress of the design and list any concerns, actions, changes, and reviews and approvals from the Owner that the Design-Builder requires.

Task 2.1 Deliverables:

- Monthly Project Reports
- Design Progression Log
- Project Decision Log

2.1.3 Meetings and Workshops

Unless otherwise agreed to with the Owner, meetings and workshops shall be held at Owner's facilities or, if approved by Owner, virtually.

2.1.3.1 Kickoff/Partnering Workshops

Within two weeks of the Notice to Proceed for Phase 1A Services, the Design-Builder shall arrange and conduct with key staff members of the Owner a Phase 1A Kickoff/Partnering Workshop. The goals of this workshop are to discuss Owner objectives, discuss the plan for execution of Phase 1A, deepen working relationships, develop common goals and objectives, and achieve a cooperative partnership environment among Project participants. In addition, the Owner and Design-Builder shall identify what information shall be incorporated into project dashboards that will be updated by the Design Builder throughout the project duration to inform the Owner on various aspects of the project. The workshop attendees, agenda, and workshop venue will be coordinated between the Owner and Design-Builder's Project Manager.

2.1.3.2 Periodic Progress Meetings

The Design-Builder shall hold periodic progress meetings with the Owner during the performance of Phase 1A Services and Phase 1B Services. Progress meetings shall be held at least monthly to verify and confirm that the development of the Project is proceeding as follows:

- Has the full benefit of the Owner's experience and knowledge of existing needs and facilities
- Is consistent with the Owner's current policies and standards
- Is proceeding in accordance with the Phase 1A and Phase 1B Services Schedules

The frequency of these meetings shall be as agreed to with and approved by the Owner.

Meeting agendas shall include, but not be limited to, the following:

- Ongoing and upcoming activities
- Scope, schedule, and construction budget tracking and status
- Project risks analysis and updates
- Critical issues to be addressed
- Decisions and actions
- Quality management
- Change management
- Health and safety
- Updates to the Project Execution Plan
- Monthly Project Reports

- Equipment and Subcontractor procurement

During Phase 1A, the Design-Builder shall include at least one meeting with the Owner's Board of Directors to present Project progress and status updates. During Phase 1B, the Design-Builder shall include at least one meeting with the Owner's Board of Directors to present Project progress and status updates. The Design-Builder shall assist the Owner with preparation of presentation materials, attend the meetings, and assist with presentation, if requested.

2.1.3.3 Technical Workshops

Technical Workshops will be held during Phase 1A and Phase 1B to address specific engineering discipline and technical subjects and facilitate collaboration and development of ideas and decisions to be carried forward during design development. Each workshop will be facilitated by the Design-Builder. An agenda (including desired outcomes) as well as technical background documents will be distributed to workshop attendees at least three working days prior to the meetings. The Design-Builder will document the outcome of each workshop and distribute meeting notes and action items within three working days after each workshop. Technical Workshops will be conducted during the performance of the design tasks described in this Exhibit at a frequency necessary to address all technical subjects.

Task 2.1.3 Deliverables:

- Meetings and Workshop Agendas and Minutes
- Board of Directors (Board) Meetings – Presentation preparation and handouts.

2.1.4 Risk Management Requirements

In providing Phase 1A Services, the Design-Builder shall address risk management in the development of the Project design. A Risk Management Workshop shall be conducted with the Owner within 30 days after the Phase 1A Kickoff/Partnering Workshop. The Risk Management Workshop shall be used to identify key Project risks and opportunities for avoiding and minimizing risks. This workshop may be combined with other meetings or workshops.

A Risk Register shall be developed and maintained by the Design-Builder using a risk register template developed by the Design-Builder and accepted by the Owner. The Risk Register shall be initially populated with risks identified in the Phase 1A Risk Management Workshop. The Risk Register shall include the following information:

- Risk identification
- Activities affected (tied to schedule activities)
- Risk description including qualitative categorization of risk
- Estimated/calculated percent likelihood that risk may occur (Note: this will be output from quantitative analysis performed on key risks that could exceed target cost or schedule thresholds)
- Phase of Project that risk could impact
- Potential schedule impact should risk occur
- Potential cost impact should risk occur
- Potential health and safety impacts should risk occur
- Risk triggers

- Risk owner[1]
- Risk strategy (transfer, mitigate, accept, exploit)
- Risk trend analysis

Ongoing risk analysis during Phase 1A and Phase 1B shall be conducted by Design-Builder with review and input from the Owner. The Design-Builder shall submit and discuss such findings at Periodic Progress Meetings and Technical Workshops, and in separate risk management workshops, if appropriate. The Design-Builder shall update the risk register to reflect any such findings.

Task 2.1.4 Deliverables:

- Risk Register and updates
- Workshop agendas items and workshop notes related to risk management

2.1.5 Change Management Requirements

The Design-Builder shall prepare and maintain a Change Management Log for the duration of the Phase 1A and Phase 1B Services. The Change Management Log shall integrate with the Project Decision Log and be used to document proposed and approved changes to the design, scope, price, and schedule. At a minimum, the Change Management Log shall include the following information:

- Change identification number
- Brief description of change
- Status of change (pending, approved, rejected)
- Dates associated with change including initial proposal date and change acceptance date
- Back-up information, including cost, schedule, and technical information

Change management shall be a standing agenda item at each Periodic Progress Meeting and shall be updated in each Monthly Project Report. Following approval of the Initial Design Report (IDR), the Change Management Log shall be used to track changes to the approved Project design and their associated cost and schedule impacts.

Task 2.1.5 Deliverables:

- Change Management Log and updates
- Back-up information including cost and schedule updates for proposed changes

2.1.6 Quality Management Plan

The Design-Builder shall develop a Quality Management Plan, including quality assurance ("QA") and quality control ("QC") procedures, that shall be implemented during the Work (i.e., Phase 1A Services, Phase 1B Services, and Phase 2 Services). This Plan shall ensure that adequate QA/QC procedures and resources are provided by the Design-Builder to effectively assess and ensure high quality in all Work products. The Quality Management Plan shall be included in the Project Execution Plan (Task 2.1.10) and shall be updated by the Design-Builder over the course of the Project.

[1]The risk register described herein shall not vary or render ambiguous any provision of the Agreement or General Conditions. Without a valid Change Order, no allocation of risk in the Risk Register will change the legal rights and obligations of the parties.

Task 2.1.6 Deliverables:

- Quality Management Plan and updates

2.1.7 Communication Plan

The Design-Builder shall prepare a draft Communication Plan for review and comment by the Owner no later than 14 days after the Notice to Proceed for Phase 1A Services. The Communication Plan shall be prepared in collaboration with the Owner and shall provide contact information for the Design-Builder, the Owner, the Owner's Advisor, and other parties designated by the Owner. The Communication Plan shall contain communication requirements for the Design-Builder and the Owner (including frequency and timeframe of communications, information to be communicated, and methods or technologies used to convey information). The Plan shall be organized as a directory available to Design-Builder's and Owner's personnel and shall outline points of contact under various circumstances, including emergencies. The Communication Plan shall be included in the Project Execution Plan (Task 2.1.10) and shall be updated by the Design-Builder over the course of the Project.

During Phase 1B, the Design-Builder shall support the Owner by participating in at least two public information meetings that will be planned and scheduled by the Owner. The Design-Builder shall attend the meetings and provide supporting information to the Owner for presentation purposes.

Task 2.1.7 Deliverables:

- Communication Plan and updates
- Supporting information for public meetings

2.1.8 Design-Build Schedule

The Design-Builder shall prepare a schedule for Phase 1A Services, Phase 1B Services, and Phase 2 Services, which schedule must comply with and remain subject to Section 2.1.3 of the General Conditions of Contract. These schedules shall be detailed, critical path (CPM) schedules in a form acceptable to Owner and shall be submitted as electronic files (native and PDF) and hardcopy. Together, these schedules shall be known herein as the Design-Build Schedule. The Design-Build Schedule shall be based on the requirements of Article 6 of the Agreement.

2.1.8.1 Phase 1A Services Schedule

The Phase 1A Services Schedule shall reflect the schedule for all activities comprising the Phase 1A Services (including all activities set forth in this Exhibit) and shall set forth all tasks and key subtasks in a logical and efficient work sequence that the Design-Builder intends to use in taking the Project from the Notice to Proceed for Phase 1A Services to the submittal of the Phase 1B Proposal (as required in Article 2 of the Agreement). The Design-Builder shall submit the Phase 1A Services Schedule three working days prior to the Phase 1A Kickoff/Partnering Workshop required by Section 2.1.3.1 of this Exhibit.

During Phase 1A, the Design-Builder shall update the Phase 1A Services Schedule on a monthly basis, at a minimum, and as otherwise required herein. Design-Builder shall complete the Phase 1A Services in accordance with the Phase 1A Services Schedule. Updates on the Design-Builder's compliance with the Phase 1A Services Schedule shall be submitted with each Monthly Project Report required by this Exhibit and the General Conditions. The Phase 1A Services Schedule shall meet the requirements set forth in this Exhibit.

2.1.8.2 Phase 1B Services Schedule

The Design-Builder shall submit a Phase 1B Schedule as part of the Phase 1B Proposal. The Phase 1B Services Schedule shall reflect the schedule for all activities comprising the Phase 1B Services (including all activities set forth in this Exhibit) and shall set forth all tasks and key subtasks in a logical and efficient work sequence that the Design-Builder intends to use in taking the Project from the Notice to Proceed for Phase 1B Services to the submittal of the Phase 2 Proposal (as required in Article 2 of the Agreement).

During Phase 1B, the Design-Builder shall update the Phase 1B Services Schedule on a monthly basis, at a minimum, and as otherwise required herein. The Design-Builder shall complete the Phase 1B Services in accordance with the Phase 1B Services Schedule. Updates on the Design-Builder's compliance with the Phase 1B Services Schedule shall be submitted with each Monthly Project Report required by this Exhibit and the General Conditions. The Phase 1B Services Schedule shall meet the requirements set forth in this Exhibit.

2.1.8.3 Phase 2 Services Schedule

The Design-Builder shall submit a draft Phase 2 Services Schedule as part of the Phase 1B Proposal. During Phase 1B, the Design-Builder shall update the draft Phase 2 Services Schedule on a monthly basis, at a minimum, and as otherwise required herein. The Design-Builder shall incorporate a final proposed Phase 2 Schedule in the Phase 2 Proposal.

Notwithstanding anything to the contrary herein, the schedules identified and described in this Exhibit are subject to the conditions set forth in Section 2.1.3.

2.1.8.4 Minimum Requirements

At a minimum, the Design-Build Schedule shall include:

- Start date for each activity
- Finish date for each activity
- Major milestones
- Meeting and workshop dates
- Submittal dates including draft submission dates, Owner review periods, and final submission dates
- Identification of critical path
- Float

The Design-Build Schedule shall provide for adequate periods for Owner review of the design and the Phase 1B and Phase 2 Proposals, and adequate periods for the Design-Builder to make revisions before proceeding with the next Work phase. Updated schedules shall be accompanied by a written report that explains significant changes for each schedule update.

2.1.8.5 Owner Review

The Owner will review and comment on the Initial Phase 1A Services Schedule and the draft Initial Phase 1B and Phase 2 Services Schedules within 15 days of receipt. Comments on the Phase 1A , Phase 1B, and Phase 2 Services Schedules shall be discussed between Design-Builder and Owner. The Design-Builder shall provide a revised Phase 1A Services Schedule or revised draft Initial Phase 1B or Phase 2 Services Schedules, as applicable, based on agreed-upon changes. The effect of Owner's review is set forth in Section 2.1.3 of the General Conditions of Contract.

Task 2.1.8 Deliverables:

- Design-Build Schedule submittals and monthly updates

2.1.9 Records Management System

The Design-Builder shall furnish and implement a Records Management System to facilitate workflow and transmit and store written documents associated with the Project. The software system will be made available for use by the Owner, the Owner's Representatives (as defined in the Agreement), and the Design-Builder to transmit, review and respond, log, and store Project-related documents and comments. At a minimum, the Records Management System will incorporate the following:

- Overall Project tracking and monitoring of key performance indicators
- Meeting and workshops agendas, presentations, and notes
- Action items, issues, decision logs, and tracking
- Phase 1A and Phase 1B Services Work products and deliverables
- Budget and schedule tracking
- Risk tracking and mitigation
- Quality management documentation including comments, responses, and confirmations
- Cost Model Information including equipment vendor submissions; subcontractor pricing, quotes and estimates; Design Consultants pricing quotes, and estimates
- Monthly reports
- Project-related communication
- Project Progress Dashboards for the Owner

Task 2.1.9 Deliverables:

- Records Management System documentation

2.1.10 Project Execution Plan

The Design-Builder shall develop and submit a Project Execution Plan to the Owner for review and comment. The Project Execution Plan shall serve as a Project management tool for the Owner and Design-Builder and will include guidelines and procedures for execution of the Work and issues resolution. The Project Execution Plan will be submitted prior to the Phase 1A Kickoff/Partnering Workshop and updated periodically as appropriate throughout the execution of the Project. The Project Execution Plan shall include, at a minimum, the following:

- A description of Design-Builder's Project Team organization, roles, and responsibilities, including an organization chart that identifies all key discipline design leads for the Project and the engineer-of-record for each discipline.

- A compilation of Task 1 Project Management requirements including:
    - Plan for Monthly Project Reporting
    - Plan for Meetings and Workshops
    - Risk Management including Risk Register and periodic updates
    - Change Management Requirements

- Quality Management Plan
- Communications Plan
- Plan for managing and maintaining the Project schedule
- Phase 1A Services Schedule, Phase 1B Services Schedule, and Phase 2 Services Schedule
- Plan for managing Project documents
- Records Management System Documentation

- Any other elements of Project Management proposed by the Design-Builder to support successful implementation of the Project

Task 2.1.10 Deliverables:

- Project Execution Plan and updates

2.1.11 Constructability Reviews

Constructability reviews shall be conducted by the Design-Builder as an ongoing activity during the development of the Initial Design, 30 percent Design, and 60 percent Design submittals. Constructability reviews shall include the following considerations, at a minimum, for all areas of Work: general construction sequencing, maintenance of existing plant access and operations during construction, required shutdowns of plant operations, site utilization for storage of equipment and materials, site entry and exit during construction, temporary construction facilities (parking for Design-Builder and Owner, staging, storage, stormwater controls, and construction office trailers), and site security and access control during construction. Constructability discussions shall be included in the design development workshops conducted with the Owner during the performance of Phase 1A and Phase 1B Services and the results of these reviews shall be presented in the deliverables for the Initial Design, 30 percent Design, and 60 percent Design submittals.

2.1.12 Value Engineering

Value engineering shall be conducted by the Design-Builder as an ongoing activity during the development of the Initial Design, 30 percent Design, and 60 percent Design submittals. The value engineering effort shall consider how design decisions affect construction costs, operation and maintenance (O&M) costs, schedule, operability, safety, reliability, and other O&M considerations. The Design-Builder shall prepare and present to the Owner technical information and cost estimates that will enable the Owner to make design decisions that include value engineering considerations. Value engineering discussions shall be included in the design development workshops conducted with the Owner during the execution of Phase 1A and Phase 1B Services and the results of these reviews shall be presented in the deliverables for the Initial Design, 30 percent Design and 60 percent Design submittals.

2.1.13 Commissioning and Start-up Plan

2.1.13.1 Phase 1B Services

Starting with development of the 30 percent Design, the Design-Builder shall continue to develop the Commissioning and Start-up Plan. Updates to the Commissioning and Start-up Plan shall be incorporated in the deliverables for the 30-percent and 60-percent Design submittals.

The Commissioning and Startup Plan develop during Phase 1B shall include the following at a minimum:

- A detailed description of Design-Builder's systematic testing and start-up procedures for each unit process, as well as complete system tests that will be performed locally and using SCADA to demonstrate that the facilities perform interactively and at the performance levels specified in the Project Technical Requirements.
- Details to ensure compliance with Section 3.19.1, Commissioning, Start-up and Testing to achieve Substantial Completion.
- A description of the methodology to demonstrate compliance with the requirements of the Agreement, any applicable Governmental Authority, Applicable Law, Standards and Guidelines or Permits and Approvals.
- A description of the methodology for the 30-day Performance Tests.
- Processes and procedures to be followed for testing, diagnosis, and correction of problems, including repeat testing where required.
- A detailed schedule of commissioning and start-up activities, including schedule for final connections, tie-ins, and the testing of all component parts of the Project in compliance with Owner's SCADA Standards, which must clearly identify the commissioning and start-up milestones and activities that are identified in Design-Builder's Works Schedule.
- The methods for introducing flow, disposing of any by-products or other waste streams generated during the commissioning and start-up testing.
- The methods for securing, utilizing, and disposing of water and other materials necessary for pipeline testing, including meeting all AWWA standards for disinfection of new water mains.
- Specific testing procedures for the Capacity Tests (tests performed to demonstrate each unit process can hydraulically pass the required design flow and meet all water quality standards), including means and methods to complete the tests even if the incoming flows are below the maximum design capacities specified in the Project Planning Document (Exhibit A of the Agreement) and/or Project Technical Requirements (Exhibit B of the Agreement).
- Sampling and Analysis Plan detailing sampling procedures, frequency of sampling, analysis procedures, third party laboratory requirements for demonstrating compliance with start-up and performance testing.
- Specific testing procedures for all auxiliary systems, including but not limited to, HVAC, mechanical, electrical, controls, fire and life safety, and security systems.
- Drawings and sketches, as required to illustrate the planned sequence of events.
- The commissioning and testing team organization and schedule, including the planned attendance of Design-Builder, any Design-Builder parties, and Owner Representatives.
- A list of the personnel who Design-Builder plans to employ for commissioning and start-up with information indicating their qualifications for this Work.
- The arrangements for collating and the format for reporting the results of all tests, including the start-up study as defined in Chapter 391-3-5 of the Rules and Regulations of the State of Georgia and GA Environmental Protection Agency (EPD) Engineering Plans and Specifications Review and Approval requirements.

- A plan for delivering operations and maintenance training and education to the Owner by the Design-Builder and Design-Builder party staff prior to Substantial Completion.
- Contingency plans in the event of equipment failures, instrument failures and process malfunctions.
- A listing and details for all temporary equipment and instruments required for the commissioning and testing.
- All test parameters to be monitored and measured during start-up and commissioning.
- Specific and detailed calibration methods, requirements and schedules for all testing equipment and instruments.
- Specific and detailed sample collection, handling, and testing procedures to be followed including a comprehensive QA/QC program for the 30-day Performance Tests and Capacity Tests.
- Response procedures for unsatisfactory test results including the definition of test result limits that constitute a failure during commissioning and start-up testing.
- Procedures for coordinating with Owner, as applicable, any start-up or shutdown of the Project required for commissioning and start-up activities, including the 30-day Performance Tests and Capacity Tests.
- A plan for Owner to hire an Independent Certifier to verify Design-Builder's compliance with the requirements set forth in this Exhibit.
- Procedures for an Independent Certifier to verify to the Owner that the Project satisfies all requirements for the Commissioning and Start-up Plan and any Performance Requirements.

A Commissioning and Start-up Plan shall be prepared for each portion of the Project that may be considered for Substantial Completion.

With Owner's prior written approval, the Design-Builder may be allowed to not fully develop some of the requirements of the Phase 1B Commissioning and Start-up Plan stated above so long as there is sufficient detail in the Phase 1B Commissioning and Start-up Plan to develop the Guaranteed Maximum Price and the Phase 2 Schedule. In this scenario, all remaining parts of the Commissioning and Start-Up Plan shall be fully developed during the Phase 2 design.

As used herein, an "Independent Certifier" is a third party hired by the Owner to perform the reviews and observations set forth herein.

Task 2.1.13 Deliverables:

- Commissioning and Start-up Plan and updates

2.2 Task 2 – Existing Site Conditions Review and Verification

2.2.1 General Review and Verification

As required by and subject to Section 4.2 of the General Conditions of Contract, the Design-Builder shall complete a comprehensive review of the Project Site and any contiguous areas that may affect or be affected by the Project, including Legal Requirements that may affect the Project.

The Design-Builder shall coordinate all field investigations of the Project Site with the Owner. Design- Builder's review shall include, but is not limited to:

- Site ingress and egress requirements and restrictions, traffic conditions and traffic control requirements, time of work restrictions, and requirements of public and private authorities with jurisdiction over roadways to and from the Project Site or along any public roads where Work is being performed, parking, and any other restrictions or considerations that may affect the Design-Builder's Work.
- Any other investigations deemed necessary by the Design-Builder to fully acquaint itself with existing conditions for purposes of performing Phase 1A and Phase 1B Services.

The Design-Builder shall prepare a technical memorandum summarizing the information gathered during this review.

Task 2.2.1 Deliverables:

- Memorandum requesting additional information or comments on existing information
- Draft and final Site information review technical memorandum

2.2.2 Underground Utilities and Structures Report

The Design-Builder will prepare a report describing and identifying the locations of existing surface and subsurface utilities at the Project Site and the locations of man-made objects or structures. For circumstances where existing information is either conflicting or not available, the Design-Builder will coordinate and engage the services of a utility location subcontractor for identifying, designating, locating, and mapping existing and abandoned utility infrastructure. The Design-Builder will use Identification techniques appropriate to the Project Site and the underground structures being located. The Design-Builder will perform the aforementioned investigations promptly after commencement of the Project. The Design-Builder will report to the Owner in writing any additional information that is needed in order to complete the assessment of the existing conditions.

Task 2.2.2 Deliverables:

- Draft and final Underground Utilities and Structures Report

2.2.3 Topographic Survey

The Design-Builder shall conduct a topographic survey of the Project Site suitable for use for subsequent design and construction of the Project. Design-Builder shall set survey control at each Project Site location where Work will be performed to the extent decided by Design-Builder and with precision suitable for subsequent construction layout. Horizontal control shall be based on NAD 83 State Plane Coordinates and vertical control shall be based on NAVD 88 unless Design-Builder proposes otherwise, and the Owner agrees. The Design-Builder shall obtain appropriate elevations of existing facilities needed for design of the Project.

Task 2.2.3 Deliverables:

- Draft and final topographic survey

2.2.4 Geotechnical Investigations

The Design-Builder shall conduct geotechnical investigations at the Project Site. The results of the geotechnical investigations will be used to develop design criteria to be used by the Design-Builder during preparation of the IDR and subsequent design documents. The Design-Builder shall be responsible for determining the required scope of the preliminary geotechnical investigations and for arranging the execution of the Work.

The Design-Builder shall use the services of a geotechnical engineering firm to conduct fieldwork, perform the required geotechnical analyses, and produce the Geotechnical Data and Baseline Reports. The timing of the geotechnical investigations shall be at the discretion of the Design-Builder to coincide with decisions regarding location of structures and other site Work, and with the requirements for production of the subsequent Project detailed design.

2.2.4.1 Geotechnical Field Exploration

The Design-Builder, through either its own staff or the staff of a Subcontractor, shall provide an experienced geologist or engineer, licensed in Georgia, to continuously observe the field exploration activities to ensure compliance with the scope and objectives of the geotechnical investigations. Before drilling, the Design-Builder shall ensure that underground utilities have been previously marked, or arrange to have them marked, at each exploration location. All borings shall be backfilled with a lean concrete slurry, or by other means recommended by the Design-Builder, and cuttings containerized and hauled off-site for proper disposal. The Design-Builder and its Subcontractors and Sub-Subcontractors will exercise due care while working at the Project Site.

2.2.4.2 Geotechnical Laboratory Testing

The Design-Builder shall determine the laboratory tests required to evaluate subsurface conditions to obtain the data required for the design of the Project. The Design-Builder shall be responsible for conducting these tests.

2.2.4.3 Geotechnical Review and Report Preparation

Field exploration data, laboratory testing data, and research findings shall be evaluated by the Design-Builder to develop conclusions and recommendations concerning the geotechnical aspects of the Sites for design purposes. The Design-Builder shall prepare a Geotechnical Data and Baseline Report for the Project. The Design-Builder shall submit draft reports for review by the Owner. Any Owner comments shall be discussed at a review meeting, and the Design-Builder shall prepare final reports based upon the comments received.

Task 2.2.4 Deliverables:

- Draft and final Geotechnical Data and Baseline Reports

2.3 Task 3 – Initial Design and Pilot Testing

2.3.1 Initial Design Development

Consistent with Owner's Project Criteria, the Design-Builder shall develop the Initial Design. The Design-Builder shall conduct all evaluations, alternative comparisons, equipment selection reviews, calculations, cost estimating, scheduling, workshops, and other services as needed to develop the Initial

Design. The completion of the Initial Design will represent an approximately 15-percent complete design.

In developing the Initial Design, the Design-Builder shall address at a minimum the following topics:

- Project management requirements (see Task 1)
- Considerations needed to comply with Section 1.4 of the Agreement (e.g., maximize funding from federal and state sources)
- GEFA considerations to comply with all funding requirements
  - Design-Builder shall submit a memorandum to Owner summarizing these requirements.
- Coordinate with the Georgia EPD to determine any necessary treatability studies or pilot testing required for conventional or non-conventional treatment processes that will be considered for the WPCF.
  - Summarize findings of this coordination and submit to Owner for review and approval.
- Summary of proposed equipment and facilities to be constructed, including sizing requirements and levels of redundancy for all major equipment, treatment processes, and pipelines.
- Process flow diagrams and hydraulic profiles through WPCF.
- Alternatives evaluated, and basis for evaluation and recommended systems; and equipment vendors proposed, evaluated, and recommended.
- Overall design criteria and any proposed performance standards and performance guarantees for the selected equipment and processes. Final performance guarantee requirements will be incorporated into the Agreement in the Phase 2 Contract Price Amendment.
- Proposed design criteria and description of improvements for:
  - Site civil engineering, including preliminary site plans showing flood elevations, buffer requirements, etc.; facilities to be demolished or abandoned; potential subsurface pipe and utility conflicts that may interfere with construction; grading and stormwater handling; parking and service access; access roads and walkways; piping connections to existing utilities; geotechnical conditions; hazardous materials conditions and abatement; protection of cultural resources; site constraints; traffic conditions; vehicular and pedestrian access; temporary facilities and parking for the Design-Builder's and Owner's workforce during construction; materials and equipment staging area locations, size and security
  - Site landscaping allowance
  - Geotechnical and foundation requirements
  - Structural
  - Architectural, including building types, architectural requirements, and programming of administrative spaces
  - Building mechanical, including HVAC, plumbing, and fire protection
  - Instrumentation, controls, and SCADA improvements and interface with existing systems
  - Electrical supply and distribution (including emergency power), building electrical and lighting, and site lighting
- Summary of results of Task 2 – Existing Site and Facilities Conditions Review and Verification
- Site security including design guidelines, physical security facilities, electronic security features, and cybersecurity
- Summary of code requirements

- Initial development of the Commissioning and Start-up Plan
- Permitting considerations and permitting effects on design
- Demolition of existing facilities and waste materials disposal planning
- Proposed new facilities operations plan
- Site plan layout and description of new or altered existing facilities
- Plan for general construction sequencing
- Discussion of value engineering and constructability reviews

The Design-Builder shall prepare technical memoranda and conduct a series of workshops with the Owner to address the components of the Initial Design as it is developed, including but not limited to, treatment technology selection, size and redundancy concepts, preliminary facility layouts and concepts, and maintenance of plant operations and sequencing requirements. The Design-Builder shall incorporate preparation of technical memoranda and all planned workshops into the Phase 1A Project Schedule.

Draft technical memoranda on each workshop topic shall be submitted to the Owner at least 3 working days prior to the workshop. Each workshop shall include a weighted decision process to compare any alternatives on the basis of agreed-upon evaluation criteria.

The Design-Builder shall incorporate decisions made in the workshops into the respective technical memorandum. A summary of each workshop topic to the Owner within three working days after each workshop. The Owner will review and provide any comments to the Design-Builder to incorporate into final technical memoranda. All final technical memoranda shall be included as an appendix in the Initial Design Report (IDR). Notwithstanding anything to the contrary herein, Owner's review, approval, or requested revision of any design submission at any stage, memorandum, report, meeting minutes, or proposed or adopted Construction Document, or any other involvement in the design-development process, is subject to Section 2.4.3 of the General Conditions of Contract.

Task 2.3.1 Deliverables:

- Draft and final technical memoranda
- Workshop agendas, PowerPoint presentations, and meeting minutes

2.3.2 Initial Design Report

The Design-Builder shall prepare and submit to the Owner an IDR that includes the Design-Builder's evaluation, findings, and recommended overall Phase 1A design for the Project. The IDR will explain how the proposed Phase 1A design will meet the Owner's performance, operational, and maintenance requirements for the Project and comply with all Legal Requirements. The IDR will include information on alternatives considered and evaluated, and information on the rationale or method by which the recommended design was selected. Information considered in the evaluation of alternatives and selection of a recommended design shall include, but not be limited to: estimated capital costs; estimated O&M costs, reliability, robustness, and flexibility of the recommended processes and equipment; ease of Owner operation and maintenance; flexibility; compliance with existing and future Legal Requirements; any performance guarantees; and public safety.

The IDR shall include all information required by Georgia EPD to satisfy the engineering report requirements stated in Georgia EPD's Minimum Standards for Public Water Systems, Revised March 2021.

The IDR shall also include the following:

- A description of Legal Requirements and permitting requirements that apply to the proposed design, including but not limited to:

- Review and approval by, and other Legal Requirements of, the Georgia EPD, Georgia Environmental Finance Authority (GEFA), and the U.S. Environmental Protection Agency
- Local land disturbance permitting
- Construction phase stormwater management permitting
- Local building permitting
- Other Legal Requirements set forth in Section 2.5 of the General Conditions of Contract

The Design-Builder shall coordinate with appropriate agencies regarding Project permitting requirements and shall work closely with the Owner on all permitting requirements. Contact and discussions with permitting agencies shall be done in coordination with the Owner and documented by the Design-Builder.

- An update of the Design-Build Schedule that is prepared in accordance with Section 2.1.8 of this Exhibit and the Contract Documents that shows, at a minimum:
  - Submission of the Phase 1B Proposal
  - Preparation and completion of 30 percent Design Completion Documents (DCD)
  - Preparation and completion of 60 percent DCD
  - Submission of a 60 percent Design-based Phase 2 Proposal (including the GMP)
  - Final design integrated with construction, testing, start-up, and commencement of operations

  Changes to the Design-Build Schedule from the initial Design-Build Schedule must be approved by the Owner.

- Initial development of the Project Cost Model (the Phase 2 Cost Estimate). Design Builder will be required to develop and maintain multiple Cost Models while various technologies are being selected and the project is being defined.
- Design-Builder's estimate of Phase 2 cash flow requirements by month from commencement of construction Work through Final Completion.

The IDR shall include information on major equipment and vendors proposed and alternatives evaluated, including initial pilot testing results. Comparisons of equipment and vendors will include technical and performance characteristics, reliability, safety, warranties, and operational experience. The IDR will include supporting documentation such as calculations, schematics, and drawings to support the comparisons and recommendations.

The Design-Builder will include within the IDR a study of the Project's outside utility requirements including natural gas service, electric service, and any other outside utility service requirements identified by the Design-Builder as required for the Project. The Design-Builder will work with the Owner and coordinate with local utility service providers. The Design-Builder shall determine, with utility provider input as needed, what improvements are required for the Project, and incorporate appropriate components into the Project design.

A draft IDR shall be submitted to the Owner for review. The Design-Builder shall hold a workshop with the Owner to present the IDR (Task 2.3.2). The Owner will review the draft IDR and provide written comments to the Design-Builder. The Owner's comments shall be addressed by the Design-Builder in a final IDR (Task 2.3.4).

Task 2.3.2 Deliverables:

- Draft IDR with all supporting documentation

2.3.3 Initial Design Review Workshop

The Design-Builder shall meet with the Owner's staff to present a summary of the IDR and discuss Owner comments on the draft IDR. The Design-Builder shall obtain Owner approval on any recommended alternatives prior to proceeding with 30 percent design.

Task 2.3.3 Deliverables:

- Meeting agenda and notes
- Updated Design Progression Log
- Updated Project Decision Log

2.3.4 Final Initial Design Report

The Design-Builder shall prepare a final IDR incorporating Owner comments on the draft IDR. The Design-Builder shall provide a summary log of how each Owner comment has been addressed. The Owner will review the final IDR and provide written concurrence that Owner has no further comments. Owner's review and comment is subject to Section 2.4.3 of the General Conditions of Contract.

Task 2.3.4 Deliverables:

- Final IDR

Generally, the deliverables of the IDR phase shall be in searchable, bookmarked PDF format. Upon request, the Design-Builder will provide hard copies or the native electronic format of any deliverables.

2.4 Task 4 – Development of Phase 1B Proposal

2.4.1 Phase 1B Proposal

After the Design-Builder has received the Owner's written notification that its comments have been satisfactorily addressed in the revised IDR, the Design-Builder shall provide the Owner with a Phase 1B Proposal as set forth in Article 2 of the Agreement. The Phase 1B Proposal shall cover completion of design from the Initial Design to 60 percent. The Phase 1B Proposal shall provide information on all engineering and other services necessary to perform the Phase 1B Services as required under the Agreement. As part of its Phase 1B Proposal, the Design-Builder shall submit a final Phase 1B Schedule that meets the requirements for scheduling set forth herein and any other Contract Document. The Phase 1B Proposal shall contain the proposed Phase 1B Contract Price as described in the Agreement.

2.4.2 Basis of the Proposed Phase 1B Contract Price

In the Phase 1B Proposal, the Design-Builder shall prepare and include documentation supporting the Phase 1B Contract Price. The proposed Phase 1B Contract Price shall include the components set forth in Section 2.3.1 of the Agreement. The supporting documentation required by this section includes, at a minimum, the following cost estimate and proposal:

- Completion of Design Services (from Initial Design to 60 percent Design)

The proposed Phase 1B Contract Price shall include sufficient detail to show the calculation of the build-up of all of its cost components, including labor category and rate table, work breakdown structure (aligning with Exhibit C), estimated hours by labor category and task and major subtasks, estimated sheet count by discipline, list of assumptions, list of deliverables, and other direct costs.

Include with Phase 1B Proposal a summary of changes from the preliminary estimate for Phase 1B Services provided within Attachment E – Fee and Rate Proposal.

2.4.3 Preparation of the Draft Phase 1B Proposal

The Design-Builder shall start the development of the Phase 1B Proposal with the start of the Initial Design Development and will continue with development of the Cost Estimate Submittal through to the final IDR. During Phase 1A, the Design-Builder shall maintain ongoing communication with the Owner to assess and analyze concept and design changes as they relate to the overall Project cost and schedule.

Design-Builder will prepare such documents and estimates as accurately as possible and will keep the Owner fully informed and involved with the design development and cost estimates throughout the development of the Project. The draft Phase 1B Proposal shall be submitted to the Owner and reviewed in a workshop (Task 2.4.4). The parties will discuss the Phase 1B Proposal and attempt to reach a Phase 1B Contract Price Amendment.

Tasks 2.4.3 Deliverables:

- Draft Phase 1B Proposal, including backup documentation

2.4.4 Phase 1B Proposal Workshop and Final Phase 1B Proposal

Within 10 working days after delivery of the draft Phase 1B Proposal, the Design-Builder shall meet with the Owner to present, review, and answer questions about the content of the Phase 1B Proposal and all attachments. The Design-Builder shall finalize the Phase 1B Proposal within 10 working days after the workshop and resubmit it to the Owner for final review. Changes to the draft Phase 1B Proposal shall be clearly highlighted in an organized format.

Task 2.4.4 Deliverables:

- Workshop Agenda, meeting notes and action items
- Phase 1B Proposal

2.5 Task 5 – 30 Percent Design Completion Documents

2.5.1 Period of Performance

The Design-Builder shall prepare and submit to the Owner the complete 30 percent Design Completion Documents (DCD) in accordance with the Owner-approved Design-Build Schedule or, if earlier, at such time to avoid any delays to Contract Times.

2.5.2 30 Percent Design Workshops

The Design-Builder shall conduct with the Owner a series of workshops to review the development of the 30 percent DCD and obtain input from the Owner as the design progresses. Workshops shall be conducted to review specific areas of the Project and to review the design progress of specific systems and disciplines. The intent is to develop consensus on layouts, configurations, and features of various systems as the design refinement efforts progress. A log of review comments will be maintained by the Design-Builder to ensure all design comments are addressed and incorporated into the final 30 percent DCD.

Task 2.5.2 Deliverables:

- Meeting agenda, notes, action items and review comments log

2.5.3 Criteria

The 30 percent Design will take the concepts developed in the IDR and advance them to 30 percent complete engineering drawings, specifications, and other documents as required herein. The 30 percent completion process shall address any alternative designs, approaches, technologies, equipment, or processes that the Design-Builder recommends for consideration by the Owner if not included in the final IDR.

2.5.4 Minimum Requirements

The 30 percent DCD shall address all requirements of the Project and shall include, without limitation, the following:

2.5.4.1 Drawings, Specifications, and Additional Information

The 30 percent DCD will incorporate the recommended systems and layouts identified in the IDR into the 30 percent drawings and specifications organized by Project Site location. The 30 percent DCD drawings shall be developed using computer-aided design software and three-dimensional models. Three-dimensional models shall be capable of incorporating future Asset Registry data and being integrated into Owner's CMMS systems.

The following paragraphs describe the minimum requirements of the 30 percent DCD drawings, specifications, and additional information.

Preliminary drawings that illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure and each improvement, and including, at the approximate levels of completion shown, the following:

- General Drawings:
  - Cover sheet
  - List of drawings included in submittal and anticipated drawings (not yet started) to be included in future submittals
  - Drawing symbols, numbering, and tagging conventions, symbols, and abbreviations
- Civil Drawings (all civil site plans shall be at 1"=20' scale):
  - Topographic survey site plans:
    - Show existing grading, structures, piping, easements, rights-of-ways, property boundaries, floodplains, streams, wetlands, required setbacks/buffers, horizontal and vertical control information, etc.
  - Location of proposed facilities and roads
  - Yard piping plans
  - Transmission mains – plans and profiles for any modified or new mains
  - Preliminary grading plans
  - Stormwater management concept plans and proposed control measures

- Process Drawings:
  - Hydraulic profile
  - Process flow diagrams (process flows and residuals handling)
  - Preliminary facility plans and sections
  - Process and instrumentation diagrams (P&IDs) – process portion complete
  - Existing and proposed yard piping (coordinate with Civil)
- Structural Drawings:
  - As needed to support 30% DCD submittal
- Architectural Drawings:
  - Floor plan layouts (incorporating Owner-approved architectural programming requirements from Initial Design)
  - Building code summary sheets
- Mechanical Drawings:
  - Facility plans (general arrangement for HVAC and plumbing)
  - Fire suppression preliminary schedules
- Electrical Drawings:
  - Overall electrical single line diagrams
  - Overall electrical site plans
  - Preliminary electrical distribution site plan
  - Main switchgear single line diagram
  - Preliminary load schedules
- Instrumentation Drawings:
  - Legends and symbols
  - Control system block diagrams/network architecture
  - P&IDs – in progress with process portion complete

Written preliminary specifications shall include the following, at a minimum:

- A table of contents listing all anticipated specification sections for the Project.
- Draft specifications for major equipment items:
  - Major equipment is generally defined as having a purchase price greater than $100,000.
  - Specifications shall be organized according to Construction Specifications Institute (CSI) MasterFormat (latest revision).

The overall arrangement and contents of the 30 percent Design specifications shall be as approved by the Owner.

Additional information shall include the following, at a minimum:

- Major equipment list, including:
  - Reference specification number
  - List of acceptable manufacturers
  - Estimated weights and horsepower requirements
  - Additional information needed for coordination of all disciplines

- List of proposed sole-sourced equipment and justification
- Site landscaping recommended cash allowance

2.5.4.2 Constructability and Value Engineering Reviews

The constructability and value engineering requirements set forth in Sections 2.1.11 and 2.1.12 shall be performed in the 30 percent Design and incorporated as part of the 30 percent DCD.

2.5.4.3 Updated Project Cost Model

During development of the 30 percent DCD, the Design-Builder shall update its Cost Estimate Submittal presented in the IDR on a monthly basis and shall present the updates during Monthly Progress Meetings and the workshops conducted during the 30 percent Design. The Design-Builder shall also prepare an updated Cost Estimate Submittal based on the final 30 percent Design. The updated Cost Estimate Submittal shall be prepared in accordance with Section 2.9 of this Exhibit.

Task 2.5.4.4 Deliverables:

- Monthly updates to the Cost Model
- Update of the Project Cost Model based on the completed 30 percent DCD

2.5.4.4 Updated Design-Build Schedule

The Design-Builder shall update its Design-Build Schedule on a monthly basis and present updates during the Monthly Progress Meetings and workshops conducted during the 30 percent Design. The updated schedule shall indicate key milestone dates for Work completion from the final 30 percent DCD through Substantial Completion, start-up, testing, and Final Completion.

Task 2.5.4.5 Deliverables:

- Updated Design-Build Schedule at each Monthly Progress Meeting and workshop and at the conclusion of 30 percent DCD

2.5.4.5 Initial Commissioning and Start-up Plan

The Design-Builder shall provide an initial Commissioning and Start-up Plan as required in Section 2.1.13 of this Exhibit.

2.5.4.6 30 Percent DCD Package

A 30 percent DCD Package shall be prepared that includes all the deliverables developed for the 30 percent Design.

Task 2.5.4.7 Deliverables:

- Draft and final 30 percent DCD Package

Generally, the 30 percent DCD deliverables shall be in searchable, bookmarked PDF format. Upon request, Design-Builder will provide hard copies or native electronic format of any deliverables. Hard copies of Drawings shall be 11 by 17 inches in size. Drawings and specifications shall be bound.

2.5.5 Owner Review

The Design-Builder shall submit a complete draft set of the 30 percent DCD Package to the Owner for review. The Design-Builder shall hold a workshop with the Owner to present the 30 percent DCD

Package (Task 2.5.6). The Owner will review the 30 percent DCD and provide the Design-Builder with written review comments. The Design-Builder shall make such revisions as required in order to address the Owner's comments. Owner's review and comment is subject to Section 2.4.3 of the General Conditions of Contract.

2.5.6 30 Percent Design Final Review Workshop and Final 30 Percent DCD Package

After the Owner completes review of the draft 30 percent DCD, the Design-Builder shall schedule and conduct a workshop or workshops with the Owner to review the draft final 30 percent DCD. The Design-Builder shall address any Owner comments on the final draft DCD and incorporate any resulting changes into the final 30 percent DCD. The Owner will notify the Design-Builder in writing after the Owner has determined that revisions made by Design-Builder are acceptable. Owner's notice under this section is subject to Section 2.4.3 of the General Conditions of Contract.

Task 2.5.6 Deliverables:

- Meeting agenda, notes, action items and review comments log
- Final 30 percent DCD Package

2.5.7 Regulatory Review and Approval

The Design-Builder shall begin to prepare submittal packages required to obtain regulatory permits and approval, including as may be required by the Legal Requirements and as required for funding sources identified in Section 1.4 of the Agreement. Design-Builder shall hold pre-submittal meetings with these agencies and incorporate any comments into the design as necessary to obtain required permits and approvals. Section 2.6.7 provides a list of anticipated regulatory agencies and permits for this Project; Design-Builder will determine additional regulatory agency approvals required.

The Design-Builder shall also be responsible for satisfying all requirements in GEFA's guidance document ("Georgia's State Revolving Loan Fund Guidance for Project Requirements, Drinking Water SRF"), and shall include such requirements and activities necessary to comply therewith in the Design-Build Schedule. Such requirements include, but are not limited to, those set forth in Exhibit D of the Agreement.

The Design-Builder shall update the IDR previously completed in Task 3 based upon any changes made during Task 4 and submit to Georgia EPD for review and approval. The report shall be stamped by a professional engineer licensed in the state of Georgia and duly qualified and capable of designing water systems and computing flows and pressures in water system projects. Any comments received from Georgia EPD shall be reviewed with the Owner. The Design-Builder will address said comments to obtain approval from Georgia EPD.

Owner may submit the revised final IDR to GEFA, USEPA, and any other regulatory body for review and approval. The Design-Builder shall address any comments received from any regulatory body or funding agency, and work with any regulatory body or funding agency to obtain approval of the IDR.

Task 2.5.7 Deliverables:

- Revised IDR, as needed to address comments from regulatory bodies or funding agencies
- Georgia EPD approval of IDR

2.6 Task 6 – 60 Percent Design Completion Documents

2.6.1 Period of Performance

The Design-Builder shall prepare and submit to the Owner the complete 60 percent DCD in accordance with the Owner-approved Design-Build Schedule or, if earlier, at such time to avoid any delays to Contract Times.

2.6.2 60 Percent Design Workshops

The Design-Builder shall conduct with the Owner a series of workshops to review the development of the 60 percent DCD and obtain input from the Owner as the design progresses. Workshops shall be conducted to review specific areas of the Project and to review the design progress of specific systems and disciplines. The intent is to develop consensus on layouts, configurations, and features of various systems as the design refinement efforts progress. A log of review comments will be maintained by the Design-Builder to ensure all design comments are addressed and incorporated into the final 60 percent DCD.

Deliverables:

- Meeting agenda, notes, action items and review comments log

2.6.3 Criteria

The 60 percent DCD will take the designs presented in the 30 percent DCD and advance them to 60 percent complete engineering drawings, specifications, and other documents required herein. The 60 percent DCD shall indicate any new alternative designs, approaches, technologies, equipment, or processes that the Design-Builder recommends, and the Owner approves, if not included in the final 30 percent DCD.

2.6.4 Minimum Requirements

The Design-Builder shall achieve an overall 60 percent-complete detailed design enabling Design-Builder to prepare the Phase 2 Proposal (including a proposed GMP) pursuant to Article 2 of the Agreement.
The 60 percent DCD shall address all requirements of the Project and shall include, without limitation, the following:

2.6.4.1 Drawings, Specifications, and Additional Information

The 60 percent DCD shall include an update to the 30 percent Design drawings developed to an overall 60 percent complete stage, including drawings added to the 30 percent Design drawings to provide additional design details to bring the overall design completion to approximately 60 percent. The 60 percent Design drawings shall incorporate approved Owner comments from the 30 percent review. The 60 percent Design drawings shall be developed using computer-aided design software and three-dimensional models.

Drawings shall be advanced to the following minimum levels of completion:

- General Drawings:
  - Cover sheet
  - List of drawings
  - Drawing symbols, numbering, and tagging conventions, symbols, and abbreviations
  - Standard details
- Civil Drawings:
  - Site plans showing existing conditions and proposed facilities and roads
  - Yard piping, paving, grading, and stormwater drawings
  - Transmission mains – plans and profiles for any modified or new mains
  - Erosion and Sedimentation Control requirements
- Process Drawings:
  - Hydraulic profile
  - Process flow diagrams (process flows and residuals handling)
  - Demolition plans
  - Facility plans, sections, and details
  - Completed P&IDs
  - Existing and proposed yard piping (coordinate with Civil)
  - Pipe profiles for any major pipe or electrical ductbank crossings
  - Pipe and valve schedules
  - Pipe support details
  - Standard details
- Structural Drawings:
  - General notes
  - Pipe support and thrust restraint details
  - Special inspections requirements
  - Facility plans, sections, and details
  - Beam and column schedules
  - Steel framing elevations and details
  - Pile location plans, if applicable
  - Standard details
- Architectural Drawings:

- Floor plans
  - Building code plan
  - Elevations
  - Roof plans
  - Exterior elevations
  - Material and finish schedules
  - Standard details

- Mechanical Drawings:
  - HVAC:
    - General notes
    - Facility plans, sections, and details
    - Flow control diagrams
    - Schedules
    - Standard details
  - Plumbing:
    - General notes
    - Facility plans
    - Riser diagrams and isometrics
    - Schedules
    - Standard details
  - Fire Protection:
    - General notes
    - Facility plans (schematic)
    - Riser diagrams and isometrics
    - Schedules
    - Standard details

- Electrical Drawings:
  - General notes, legend, and symbols
  - Overall plant electrical single line diagrams
  - Overall electrical site plans
  - Site plans (proposed and demolition)
  - Ductbank schedules
  - Facility single line diagrams
  - Facility lighting plans
  - Facility power plans
  - Facility demolition plans and temporary requirements, if applicable
  - Grounding plans
  - Electrical equipment elevations (switchgear and MCCs)
  - Electrical distribution site plan
  - Main switchgear single line diagrams
  - Panel schedules
  - Load schedules
  - Communication block diagrams
  - Standard details

- Instrumentation Drawings:
  - Legends and symbols
  - Control system block diagrams/network architecture
  - P&IDs
  - Standard details

The 60 percent DCD shall include additions and updates to the 30 percent DCD specifications for all design disciplines. Written specifications shall include a description of all equipment and Work procedures. Specifications shall also include, at a minimum, the following:

- Division 01 Specifications including, but not limited to, requirements for:
  - Jobsite Security
  - Coordination with Other Projects and Plant Operations
  - Project Meetings (type, frequency, location, attendees)
  - Quality Assurance and Control Procedures
    - Submittal Procedures (including list of all planned submittals
    - Requests for information Procedures
    - Proposed document controls and records management system
    - Process flow diagram showing routing and review of all submittals and RFIs, including Owner's involvement
  - Project photographs
  - Temporary Utilities
  - Temporary Controls
  - Maintenance of Utility Operations During Construction
  - Protection of Existing Facilities
  - Demolition and Removal of Existing Structures and Equipment
  - Testing Services
  - Site Access and Storage (including proposed Design-Builder parking and laydown areas)
  - Temporary Environmental Controls
  - Field Offices, Equipment and Services
  - Common Product Requirements
  - General Equipment Stipulations
  - Product Delivery, Storage and Protection Requirements
  - Cleaning and Waste Management
  - Project Record Documents
  - Asset Registry
  - Electronic Operations and Maintenance Manuals
  - Instruction of Owner's Personnel (training for all new process equipment)
  - Spare Parts and Extra Material
  - Project Closeout Requirements
- Equipment and any applicable system performance guarantees developed in accordance with Exhibit B-Project Technical Requirements and as agreed upon with the Owner during the execution of this and previous tasks.
- Equipment and systems manufacturer requirements for installation verification, testing, start-up, and training.

- Detailed commissioning and start-up requirements and procedures for all equipment items in conformance with the Commissioning and Start-up Plan.
- Manufacturer-required operations and maintenance documentation.
- Equipment and systems warranty provisions.
- Requirements for Special Inspection, Observation, and Testing as required in accordance with Chapter 17 of the most recent edition of the International Building Code and any other applicable standards.

Specifications shall be organized according to Construction Specifications Institute (CSI) MasterFormat (latest revision).

Additional information shall include the following, at a minimum:

- Final equipment list
- Process control descriptions
- Input/output list
- Instrument list
- Asset registry list

2.6.4.2 Constructability and Value Engineering Reviews

The constructability and value engineering requirements set forth in Sections 2.1.11 and 2.1.12 shall be performed in the 60 percent Design and incorporated as part of the 60 percent DCD.

2.6.4.3 Maintenance of Plant Operations and Construction Phasing Plan

The Design-Builder shall develop an initial Construction Phasing Plan for general construction sequencing, proposed site access, site utilization for storage of equipment and materials, site entry and exit during construction, temporary construction facilities (parking for Design-Builder and Owner, staging, storage, stormwater controls, office trailers), and site security and access control during construction.

Task 2.5.4.3 Deliverables:

- Construction Phasing Plan

2.6.4.4 Updated Project Cost Model

During development of the 60 percent Design, the Design-Builder shall update its Cost Estimate Submittal on a monthly basis and shall present the updates during Monthly Progress Meetings and the workshops conducted during the 60 percent Design. The Design-Builder shall also prepare an updated Cost Estimate Submittal based on the final 60 percent Design. The updated Cost Estimate Submittal shall be prepared in accordance with Section 2.9 of this Exhibit.

Task 2.6.4.4 Deliverables:

- Monthly updates to the Cost Model
- Update of the Project Cost Model based on the completed 60 percent DCD

2.6.4.5 Updated Design-Build Schedule

The Design-Builder shall update its Design-Build Schedule on a monthly basis and present updates during the during Monthly Progress Meetings and workshops conducted during development of the 60 percent Design. The updated schedule shall indicate key milestone dates for completion of Work from the final 60 percent DCD through Substantial Completion, start-up, testing, and Final Completion.

Task 2.6.4.5 Deliverables:

- Updated Design-Build Schedule presented at each Monthly Progress Meeting and workshop and at the conclusion of 60 percent DCD

2.6.4.6 Training Plan Requirements

The Design-Builder shall develop a Training Plan to cover operations and maintenance of all processes and equipment. The requirements of the Training Plan shall be incorporated into the equipment specifications. The Training Plan shall, at a minimum:

- Include a combination of classroom and field/maintenance shop training.
- Include preparation for covering multiple work shifts and professionally record all sessions for Owner's subsequent use.
- Be designed to completely train Owner staff to competently operate and maintain the Project equipment with the systems theory, sequence of operations, component and functional descriptions, standard operating procedures, hazard analysis of equipment, safety features, emergency procedures, assembly, disassembly, preventive, corrective and predictive maintenance, internal and external wiring, control loop, schematics, and diagrams of all components.
- List all equipment and systems to be installed on the Project, including the following information for each equipment package or system:
  - A description of each equipment package or system with reference to technical specifications or drawings as applicable
  - Identification of target audiences (e.g., operators, mechanical maintenance, electrical maintenance, instrumentation maintenance)
  - Required duration of classroom training for each session and each audience
  - Required duration of hands-on training for each session and each audience
- Establish the hours of training that will be provided prior to Substantial Completion.

Task 2.6.4.6 Deliverables:

- Training Plan and updates

2.6.4.7 Subcontracting Plan

The Design-Builder shall prepare a draft Subcontracting Plan that identifies the type of work or trades that will be required to complete the Work by the Scheduled Substantial Completion Date, describes the methods the Design-Builder will utilize to engage Design Consultants and Subcontractors, describes the methods the Design-Builder will utilize to engage with Design Consultant and Subcontractors classified as disadvantaged business enterprises (as specified by GEFA, EPD, and any other regulatory body), and provides a detailed, line-item breakdown of the estimated costs of each subcontracting package. The Subcontracting Plan shall be submitted as part of the 60 percent DCD Package.

Task 2.6.4.7 Deliverables:

- Subcontracting Plan and updates

2.6.4.8 Final Commissioning and Start-up Plan

The Design-Builder shall refine and update the initial Commissioning and Start-up Plan developed in the 30 percent DCD and provide a final Commissioning and Start-up Plan as required in Section 2.1.13 of this Exhibit. The elements of this Plan shall be included in the various equipment specifications, as appropriate.

2.6.4.9 Required Permits and Approvals.

The Design-Builder shall update the summary of required regulatory permits and approvals and summarize in an Owner's Permit List that is submitted with the 60 percent DCD Package. This summary shall include regulatory contacts and expected procedures required to obtain required permits and regulatory approvals.

2.6.4.10 60 percent DCD Package

A 60 percent DCD Package shall be prepared that includes all the deliverables developed for the 60 percent Design.

Deliverables:

- Draft and final 60 percent DCD Package

Generally, the 60 percent DCD deliverables shall be in searchable, bookmarked PDF format. Upon request, the Design-Builder will provide hard copies or native electronic format of any deliverables. Drawing hard copies shall be 11-by-17 inches in size. Drawings and specifications shall be bound.

2.6.5 Owner Review

The Design-Builder shall submit a complete draft set of the 60 percent DCD Package to the Owner for review. The Design-Builder shall hold a workshop with the Owner to present the 60 percent DCD Package (Task 2.6.6). The Owner will review the 60 percent DCD and provide the Design-Builder with written review comments. The Design-Builder shall make such revisions as required in order to address the Owner's comments. Owner's review and comment is subject to Section 2.4.3 of the General Conditions of Contract.

2.6.6 60 Percent Design Final Review Workshop and Final 60 Percent DCD Package

After the Owner completes review of the draft 60 percent DCD, the Design-Builder shall schedule and conduct a workshop or workshops with the Owner to review the draft final 60 percent DCD. The Design-Builder shall address any Owner comments on the final draft DCD and incorporate any resulting changes into the final 60 percent DCD. The Owner will notify the Design-Builder in writing after the Owner has determined that revisions made by the Design-Builder are acceptable. Owner's notice under this section is subject to Section 2.4.3 of the General Conditions of Contract.

Deliverables:

- Meeting agenda, notes, action items and review comments log
- Final 60 percent DCD Package

2.6.7 Regulatory Review and Approval

The Design-Builder shall prepare submittal packages, including construction drawings and specifications and other materials, required to obtain regulatory permits and approvals, including those that may be required for funding sources identified in Section 1.4 of the Agreement. Design-Builder shall be responsible for submitting these packages, with Owner input and approval, to the identified agencies. The Design-Builder shall follow-up with these agencies and respond to any comments to obtain required permits and approvals, or to get the required submittals in an approvable form. Expected regulatory permits and approvals include, but are not limited to:

- Georgia EPD reviews (see additional requirements for Georgia EPD reviews of plans and specifications required prior to commencement of any construction activities in Section 3.2 Phase 2 Design Services)
- Reviews required by GEFA, Georgia EPD, and USEPA
- Local building permitting
- Land disturbance permitting
- Georgia Department of Transportation (GDOT) Utility Facility Encroachment Permit (GUPS Permit).
- US Army Corps of Engineers (USACE) Section 404 Permit
- Variances/easements for work encroaching private property or Waters of the State buffers

The Design-Builder will also be responsible for satisfying all requirements in GEFA’s guidance document (“Georgia’s State Revolving Loan Fund Guidance for Project Requirements, Drinking Water SRF”), and other requirements set forth in Exhibit D of the Agreement.
Design-Builder will include all such requirements, activities, and durations necessary to comply with the foregoing in the Design-Build Schedule.

Deliverables:

- Permit applications and submittal packages are required by individual permitting agencies (including interim design packages, as applicable)

2.7 Task 7 – Development of the Phase 2 Proposal

2.7.1 Phase 2 Proposal

After the Design-Builder has received the Owner’s written notification that its comments have been satisfactorily addressed in the revised 60 percent DCD, the Design-Builder shall provide the Owner with a Phase 2 Proposal as outlined in Article 2 of the Agreement. The Phase 2 Proposal shall cover completion of design from 60 percent to 100 percent and construction of all of the Work included in the approved 60 percent DCD, including construction of the Project through commissioning, start-up, performance and acceptance testing, and Final Completion.

The Phase 2 Proposal shall provide information on all engineering, procurement, materials, construction labor and equipment, and other services necessary to perform the Work as required under the Agreement. As part of its Phase 2 Proposal, the Design-Builder shall submit a final Subcontracting Plan and a final Phase 2 Schedule that meets the requirements for scheduling set forth herein and in the Contract Documents. The Phase 2 Proposal shall contain the estimated Phase 2 Contract Price and the proposed Guaranteed Maximum Price as described in the Agreement.

2.7.2 Basis of the Estimated Phase 2 Contract Price

In the Phase 2 Proposal, the Design-Builder shall prepare and include documentation supporting the estimated Phase 2 Contract Price and the proposed GMP. The estimated Phase 2 Contract Price shall include the components set forth in Section 2.4.1.1 of the Agreement. The supporting documentation required by this section includes, at a minimum, the following cost estimates and proposal:

- Completion of Design Services (from 60 percent Design to 100 percent Design)
- Professional Services associated with the construction Work performed during Phase 2
- Cost of the Work
- Design-Builder's Fee (based on the estimated Cost of the Work)
- Design-Builder's General Conditions Amount (based on the estimated Cost of the Work)
- The proposed Contingency set forth in Section 7.4.2 of the Agreement

The Phase 2 Proposal shall also include a proposed GMP, which if accepted by the Owner, will be incorporated by the Phase 2 Contract Price Amendment.

The estimated Phase 2 Contract Price shall include sufficient detail to show the build-up of all of its cost components and shall follow the Cost Model Guidelines contained herein. The estimated Phase 2 Contract Price shall include, at a minimum, the following: Subcontractor and equipment vendor competitive bids and quotations, a comparison of the Design-Builder proposed self-performed Work costs with Subcontractor quotations, detailed cost estimating data, allowances (when appropriate), and the method of calculating Design-Builder's contingency (including the method of determining any percentage) proposed to be included in the Phase 2 Contract Price.

For design services, Design-Builder shall provide labor staff categories and associate labor rates used and shall provide the total labor hours by discipline for Phase 2 Services.

The Design-Builder shall validate that all quotations meet the requirements of the Project drawings and specifications and other Contract Documents; all proposed exceptions to the requirements are to be identified and submitted to the Owner for review and approval prior to incorporating into the Phase 2 Proposal.

As provided in Section 7.3.1.1.1 of the Agreement, the Phase 2 Proposal may include proposed rates for direct employees of Design-Builder to perform design services during Phase 2. However, because such rates, if accepted by Owner, will constitute Cost of the Work, such rates shall not include any markup.

2.7.3 Preparation of the Phase 2 Proposal

The Design-Builder will start the development of the Phase 2 Proposal with the preparation of the Cost Estimate Submittal during the Initial Design Development and will continue with development of the Cost Estimate Submittal during 60 percent Design. During Phase 1A and Phase 1B, the Design-Builder will maintain ongoing communication with the Owner to assess and analyze concept and design changes as they relate to the overall Project cost and schedule. The Design-Builder shall utilize an "open-book" approach to develop the Phase 2 Proposal, providing the Owner with full access to all the details that make up the final Phase 2 Proposal.

Design-Builder will prepare the documents and estimates as accurately as possible and keep the Owner fully informed and involved with the design development and cost estimation throughout the Project. The draft Phase 2 Proposal shall be submitted to the Owner and reviewed in a workshop and finalized to incorporate Owner comments (Task 2.7.4).

Task 2.7.3 Deliverables:

- Draft Phase 2 Proposal

2.7.4 Phase 2 Proposal Workshop and Final Phase 2 Proposal

Within 10 working days after delivery of the draft Phase 2 Proposal, the Design-Builder will meet with the Owner in a two-day workshop to present, review, and answer questions about the content of the Phase 2 Proposal, including a detailed review of all Attachments. The Design-Builder will finalize the Phase 2 Proposal within 10 working days after the workshop and resubmit it to the Owner for final review. Changes to the draft Phase 2 Proposal shall be clearly highlighted in an organized format.

Task 2.7.4 Deliverables:

- Workshop Agenda, meeting notes and action items
- Phase 2 Proposal

2.8 Potential Additional Phase 1A and Phase 1B Services

The Owner may request that Design-Builder perform additional services during Phase 1A or Phase 1B. In such event, the provisions of Article 9 of the General Conditions will apply.

2.9 Project Cost Model Guidelines

2.9.1 Introduction

As part of performance of the Phase 1A and Phase 1B Services, the Design-Builder shall prepare, at each design task milestone set forth in this Exhibit (Initial Design, 30 percent DCD and 60 percent DCD), a Cost Estimate Submittal for Phase 2 of the Project. This Section 2.9 sets the requirements to prepare Design-Builder’s Cost Model and Cost Estimate Submittals. Each Cost Estimate Submittal shall represent an “open-book” cost estimate detailing every component of the estimated Phase 2 Contract Price and proposed GMP.

The Cost Estimate Submittal at each milestone will be submitted to the Owner for review and comment. The Owner will either:

1. Approve the Cost Estimate Submittal;
2. Approve the Cost Estimate Submittal with exceptions that the Design-Builder shall incorporate in the next Cost Estimate Submittal (i.e., the cost estimate with the next design submittal); or
3. Reject the Cost Estimate Submittal for additional refinement or development to meet the Owner’s requirements.

Upon acceptance by the Owner of the Cost Estimate Submittal provided at the 60 percent Design submittal milestone, the Design-Builder will be directed to prepare a Phase 2 Proposal to include a proposed GMP as defined in this Exhibit and in the Agreement. The preparation and arrangement of the Phase 2 Proposal and proposed GMP shall also follow these Cost Model Guidelines. Owner’s review, approval, or acceptance of any cost estimates, cost models, or similar information at any stage is subject to Section 2.4.3 of the General Conditions of Contract.

2.9.2 Cost Estimate Submittal Requirements

2.9.2.1 Organization of the Cost Estimate Submittal

The Design-Builder shall prepare each Cost Estimate Submittal containing the following components in the following order:

- Cost Estimate Summary Memorandum
- Attachment 1 – Cost Model

- Attachment 2 – Assumptions and Exclusions
- Attachment 3 – Subcontractor and Supplier Estimates or Bids
- Attachment 4 – Professional Services During Final Design (60 percent to 100 percent) and Professional Services Support during Construction Information
- Attachment 5 – Allowance Items
- Attachment 6 – Proposed Contingency and Contingency Cost Support Information
- Attachment 7 – Start-up, Commissioning, and Acceptance Testing Costs Support Information
- Attachment 8 – Updated Letter from Surety
- Attachment 9 – Updated Phase 2 Schedule

The Design-Builder shall provide four (4) paper copies of each Cost Estimate Submittal in 3-ring binders or other format requested by Owner, as well as one (1) flash drive containing an electronic copy

in Microsoft Excel and Adobe PDF format. Upon request, the Design-Builder will provide the native electronic format of any submittal.

The Owner will provide any comments regarding each Cost Estimate Submittal, and whether the Owner approves, approves with exceptions, or requires revisions to each Cost Estimate Submittal. A meeting will shall be held to discuss the Owner's comments, as well as how the Design-Builder intends to address such comments and incorporate those comments into either a revised Cost Estimate Submittal or the subsequent Cost Estimate Submittal (i.e., the cost estimate with the next design submittal).

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

2.9.2.2 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:

- Summary of costing activities since the previous Cost Estimate Submittal.
- Changes subsequent to the previous cost estimate and reasons for the changes. Changes should be clearly denoted between the current cost estimate and the prior cost estimate.
- Response to Owner's comments on prior Cost Estimate Submittal.
- List of proposed major equipment with the procurement status for each. The procurement status should include supplier pre-qualification activities and suppliers pre-qualified to-date.
- List of proposed construction package subcontracts with the procurement status for each. The procurement updates should include subcontractor pre-qualification activities and subcontractors pre-qualified to-date.
- Current contingency value and the approach to determining the value.
- A cost summary table similar to Table C-1. The total estimated Phase 2 Contract Price is the amount that Design-Builder estimates to complete the final Construction Documents (i.e., final design) and complete all other Work required for construction of the Project.

Table C-1. Design-Builder Cost Summary

Cost Element	IDR	30% Design	60% Design
Cost of the Work: Direct Costs			
Construction Costs			
Allowances and Unit-Price Work			
Start-up, Commissioning, and Acceptance Testing			
Phase 2 Professional Services Itemized Below			
Final Design (60 percent to 100 percent)			
Engineering Services During Construction			
Materials Testing During Construction			
Special Inspections During Construction			
Other Professional Services During Construction			
Subtotal Cost of the Work: Direct Costs (A)			
Cost of the Work: Indirect Costs (excluding General Conditions Costs)			
Bonds and Insurance			
Subtotal Cost of the Work: Indirect Costs (B)			
Contingencies (as allowed by the Agreement)			
General Conditions Amount (D)			
Design-Builder Fee (E)			
Total Estimated Phase 2 Contract Price (A+B+C+D+E)			

2.9.2.3 Attachments

The Design-Builder shall update the attachments described below at each milestone to reflect design progression and refinement of Project during Phase 1A and Phase 1B Services. Such attachments shall also be included in the Phase 2 Proposal. All attachments shall use minimum 11 pt Times New Roman font with at least 6 pt of spacing between each line item, plotted landscape on 11"x17" paper.

A. Attachment 1 – Cost Model

1. **1.** Attachment 1 shall include a line-item cost breakdown of all estimated 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 C-2 such that all Direct Costs (including professional services costs during Phase 2) and Indirect Costs, and any other costs are accurately accounted for. The Design-Builder may propose an alternate arrangement for the organization of the Cost Model, which will be subject to approval by the Owner.

2. The Direct Costs shall be organized by each designated Work Package. The individual Work Package scopes will be agreed upon by both the Owner and Design-Builder. Direct Costs within each Work Package shall be organized by Construction Specifications Institute (CSI) MasterFormat (latest revision).

3. For Work proposed to be performed by the Design-Builder directly (i.e., self-performance), costs should be designated as self-performed Work and should be presented in conformance with Construction Specifications Institute (CSI) MasterFormat (latest revision). The Design-Builder shall provide subcontractor quotations for proposed self-performance Work for comparison to Design-Builder's proposed cost, unless agreed otherwise with 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 shall include the level of detail and intent reflected in the example.

5. General Conditions Amount shall be calculated as provided in Section 7.2.2 of the Agreement: General Conditions Percent multiplied by the estimated Cost of the Work.

6. For Work not performed by the Design-Builder directly (e.g., Work provided by Subcontractors and Sub-Subcontractors), Direct Costs should be designated 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 or subcontracted Work Package), the cost model line item shall correspond to the quotes and bids provided in Attachment 3 of the Cost Estimate Submittal (e.g., 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.

7. The total cost reflected in the Cost Model shall equal the estimated Phase 2 Contract Price provided in the Cost Estimate Summary Memorandum.

8. The Cost Model should include a listing of vehicles, material/hoisting equipment, and other construction-related equipment required to complete the Work.

9. The Design-Builder shall provide an organizational chart of its construction staff and a person-hour analysis including burdened labor rates of employees performing Work at the Site, such as wages and costs as outlined in Sections 7.3.1.1.1 and 7.3.1.1.2 of the Agreement.

Table C-2. Work Package Number

	Work Element Description	Labor Price	Material Price	Equipment	TOTAL COST
Division 3					
03-100	**Concrete**				
03-101	Concrete Material				
03-102	Reinforcing Steel				
03-103	Formwork				
03-104	Cranes				
03-105	Concrete Pumping				
Subtotal 03-100					
Subtotal Division 3					

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. Each assumption, clarification, and/or exclusion shall be referenced to a specific portion of the Agreement, drawing location or specification paragraph.
2. Assumptions, clarifications, and exclusions that are contrary to, or inconsistent with, the Contract Documents shall not be used in interpreting the rights and obligations of the Parties under the Agreement.

C. Attachment 3 – Subcontractor and Supplier Estimates or Bids

1. Attachment 3 shall include a copy of all Subcontractor and supplier quotes or bids received by the Design-Builder. The quotes and bids shall be organized by Work Package. A summary sheet shall be provided for each bid package listing the supplier or Subcontractor that provided quote or bids, the price from each quote or bid, the supplier or Subcontractor selected or recommended, the reason for selection (i.e., low bid, best-value, etc.). One summary sheet can be used for each bid package. Quotes and bids from respective Subcontractors and suppliers shall explicitly describe the scope of services associated with the quote or bid (including assumptions, exclusions, and clarifications), and shall include a quantity and unit price breakdown of primary Work elements.
2. It is expected that as the design progresses (e.g., IDR to 60 percent Design Submittal) most supplier and Subcontractor bids will be obtained by Design-Builder, rather than estimates or quotes, and will be used as the basis for the Cost Estimate Submittal. The Design-Builder shall be responsible for ensuring that all bids are inclusive of all requirements of the Contract Documents; any exception taken by supplier and/or Subcontractor bids must be submitted in writing to the Owner for review and approval prior to incorporating into the Phase 2 Proposal.
3. For sole-source equipment on all major equipment (defined as all treatment process and hydraulic conveyance-related equipment that has a purchase price greater than $50,000) or Subcontracts which may be procured from a sole-source by the Design-Builder without receiving three (3) competitive bids, the Design-Builder shall provide, for each piece of major equipment, documentation listing the purchase price of three (3) similar systems procured within the most recent 24 months.

D. Attachment 4 – Professional Services Scope and Cost

1. Attachment 4 shall include the proposed professional services scope and cost for all professional services to be performed during Phase 2 Services. This may include but is not limited to the following: final design services (60 percent Design to 100 percent Design), permitting assistance, engineering services during construction, Special Inspections during construction, materials testing during construction, and Project closeout.
2. Percentage estimates for various professional services tasks may be used for the Cost Estimate Submittal for the IDR. Further Cost Estimate Submittals (30 percent and 60 percent) shall provide an estimate of labor hours and other Direct Costs associated with such professional services.
3. The Design-Builder shall provide an organizational chart of its proposed professional staff and a person-hour analysis including labor billing rates of professional staff.
4. The cost estimate for professional services for Special Inspections shall be shown separately and shall be based on a work proposal from qualified Special Inspections firms. The Owner reserves the right to contract separately with a Special Inspections firm for these services.

E. Attachment 5 – Allowances (if applicable)

1. Attachment 5 shall include a detailed description of each allowance item proposed by the Design-Builder along with a proposed cost for each allowance item. Each allowance item description shall consist of 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 – Contingency Support Information

1. Attachment 6 shall include a breakdown of contingencies consisting of estimated costs resulting from those events set forth in Section 7.4.2 of the Agreement. Attachment 6 shall contain all financial and probability-of-occurrence analysis and other support information that was used by the Design-Builder to determine the value of the contingencies.
2. For escalation contingencies, the Design-Builder shall detail the escalation approach and methodology used for determining materials and goods escalation over the Project's duration. Escalation for equipment, supply contracts, and subcontracts should not be included within the escalation contingency if such costs were included within the subcontract and equipment packages (e.g., proposers were required to include escalation in their pricing).
3. For risk contingencies, a risk register in accordance with this Exhibit or a risk model of all risks assumed by the Design-Builder shall be included with a corresponding monetary value associated with each risk.[2] The risk register or risk model shall include risk description, risk likelihood/probability, consequence of occurrence (monetary value/cost), mitigation approach, and risk assignment. A copy of the risk register will be provided to the Owner.
4. The monetary value of the contingencies shall equal the Contingency amount provided in the Cost Estimate Summary Memorandum.

G. Attachment 7 – Start-up, Commissioning and Acceptance Testing Costs Support Information

1. Attachment 7 shall include information to support the start-up, commissioning, and acceptance testing, including the Commissioning and Start-up Plan, costs provided in the Cost Model.
2. The Design-Builder shall provide an organizational chart of its start-up, commissioning, and acceptance testing staff; the plan for performing these activities; and person-hour and cost analysis for the associated activities. Include cost information for development of the operations and maintenance manuals by the Design-Builder, if any.
3. The Design-Builder shall provide the cost 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.
2. An updated letter from the surety is not required for the Cost Estimate Submittal with the IDR.

I. Attachment 9 – Updated Final Design and Construction Schedule

[2] The risk register described herein shall not vary or render ambiguous any provision of the Agreement or General Conditions. Without a valid Change Order, no allocation of risk in the Risk Register will change the legal rights and obligations of the parties.

1. Attachment 9 shall include an updated summary-level (i.e., roll-up) schedule for Phase 2 Services in accordance with the requirements of this Exhibit and the Agreement that shall be consistent with the completion durations included in the Cost Model.

2.9.2.4 General Conditions Costs

Instead of reimbursing actual General Conditions Costs as Cost of the Work, the parties have agreed that Design-Builder will be paid General Conditions Costs as a percentage (General Conditions Percent) of the Cost of the Work – which product will be the General Conditions Amount. In developing the General Conditions Percent and estimated General Conditions Amount, the Design-Builder will provide an estimated amount of General Conditions Costs, which will include, without limitation, the following:

- 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.
- Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices.
- The cost of travel, accommodations, and meals for Design-Builder's personnel.
- 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, radio, and internet equipment and service, office computers, software, and maintenance photocopying, office supplies, and petty cash expenses..
- Accounting and data processing costs related to the Work.
- All field and Site overhead costs and the cost of supervision of the Work, including:
  - 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
  - Project specific signage
  - Reference manuals
  - Employee identification system
  - Business licenses and fees
  - Facilities for drinking water and sanitation to support field offices
  - 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
  - Costs 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
  - Costs for developing and maintaining the Health and Safety Program
  - Costs to visually document Project progress using photographs and videos

1. Phase 2 Services

In addition to other requirements of the Agreement, the Design-Builder shall provide the services described in this Section 3.0 during Phase 2.

1.1 Project Management

1.1.1 General

The Design-Builder shall provide management of Design-Builder's Project Team in terms of staffing, budget, schedule, scope, and coordination with the Owner for Phase 2. This task includes managing the Scope of Work, schedule, and budget for execution of this Scope of Work, and communication and coordination with the Owner. The Design-Builder will prepare invoices, progress reports, and Design Progression Log and Project Decision Log updates on a monthly basis. Other activities include keeping the Owner informed and soliciting input from the Owner when making key decisions, coordination with Design Consultants and Subcontractors, scheduling of staff, and coordinating the quality assurance effort.

1.1.2 Monthly Project Reporting Requirements

The Design-Builder shall keep the Owner regularly informed as to the progress of the Phase 2 Services through the submittal of Monthly Project Reports in the form of project dashboards as required by this section, the General Conditions, and this Exhibit. Monthly Project Report requirements shall be consistent with the requirements provided in Section 2.1.2.

Task 3.1 Deliverables:

- Monthly Project Reports
- Design Progression Log
- Project Decision Log

1.1.3 Meetings and Workshops

Unless otherwise agreed to with the Owner, meetings and workshops shall be held at Owner's facilities or, if approved by Owner, virtually.

1.1.3.1 Periodic Progress Meetings

The Design-Builder shall hold periodic progress meetings with the Owner during the performance of Phase 2 Services. Progress meetings shall be held at least monthly shall be consistent with the requirements provided in Section 2.1.3.2.

During Phase 2, the Design-Builder shall include at least one meeting for every 12-months of project schedule with the Owner's Board of Directors to present Project progress and status updates. The Design-Builder shall assist the Owner with preparation of presentation materials, attend the meetings, and assist with presentation, if requested.

1.1.3.2 Technical Workshops

Through the completion of the 100% DCDs, technical Workshops will be held during Phase 2. Workshops shall be consistent with the requirements provided in Section 2.1.3.3.

Task 3.1.3 Deliverables:

- Meetings and Workshop Agendas and Minutes
- Board of Directors (Board) Meetings – Presentation preparation and handouts.

1.1.4 Change Management Requirements

Throughout Phase 2 Services, Change management shall be a standing agenda item at each Periodic Progress Meeting and shall be updated consistent with the requirements provided in Section 2.1.5 in each Monthly Project Report. Following approval of the Initial Design Report (IDR), the Change Management Log shall be used to track changes to the approved Project design and their associated cost and schedule impacts.

Task 3.1.4 Deliverables:

- Change Management Log and updates
- Back-up information including cost and schedule updates for proposed changes

1.1.5 Quality Management Plan

The Quality Management Plan as required in Section 2.1.6 shall be updated by the Design-Builder over the course of the Project.

Task 3.1.5 Deliverables:

- Quality Management Plan updates

1.1.6 Design-Build Schedule

The Design-Builder shall update the Phase 2 Services Schedule developed as a part of Section 2.1.8 and submitted for acceptance by the Owner as a part of Section 2.7 Task 7 – Development of the Phase 2 Proposal, which schedule must comply with and remain subject to Section 2.1.3 of the General Conditions of Contract. The Design-Build Schedule shall be based on the requirements of Article 6 of the Agreement.

During Phase 2, the Design-Builder shall update the Phase 2 Services Schedule on a monthly basis, at a minimum, and as otherwise required herein.

The Design-Builder shall undertake and complete the Phase 2 Services in accordance with the Phase 2 Services Schedule. Updates on the Design-Builder's compliance with the Phase 2 Services Schedule shall be submitted with each Monthly Project Report required by this Exhibit and the General Conditions. The Phase 2 Services Schedule shall meet the requirements set forth in this Exhibit.

Notwithstanding anything to the contrary herein, the schedules identified and described in this Exhibit are subject to the conditions set forth in Section 2.1.3. The Minimum Requirements for the Design Build Schedule are provided in Section 2.1.8.4. The Owner's Review requirements are provided in Section 2.1.8.5.

Task 23.1.6 Deliverables:

- Design-Build Schedule monthly updates

1.1.7 Records Management System

Consistent with the requirements provided in Section 2.1.9, the Design-Builder shall maintain and update the Records Management System throughout Phase 2 Services.

- Records Management System documentation

1.1.8 Project Execution Plan

Consistent with the requirements of Section 2.1.10, the Design-Builder shall maintain and update the Project Execution Plan throughout Phase 2 Services.

Task 3.1.8 Deliverables:

- Project Execution Plan and updates

1.1.9 Constructability Reviews

Constructability reviews shall be conducted by the Design-Builder as an ongoing activity during the development of the Initial Design, 90 percent Design submittals. Constructability reviews shall be consistent with the requirements provided in Section 2.1.11. Constructability discussions shall be included in the design development workshops conducted with the Owner during the performance of Phase 2 Services and the results of these reviews shall be presented in the deliverables for the 90-percent Design submittals.

1.1.10 Value Engineering

Value engineering shall be conducted by the Design-Builder as an ongoing activity during the development of the 90 percent Design submittal. The value engineering effort shall be consistent with the requirements provided in Section 2.1.12. Value engineering discussions shall be included in the design development workshops conducted with the Owner during the execution of Phase 2 and the results of these reviews shall be presented in the deliverables for the 90-percent Design submittals.

1.1.11 Commissioning and Start-up Plan

The Design-Builder shall continue to develop the Commissioning and Start-up Plan throughout Phase 2 Services. Updates to the Commissioning and Start-up Plan shall be incorporated in the deliverables for the 90-percent Design submittals.

The Design-Builder shall prepare and submit a Performance Guarantee Summary documenting all aspects of the project where performance standards are specified in the Contract Documents. Summary to be organized by drawing sheet, specification section, and equipment item.

The Commissioning and Startup Plan shall be consistent with the requirements provided in Section 2.1.13.

Task 3.1.11 Deliverables:

- Commissioning and Start-up Plan updates

1.2 Phase 2 Design Services

As set forth in Section 2.2.3 of the Agreement, the Design-Builder shall complete the design submissions, starting with the 60 percent DCD identified in Section 2.6.6 hereof, and proceeding as described in Section 2.4.2 of the General Conditions to achieve final Construction Documents.

Prior to commencing any construction activities on the Project, the Design-Builder shall submit plans and specifications to Georgia EPD for review and approval in accordance with Georgia EPD requirements. The plans and specifications shall be stamped by professional engineers and architects licensed in the state of Georgia and duly qualified and capable of designing wastewater systems including design treatment processes to meet Georgia EPD discharge limits. Any comments received from Georgia EPD or other agencies (including agencies providing or administering funds) shall be reviewed with the Owner. The Design-Builder will address said comments to obtain approval to construct from Georgia EPD and such other agencies. Any significant deviation from the approved plans or specifications affecting capacity, hydraulic conditions, operating units, the functioning of water treatment processes, the quality of water to be delivered, or any provisions stipulated in the Georgia EPD's original and subsequent letters of approval must receive prior approval by Georgia EPD before any construction or installation. During construction, the Design-Builder shall comply with all requirements stipulated by Georgia EPD in their approval letter of the plans and specifications and provide timely notifications to Georgia EPD during start-up and commissioning of facilities.

3.3 Asset Registry

The Design-Builder shall gather and electronically record financial and technical information for new assets associated with this Project needed to support Owner's Fixed Asset Registry and Computerized Maintenance Management System (CMMS). The Design-Builder shall submit the information on a monthly basis with each Monthly Status Report. The proposed format and content of the Asset Management report shall be developed by the Design-Builder during Phase 1B and submitted to the Owner for acceptance. Information required for the Asset Registry shall continue to be tracked during Phase 2 Services (final design and construction) and included on monthly submittals to the Owner.

3.4 Progress Payments and Sales Tax Rebate Assistance

Certain sales tax paid to the State of Georgia by the Design-Builder, its Subcontractors, suppliers, and vendors ultimately may be paid by the Owner by reimbursement to the Design-Builder through Progress Payments. The Owner desires to apply to the State of Georgia for a rebate of such sales taxes back to the Owner. The Design-Builder shall assist the Owner with the Owner's procedures for applying for such rebates. With each Application for Payment, the Design-Builder shall submit invoices that show the amount of sales tax paid, and the entity that paid the tax, for the items on that invoice.

The Design-Builder shall develop and maintain an Excel spreadsheet that summarizes the date and amount of sales tax paid, the entity that paid the tax, and a cross reference to the Design-Builder's Application for Payment number. The Design-Builder shall further assist the Owner by periodically executing, and requiring its Subcontractors, suppliers, and vendors that paid sales tax to the State of Georgia to periodically execute, certain forms required by the State of Georgia as part of Owner's application for sales tax rebate.

3.5 Submittals and Shop Drawings

Review and Approval of Submittals: The Design-Builder shall review, study, and approve, or take other necessary action upon all shop drawings, product data, samples, and other submittals to ensure that the Project will be constructed timely in strict compliance with the Contract Documents. The Design-Builder shall use the Records Management System to distribute, record comments, and track submittals. For those submittals that require Owner's approval, Design-Builder will not proceed with the construction Work until such approval is obtained in writing. Any requested deviations from previously approved design documents require Owner's approval and may require approval from Georgia EPD.

Owner’s Option to Review Submittals: The Owner shall, in its discretion, have the right to review and approve of submittals, and if the Owner so elects, the Design-Builder shall not perform any portion of the Work as to which Owner has required submittal and review until such submittal has been approved by the Owner. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. Approval by the Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents nor shall such approvals relieve Design-Builder of any of its responsibilities or warranties under the Contract Documents. The Design-Builder shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Design-Builder shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner.

3.6 Operations and Maintenance Documentation

The Design-Builder shall prepare or procure and shall transmit to the Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work. Facility-wide operation and maintenance manuals shall be provided in searchable, electronic format and shall be compatible with Owner’s electronic O&M software.

3.7 Record Documents

3.7.1 General

The Design-Builder shall compile, maintain, record, and submit Project Record Documents as specified herein.

Record Documents include but are not limited to:

- As-Built Drawings
- Specifications
- Change Orders and other authorized modifications to the Contract Documents
- Design-Builder’s field orders or written instructions, including Requests for Information (RFI), and clarification memorandums
- Reviewed submittals, including shop drawings, product data, and samples
- Test records

The Design-Builder shall continuously maintain on the Site throughout the Contract Times (i) an up-to-date set of the Contract Documents and Construction Documents marked to record, on a current basis, the changes authorized by Article 9 of the General Conditions, and (ii) the following:

- Selections and modifications made during Phase 2
- Change Orders and Change Order logs
- A copy of all Requests for Information (“RFI”) and responses thereto
- RFI logs
- Shop drawings, product data, samples, other submittals, and all responses thereto and approvals thereof
- Submittal log

All of the items identified in this Section 3.7, herein known as “Record Documents,” shall be available to the Owner at all regular business hours and shall be the property of the Owner. The Design-Builder shall store Record Documents in a location and in a manner so as to be readily accessible to the Owner. The Design-Builder shall maintain documents in a clean, dry, legible condition, and in good order, and shall provide for secure storage of the documents. The Design-Builder shall make Record Documents and all other Project-related documents and samples available, at all times, for inspection by the Owner.

3.7.2 As-Built Drawing Documentation

The Design-Builder shall employ a currently registered surveyor to prepare the As-Built Drawings from a post-construction, field-run survey. Unless otherwise noted, the As-Built Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Design-Builder, dimensions, distances, and coordinates to the nearest 0.01 foot, and horizontal angles to the nearest 10 seconds.

3.7.3 Recording

The Design-Builder shall:

- Label each document "Project Record" followed by the date of preparation in neat, large, printed letters.
- Record information concurrently with construction progress.
- Not conceal any Work until required information is recorded.

3.7.4 As-Built Drawings

As-Built Drawings shall have a title block indicating that the drawings are As-Built Drawings and the date the As-Built Drawings were prepared. Design-Builder will use paper copies of the Drawings for field-markup purposes.

All As-Built Drawing information shall be based on the following:

- North American Datum of 1983 (NAD 83) State Plane Georgia West FIPS 1002 US Feet
- North American Vertical Datum of 1988 (NAVD 1988)

The Design-Builder will legibly update As-Built Drawings, including data from field-run surveys, to record actual construction, including:

- All Construction:
  - Changes of dimension and detail
  - Changes authorized by Article 9 of the General Conditions
  - Details not on original Construction Documents
- Site Improvements, including underground utilities:
  - Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed, utilities encountered, and those utilities abandoned, referenced to permanent surface improvements
  - Labels and stationing for all newly installed, encountered, and abandoned underground utilities and appurtenances
  - Locations of and dimensions of roadways and parking areas, providing dimensions to back of curb when present

- The locations shall be referenced to at least two easily identifiable, permanent landmarks (such as power poles, valve markers, and the like) or benchmarks for each project Site location

3.7.5 Specifications

The Design-Builder will legibly mark each section to record:

- Manufacturer, trade name, catalog number, and supplier of each product, and item of equipment actually installed
- Changes authorized by Article 9 of the General Conditions

3.7.6 Submittal of Record Documents

The Design-Builder shall provide the original, red-lined markup copy of the Construction Documents. Additionally, the Design-Builder shall provide all final Record Documents via appropriate electronic transfer as approved by Owner. The drawings shall be provided in native and neutral (.X3D or Owner-approved equivalent) digital file format and in PDF format. The Design-Builder shall also provide the Owner with two sets of paper prints of the as-built drawings – one set shall be 11” x 17” and the second set shall be 22” x 34”. Specifications and other written documents shall be provided in bookmarked PDF searchable electronic format with record changes shown in “tracked changes.”

Periodic field visitations shall be made during construction by the Design-Builder’s primary design engineer, and all other consultants retained for design of this Project, to observe the implementation of their specific discipline and area of work. The Design-Builder shall require each of these to generate a written report of each visit. The Design-Builder shall provide the Owner with copies of such written reports as promptly as possible, but in no event later than five days after each such visit.

Final inspections and punch lists shall be made by each of the primary design engineer and all other consultants, as well as the Design-Builder. The Design-Builder shall provide the Owner with copies of the punch lists and any other written reports from these visits as promptly as possible, but in no event later than three days after each such visit.

3.8 Project Meetings

3.8.1 Preconstruction Conference

Owner will schedule and conduct a Preconstruction Conference prior to the issuance of the Notice to Proceed with Phase 2 Services. The Design-Builder’s staff and major Subcontractor’s staff shall attend, including at a minimum the following:

- Project Administrator
- Project Manager
- Construction Superintendents
- Principal Design Engineer’s key staff (e.g., Design Manager, Discipline Lead Engineers, etc.)
- Major Subcontractors

3.8.2 Project Coordination Meetings

The Design-Builder shall conduct a jobsite progress meeting at least once every two weeks after site Work begins.

The Design-Builder shall also conduct regular monthly meetings at a location approved by the Owner. The following parties will attend these meetings:

- Owner's Representatives, as appropriate
- Design-Builder's Project Manager and Site Superintendents
- Representatives of the Design-Manager's design engineer as pertinent to the meeting agenda
- Major Subcontractors as pertinent to the meeting agenda

The Design-Builder shall prepare and distribute agenda 3 working days before the meeting and minutes for Project Coordination Meetings a within a week of the meeting.

3.9 Construction Photographs and Videos

The Design-Builder shall provide the Owner with digital construction photographs and audio/video recordings of the Project. Photographs and audio/video recordings shall become the property of the Owner. None of the photographs or audio/video recordings shall be published without express written permission of the Owner. The photographs and recordings shall include date and time markings. All photographs and recordings shall be labeled electronically to indicate date, Project Site location, and description of Work shown. All videos shall be provided with an audio narration, stating a description of what is shown.

3.9.1 Pre- and Post-Construction Photographs

Prior to the beginning of any Work, the Design-Builder shall take photographs and audio/video recordings of the Work area to record existing conditions. Following completion of the Work, additional photographs and video/video recordings shall be made showing the same areas and features as in the preconstruction photographs and videos.

3.9.2 Progress Photographs

Progress photographs and video recordings shall be provided periodically to the Owner, at least monthly, and shall be of sufficient quantity and detail to capture all of the in-progress and recently completed elements of the Work.

3.10 Special Inspections

The Design-Builder shall coordinate with Special Inspectors during Phase 2, as follows, at a minimum:

- Provide access to shop or Project Site for Special Inspection and Testing requirements.
- Coordinate with Special Inspection firm in advance of required Special Inspection no later than 3 working days prior to date of Special Inspection.

- Provide access for Special Inspector to Construction Documents and Record Documents.
- Retain special inspection records on-site to be readily available for review.
- Cooperate with Special Inspector and provide safe access to the Work to be inspected.
- Submit Fabricator's Certificates of Compliance for approved fabricators.
- Provide reasonable auxiliary services as requested by the Special Inspector. Auxiliary services required including at a minimum the following:
  - Provide access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests to assist the Special Inspector in performing tests or inspections.
  - Provide storage space for the Special Inspector's exclusive use, such as for storing and curing concrete test samples and delivery of samples to testing laboratories.
  - Provide the Special Inspector with access to all approved submittals.
  - Provide security and protection of samples and test equipment at the Project Site.
  - Provide samples of materials to be tested in required quantities.
  - Materials and systems shall be inspected during placement where continuous Special Inspection is required.
- Where periodic Special Inspection is required:
  - Schedule inspections during or at completion of their placement or a combination of both.
  - Schedule periodically inspected Work (either inspected during or after its placement) so that corrections can be completed and re-inspected before Work is inaccessible.

3.11 Temporary Facilities and Controls

In addition to the requirements set forth in the General Conditions, the Design-Builder shall provide the following for Owner's exclusive use at the site:

- Owner's field office, including temporary utility services.
  - The field office shall be fully installed, including all equipment and services, and available for Owner's use prior to the start of Work and shall remain on Site until Final Completion of the Work.
  - The field office shall have a 24-inch by 36-inch marine plywood sign erected on the outside wall of the field office in a location determined by the Owner and painted with at least two coats of exterior grade paint, white background with 3-inch high lettering, neatly arranged, with colored Owner's logo added.
  - The Owner's field office shall have, when finished, not less than 800 square feet of interior floor space with full height (floor to ceiling) partition walls. The office shall be divided into the following areas:
    - Storage closet for consumable supplies.
    - Two (2) separate rooms (120 sf minimum each) with lockable doors and equipped with desk, chair, and other office furnishings as required by Owner.
    - One (1) general use area (400 sf minimum) equipped with furnishings as required by Owner.
    - One (1) restroom facility (totally enclosed water closets and lavatories, 100 sf minimum).

- Final arrangement of these spaces required furnishings, and office supplies to be provided by Design-Builder shall be developed as part of Design-Builder’s Phase 1B Services.

3.12 Project Site Access and Security

The Design-Builder shall take all reasonable steps and legally required measures at the Project Site to adequately protect the Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the Project Site. The Design-Builder shall at all times safeguard the Owner’s property and employees from injury or loss in connection with the performance of the Work. Design-Builder shall at all times safeguard and protect its own partially or completely finished Work and that of the adjacent property and all adjacent work from damage.

The Design-Builder shall protect the Owner’s equipment, apparatus, machinery, and other property and all adjacent work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Work.

While on the Owner’s property, all Design-Builder's employees and Subcontractors shall confine themselves to areas designated by the Owner and will be subject to the Owner site access controls and security requirements, if any, in effect at the site of the Work. At all times relevant to the Work, the Design-Builder shall provide access to the Work to the Owner and the Owner’s designees without formality or other procedure.

3.13 Records Management System

The Records Management System established by the Design-Builder for use by all parties during Phase 1A and Phase 1B Services shall be used for management of documents generated or used during Phase 2, including at a minimum:

- Meeting and workshops agendas, presentations, and notes
- Construction Documents
- Submitting and tracking requests for information (RFIs)
- Document submittals and transmittals including drawings (PDF format)
- Change Orders
- Work Change Directives
- Other construction phase submittals as agreed to with the Owner

3.14 Existing Facility Operations

The Design-Builder is advised that continuous operation of Owner’s facilities is of critical importance. The Design-Builder shall schedule and conduct activities to enable existing facilities to operate continuously and without abatement or impairment, unless otherwise planned and approved in writing by the Owner. The Design-Builder shall perform Work continuously during critical connections and changeovers, and as required to prevent interruption of Owner’s operations. When necessary, the Design-Builder shall plan, design, and provide various temporary services, utilities, connections, temporary piping and heating, access, and similar items to maintain continuous operations of Owner’s facilities. The Design-Builder shall not close lines, open or close valves, or take other action that would affect the operation of existing facilities or systems unless authorized in advance and in writing by Owner. Such authorization must be requested no less than 3 working days after receipt of Design-Builder’s written request.

3.15 Transportation and Handling

Design-Builder shall provide transportation of all equipment, materials, and products furnished for the Project to the Project Site. In addition, the Design-Builder shall provide preparation for shipment, loading, unloading, handling and preparation for installation, and all other Work and incidental items necessary for the satisfactory prosecution and completion of the Work.

3.16 Storage and Protection

The Design-Builder shall be responsible for selecting and securing any storage site or sites necessary for the construction of this Project. The Owner may, but has no obligation to, provide an area or areas near the Project Site for temporary storage of Design-Builder’s material. The Design-Builder shall coordinate with the Owner prior to the commencement of construction for these arrangements.

3.16.1 Storage

- Maintain ample way for foot traffic at all times.
- All property damaged by reason of storing of material shall be properly replaced at no additional cost to the Owner (and such costs will be considered as costs under Section 7.3.2.14 of the Agreement).
- Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
- Store products in accordance with manufacturer's instructions.

3.16.2 Protection

- Use all means necessary to protect the materials, equipment, and products before, during, and after installation and to protect the installed Work and materials of all trades.
- All materials shall be delivered, stored, and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism, or other causes.
- Substantially constructed weathertight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the Site that may require protection from damage by the elements.
- Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel, and sheet construction products shall be stored with one end elevated to facilitate drainage.
- Building products and materials such as cement, grout, plaster, gypsum board, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, and the like shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block, and structural tile may be stored outdoors under a properly secured waterproof covering.
- Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of precipitation and wind damage.

3.16.3 Extended Storage

If certain items of major equipment need to be stored for an extended period, the Design-Builder shall provide satisfactory long-term storage facilities that are acceptable to the equipment Manufacturer and the Owner. The Design-Builder shall provide all special packaging, protective coverings, protective coatings, power, nitrogen purge, desiccants, lubricants, and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

3.17 Procurement of Owner-Direct Purchases

At the Owner's option and election, the Owner may directly purchase materials or equipment, or both, for the Project to be installed as part of the Work ("Owner-Direct Purchases"). The Design-Builder, as part of the 60 percent DCD, shall provide the Owner with a listing of major equipment items. The Design-Builder shall assist the Owner in procuring such Owner-Direct Purchases and, if requested in writing by Owner, as the Owner's agent pursuant to a form of purchase agreement provided by the Owner. If Owner elects the option provided in this section, Design-Builder will consult with Owner concerning the payment of Georgia use taxes.

3.18 Contract Closeout

In addition to all other requirements in Section 6.7 of the General Conditions, prior to Project closeout and Final Payment, the Design-Builder shall deliver to the Owner the following:

- Record Documents
- Equipment and structure test reports
- Operation and maintenance, information, instructions, manuals, documents, drawings, diagrams, and records
- Spare parts
- Training session materials and recordings
- Post-construction photographs and videos
- Warranty information
- Asset registry information
- Documentation that all permits have been properly closed out
- Approved shop drawings and samples
- Special bonds, special guarantees, and service agreements
- Consent of Surety to Final Payment
- Releases or waivers of liens and claims

3.19 Commissioning, Start-up, and Testing

3.19.1 Commissioning, Start-up, and Testing to Achieve Substantial Completion

3.19.1.1 Design-Builder's Commissioning and Start-up Activities Requirements

The Design-Builder shall carry out all detailed testing processes and procedures, and sequence and schedule all corresponding activities, necessary to demonstrate the ability of the Project to meet all specified Performance Requirements, in accordance with the Commissioning and Start-up Plan. The Performance Requirements include all performance requirements set forth in this Exhibit, other Contract Documents, any performance guaranties or performance standards set forth in the Phase 2 Contract Price Amendment or other Contract Documents, or as required by any funding agencies or the Legal Requirements. All testing processes and procedures and all other requirements of the Commissioning and Start-up Plan shall be conducted so that the Independent Certifier will review the Project's compliance with all tests, performance standards, and other requirements of the Contract Documents.

The Design-Builder shall complete each step set out below as a condition to the achievement of Substantial Completion and shall coordinate its activities to ensure that the Owner's Representatives may observe any testing activities:

- Software FAT and SAT testing, including test plan development shall be conducted by the Design-Builder in compliance with Owner's SCADA Standards.
- Dry and Wet Testing:
  - All process, mechanical, electrical, control and any other equipment related to the Project shall be dry and wet tested to demonstrate that they are successfully installed in full compliance with the Contract Documents, and shall be completed on each piece of equipment, sub-system, and system prior to that component of the Project being placed in service.
  - Any part of any existing facilities that forms part of the Contract Documents or the Project shall be tested as part of the dry and wet testing phase to demonstrate that it can meet the duty and Performance Requirements of the Contract Documents.
- Dry Testing:
  - Carry out dry testing of the Project to the extent possible before introducing flows into the Project.
  - Dimensional, alignment, piping connections and electrical connections and equipment and control system functionality shall all be verified.
  - Arrange for the supplier or their authorized representative to verify that the equipment is properly installed and provide a Certificate of Proper Installation. Where multiple suppliers provide equipment to make a system fully functional, such as a pump equipped with a variable-speed drive, each supplier shall sign off on a Certificate of Proper Installation.
- Wet Testing:
  - Wet testing shall be completed in two stages.
    - In the first stage, equipment shall be run for a short period, either individually or as complete sub-systems or systems, as appropriate. During this first stage, local controls shall be satisfactorily verified by cycling the equipment through several start-stop operations and modulating its output, or a combination thereof. The frequency of start-stop operations shall not exceed equipment manufacturer recommendations. Operating parameters such as temperature, pressure, voltage, vibration, and any other applicable supplier specifications and Construction Documents shall be checked to ensure they are consistent with the Contract Documents and, as a minimum, the supplier's recommended limits.
    - In the second stage, process systems shall be restarted and run continuously for a minimum of seven days in automatic control. During this second stage, as far as practicable, conditions shall be simulated which represent maximum or most severe, average, and minimum or least severe conditions as defined by the Contract

Documents. In the event that it is not practical to simulate automatic control and operate process systems continuously for a minimum of seven days, the Design-Builder shall propose an alternate means of testing such equipment.

- The test conditions shall be as set out in the Commissioning and Start-up Plan and shall be determined to ensure that the wet testing properly verifies the performance of the Project in accordance with the Contract Documents.
- The seven-day wet testing of individual systems may be conducted either concurrently or in sequence as is practicable and as set out in the Commissioning and Start-up Plan.
- In the event that any of the seven-day wet tests are terminated before completion or are unsuccessful, then that test shall be repeated in its entirety.
- Design-Builder shall make provisions for water used in Wet Testing to not be sent into the Owner's distribution system as part of the Commissioning and Start-up Plan.

• Capacity Tests:

  - The capability of the Project, including pumps, all equipment, conduits, piping, to successfully convey the flows and meet the design capacity of individual equipment and the system as a whole and in accordance with the Contract Documents shall be demonstrated during the Capacity Tests, which will be performed after dry and wet testing are complete for components of the Project related to each such Capacity Test. The Design-Builder shall plan and conduct the tests so as to ensure that the systems are subjected to the design capacity flows and in accordance with the Contract Documents.
  - The Capacity Tests shall also demonstrate that the Project functions in accordance with the key hydraulic parameters of the Contract Documents. Where necessary to achieve the design capacity flows for the Capacity Tests, either individual trains or facilities with multiple identical trains can be utilized with proportional flows and/or the flows shall be augmented using temporary equipment to simulate the design capacity flows. Where it is necessary to modify settings or utilize temporary equipment outside the limits of the Project, such modifications must be coordinated with Owner.
  - The Capacity Tests may be conducted during the 30-day Performance Test. If the Capacity Tests are terminated before successful completion, the testing shall be repeated in its entirety for components of the Project related to each such Capacity Test. Testing shall demonstrate the ability to treat the design capacity and in accordance with the Contract Documents for a minimum of an eight-hour period.
  - Design-Builder shall obtain necessary approvals from Owner and Georgia EPD prior to discharging any treated water into the Owner's distribution system.

• Pump Testing

  - Design-Builder will meet or exceed the performance and testing requirements of the Hydraulic Institute (HI).
  - As part of Phase 2, Design-Builder will witness factory testing as deemed necessary and approved by Owner.

• 30-day Performance Test:

  - The Design-Builder shall perform the 30-day Performance Test in accordance with Section 3.19.2.

Design-Builder shall ensure the completion of all demolition and decommissioning activities.

3.19.1.2 Commissioning and Start-up Test Monitoring

During the Commissioning and Start-up Testing the process parameters from any performance standards and performance guarantees shall be regularly monitored by Design-Builder for specific key parameters identified in the Commissioning and Start-up Plan, as well as electricity, natural gas, and potable water consumption.

Design-Builder shall ensure that the frequency of sampling and analysis conducted shall be in accordance with the Commissioning and Start-up Plan. All samples shall be analyzed by a certified, independent laboratory that utilizes standard analytical and quality control procedures. The laboratory shall be identified and agreed upon by Design-Builder and Owner prior to testing.

3.19.1.3 Commissioning and Start-up Test Reporting

The Design-Builder shall prepare the Commissioning and Start-up Test Report and submit the report to Owner and the Independent Certifier in accordance with the format set out in the Commissioning and Start-up Plan as a condition of Substantial Completion. The Design-Builder shall ensure that the Commissioning and Start-up Test Report shall include, at a minimum, the following information:

- All sampling, analysis and monitoring data measured and recorded pursuant to the Commissioning and Start-up Plan including laboratory analysis, chemical consumption, instrument calibration certificates and any relevant calculations based on the data provided
- All process trend data from relevant analyzers and meters
- All necessary certification relating to the testing, analysis, and evaluation
- A record of all equipment failures, repairs, replacements, and maintenance encountered during execution of the Commissioning and Start-up Plan
- Certification stating that all testing was completed in accordance with the reviewed Commissioning and Start-up Plan
- Certification of the Capacity Tests and Performance Test results and a determination of the extent to which the results comply with the Contract Documents

The Design-Builder, the Independent Certifier, and Owner shall meet to review the Commissioning and Start-up Test Report no later than five working days following submission of the Commissioning and Start-up Test Report by the Design-Builder. Owner and the Independent Certifier shall, following such meeting, provide the Design-Builder with comments on the Commissioning and Start-up Test Report no later than five working days following such meeting. The comments on the Commissioning and Start-up Test Report shall be categorized as follows:

- Comments identifying instances of non-compliance with the criteria set out in the Commissioning and Start-up Test
- Drafting comments not related to compliance

The Design-Builder shall promptly resolve any instances of non-compliance indicated by the commissioning and testing required by this 3.19 or as may be raised by Owner or the Independent Certifier to the satisfaction of Owner and the Independent Certifier. In the event of a non-compliance, required re-testing will be completed in accordance with the Commissioning and Start-up Test. The Design-Builder shall, following resolution of all such non-compliances, re-issue the Commissioning and Start-up Test Report as a condition of the Independent Certifier's confirmation that the Commissioning and Start-up Test has been successfully completed.

For clarity, "drafting comments" as mentioned herein need not be resolved as a condition of the Independent Certifier's confirmation that the Commissioning and Start-up Test has been successfully completed; however, the Design-Builder will be required to treat all such "drafting issues" as minor deficiencies and re-issue the corrected Commissioning and Start-up Test Report prior to Final Completion.

3.19.1.4 Criteria to Determine Compliant Commissioning and Start-up Test

The Design-Builder acknowledges and agrees that the Project will be deemed to have passed the Commissioning and Start-up Test only if the results for every parameter comply with the Contract Documents and the test standards and criteria identified in the reviewed Commissioning and Start-up Plan, and all components and systems operate successfully throughout the tests in automatic control with only routine operator adjustment.

3.19.1.5 Re-testing of the Commissioning and Start-up Test

The Design-Builder shall take corrective actions and repeat such tests, as applicable, if a compliant Commissioning and Start-up Test is not achieved.

3.19.1.6 Operation and Maintenance Manuals

Consistent with Section 3.6 hereof, the Design-Builder shall further develop the content of the O&M Manuals by consulting with Owner or their designated representative when required but prior to Substantial Completion.

The Design-Builder shall provide the O&M Manuals for the Project in both electronic pdf and hard copy form conforming to Owner's Standards. A minimum of five hardcopies and two electronic (on USB Flash drive) shall be provided. Format of O&M Manuals shall be coordinated with and similar to the Owner's electronic O&M manual specifications.

The Design-Builder shall ensure that all instructions in the O&M Manuals are in simple language to guide the Owner's operating staff in the proper operation and maintenance of the Project.

The Design-Builder shall ensure that the O&M Manuals shall contain the following items as they specifically apply to the Project and conform with the requirements outlined in Owner's SCADA Standards:

- System design criteria
- Process description and functional design specifications
- System and controls schematics
- Operating instructions, including proprietary equipment manufacturer's printed instructions describing proper operation
- Equipment list and equipment identification data including name plate information for each piece of equipment
- Tag listing identifying the tag number and equipment description and location
- Spare parts list including proprietary equipment manufacturer's recommended spare parts listing for all equipment

- Supplier and Design-Builder listing identifying all Design-Builder Parties and suppliers who supplied and installed the equipment, systems, materials or finishes and including the suppliers' and Project Parties' names, addresses and telephone numbers
- Record Drawings
- Complete set of the final shop drawings
- Product data including equipment manufacturer's product data for proprietary equipment, systems, materials, and finishes
- Copies of inspection reports, test reports and other certificates required by the Agreement
- Copies of manufacturer's warranties, maintenance bonds and service contracts
- Construction completion and testing reports documenting the performance and the results of the tests required by the Agreement
- Any other documentation or information required by the Agreement

3.19.2 30-day Performance Test

3.19.2.1 3.19.2.1 30-day Performance Test Requirements

- The Design-Builder shall perform a 30-day Performance Test for the new WPCF to demonstrate that Project meets the requirements of the Contract Documents and can operate reliably for a minimum of 30 consecutive days with only routine operator adjustment.
- The Design-Builder shall ensure that the Project is placed into the configuration for normal operation and shall have all equipment operational prior to the commencement of the 30-day Performance Test.
- The Design-Builder shall ensure that, during the 30-day Performance Test, components and systems are operated in automatic mode to prove proper operation of the plant control system.
- During the 30-day Performance Test, the Design-Builder shall ensure that the operations of the Project shall follow operating procedures and protocols in the O&M Manuals.
- The Design-Builder shall ensure that the testing requirements for the 30-day Performance Test, shall, at a minimum, include the categories and frequencies of analysis required by the O&M Manuals,

augmented as required by additional sampling and analysis to demonstrate that the Project meets the Performance Requirements contained in the Contract Documents.

- The Design-Builder shall monitor and sample the influent wastewater, effluent wastewater, and any internal recycle (e.g. RAS, WAS, belt filter press filtrate, filter backwash, digester decant, and plant reuse) streams at a frequency equal to or greater than that specified in Commissioning and Start-up Plan for all design and performance testing requirements, parameters, and criteria specified in the Contract Documents.
- The Design-Builder shall ensure that all sampling and analysis carried out during the 30-day Performance Test shall be carried out in accordance with the procedures set out in a Sampling and Analysis Plan submitted by the Design-Builder and approved by the Owner prior to incorporating into the Commissioning and Start-up Plan. The Design-Builder shall ensure that split samples of all the samples taken during the during the 30-day Performance Test shall be provided to Owner for independent analysis if so required.
- The Design-Builder shall ensure that all samples shall be analyzed by a certified, independent laboratory that uses standard analytical and quality control procedures. The Design-Builder shall identify and submit the laboratory to Owner for Owner's approval 30 days prior to testing.

3.19.2.2 Criteria to Determine That the 30-day Performance Test Has Met Requirements

The Design-Builder acknowledges and agrees that the Project will be deemed to have passed the 30-day Performance Test only if:

- The results for every parameter comply with the Contract Documents and the test standards and criteria identified in the reviewed Commissioning and Start-up Plan in accordance with the Contract Documents and all components and systems operate successfully throughout the tests in automatic control with only routine operator adjustment;
- The testing must meet the specified water quality standards for the continuous duration of the Performance Test for this test to be deemed to have passed; and

3.19.2.3 Re-testing of the 30-day Performance Test

If the 30-day Performance Test results fail to demonstrate compliance with the Contract Documents and to fulfil the test standards and criteria identified in the reviewed Commissioning and Start-up Plan in accordance with the Contract Documents, the Design-Builder shall take corrective actions and repeat such tests until the Project satisfies the requirements of Section 3.19.2 hereof.

3.19.2.4 30-day Performance Test Reporting

The Design-Builder shall prepare a report documenting the 30-day Performance Test (the “30-day Performance Test Report”) and submit the 30-day Performance Test Report to Owner and the Independent Certifier in accordance with the form set out in the Commissioning and Start-up Plan. The 30-day Performance Test Report shall include:

- All sampling, analysis and monitoring data measured and recorded pursuant to the Commissioning and Start-up Plan including laboratory analysis, chemical consumption, instrument calibration certificates and any relevant calculations based on the data provided.
- All process trend data from the related instruments and meters.
- All necessary certification relating to the testing, analysis, and evaluation.
- A record of all equipment failures, repairs, replacements, and maintenance encountered during execution of the Commissioning and Start-up Plan.
- Certification stating that all testing was completed in accordance with the reviewed Commissioning and Start-up Plan.
- Certification of the 30-day Performance Test results and a determination of the extent to which the results comply with the Contract Documents.

The Design-Builder, the Owner’s Independent Certifier, and Owner shall meet to review the 30-day Performance Test Report no later than 5 working days following submission of the 30-day Performance Test Report. Owner and the Independent Certifier shall, following such meeting, provide the Design-Builder with comments on the 30-day Performance Test Report no later than 3 working days following such meeting. The comments on the 30-day Performance Test Report shall be categorized as follows:

- Comments identifying instances of non-compliance with the criteria set out in the Commissioning and Testing Plan in relation to the 30-day Performance Test Report
- Drafting comments not related to compliance

The Design-Builder shall promptly resolve any instances of non-compliance raised by Owner or the Independent Certifier to the satisfaction of the Independent Certifier. In the event of non-compliance, required re-testing will be completed in accordance with the Commissioning and Testing Plan. The Design-Builder shall, following resolution of all such non-compliances, re-issue the 30-day Performance Test Report as a condition of the Independent Certifier’s confirmation that the 30-day Performance Test has been successfully completed.

For clarity, “drafting comments” as set out herein need not be resolved as a condition of the Independent Certifier’s confirmation that the 30-day Performance Test has been successfully completed; however, the Design-Builder will be required to treat all such “drafting issues” as minor deficiencies and re-issue the corrected 30-day Performance Test Report prior to Final Completion.

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Exhibit D – GEFA Documents

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GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

SUPPLEMENTAL GENERAL CONDITIONS

for

FEDERALLY ASSISTED
STATE REVOLVING FUND
CONSTRUCTION CONTRACTS

December 7, 2022

The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts in excess of $10,000 to be funded in whole or in part by the federally-assisted State Revolving Fund in the state of Georgia.

These Supplemental General Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Supplemental General Conditions must be satisfied for work to be funded with the State Revolving Fund.

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INSTRUCTIONS AND GENERAL REQUIREMENTS

It is the policy of the State Revolving Loan Fund (SRF) to promote a fair share of subcontract, materials, equipment, and service awards to small, minority, and women-owned businesses for equipment, supplies, construction, and services. Compliance with these contract provisions is required for project costs to be eligible for SRF funding. The fair share objective is a goal, not a quota. Failure on the part of the apparent successful bidder to submit required information to the loan recipient (Owner) may be considered by the Owner in evaluating whether the bidder is responsive to bid requirements.

THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER:

A. Before beginning the work of any contract:

1) **DBE Compliance Form and related documentation.** The Owner must submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with Disadvantaged Business Enterprise (DBE) requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. (Pages GEFA-4 and 5)
2) **Certification Regarding Equal Employment Opportunity.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form, and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-9)
3) **Certification Regarding Debarment, Suspension, and Other Responsible Matters.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-10)

B. During the performance of the contract:

4) **Changes to Subcontractors Form.** If any changes, substitutions, or additions are proposed to the subcontractors included in previous GEFA concurrences, the Owner must submit this information to GEFA for prior concurrence for the affected subcontract work to be eligible for SRF funding. (Page GEFA-11)
5) **DBE Annual Report.** The Owner must submit this information to GEFA no later than October 20 of any year that the construction contract is active. (Page GEFA-12)
6) **Certified Payrolls.** These should be submitted to the Owner weekly for the Prime Contractor and all subcontractors. The Owner must maintain payroll records and make these available for inspection. Use U.S. Department of Labor form WH-347 or a similar form that contains all the information on the U.S. Department of Labor.

THE OWNER MUST SUBMIT INFORMATION FOR GEFA REVIEW AND CONCURRENCE TO:

Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, Georgia 30334
404-584-1000 (phone)
404-584-1069 (fax)
waterresources@gefa.ga.gov

DBE COMPLIANCE FORM

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR DBE COMPLIANCE REVIEW. THE PROPOSED PRIME CONTRACTOR AND OWNER SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO SUBMITTAL.

Loan Recipient__________________________ **SRF Loan Number** ______________________________

PRIME CONTRACTOR'S AND OWNER'S CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.

____ **Date**___________________
(Prime Contractor signature)

____
(Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

____ **Date**__________________
(Signature of Owner or Owner's representative)

____
(Printed name and title)

CONTACT INFORMATION

Owner contact ____

Owner phone number and email ____

Consulting Engineer contact ____

Consulting Engineer phone number and email ____

Proposed Prime Contractor ____

Prime Contractor contact ____

Prime Contractor phone number and email ____

Proposed total contract amount $ ____

Proposed total MBE participation $______________________________**Percentage**_________ **Goal: 4.0 percent**

Proposed total WBE participation $______________________________**Percentage**_________ **Goal: 4.0 percent**

CONTINUED ON NEXT PAGE

Please submit the following with the DBE Compliance Form:

a. List of all committed and uncommitted subcontractors by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status.

b. Indicate in writing if no solicitations were made because the Prime Contractor intends to use only its own forces to accomplish the work.

c. Proof of certification by EPA, SBA, DOT (or by state, local, tribal, or private entities whose certification criteria match EPA criteria) for each subcontractor listed as a DBE, MBE, or WBE.

d. Documentation of solicitation efforts for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters and emails, printout of online solicitations, printouts of online search results, and copies and affidavits of publication in newspapers or other publications. (see also, "Six Good Faith Efforts", page GEFA-7).

   i. The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three certified WBE firms to bid in each expected subcontract trade or area. If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource.
   ii. The Prime Contractor is encouraged to follow-up each written, fax, or email solicitation with at least one logged phone call.
   iii. Whenever possible, post solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

e. Written justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.

f. Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (GEFA-9)

g. Certification By Proposed Prime or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters. (GEFA-10)

END OF DBE COMPLIANCE FORM

DBE COMPLIANCE CHECKLIST

THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER BEFORE THE WORK BEGINS:

Loan Recipient______________________________ **SRF Loan Number** ______________________________

Include in Package Submittal

PRIME CONTRACTOR ONLY	TOTAL CONTRACT AMOUNT

ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT

ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT

DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT

DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT

PRIME CONTRACTOR ONLY *(Not applicable if self-performing all work, with no subcontracting)*

1. **DBE Compliance Form.** The Owner must sign and submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with DBE requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. **(Pages GEFA-4 and 5)**

2. **Certification Regarding Equal Employment Opportunity**. This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. **(Page GEFA-9)**

3. **Certification Regarding Debarment, Suspension, and Other Responsible Matters**. This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. **(Page GEFA-10)**

Uncommitted Trades

Documentation of Good Faith Efforts

Newspaper ads		Internet Websites	Fax Confirmation	Copies of Solicitation Emails/letters	Copies of phone logs

PROOF OF CERTIFICATION FOR EACH SUBCONTRACTOR LISTED AS A DBE, MBE, OR WBE	

SIX GOOD FAITH EFFORTS

These good faith efforts are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such good faith efforts are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the resources, services, and assistance of the U.S. Department of Transportation (DOT), U.S. Small Business Administration (SBA), and the Minority Business Development Agency of the U.S. Department of Commerce (MBDA).

6. If the Prime Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, tribal, or private entities whose certification criteria match EPA's). DBEs must be certified to be counted toward the Prime Contractor's MBE/WBE goals. "Self-certified" DBE subcontractors will not be counted toward the Prime Contractor's MBE/WBE goals. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE).

The Prime Contractor must employ and document the **Six Good Faith Efforts** for all subcontracts, even if the Prime Contractor has achieved the fair share objectives.

The documentation of solicitations for the **Six Good Faith Efforts** must be detailed to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, and affidavits of publication in newspapers or other publications. The Prime Contractor is encouraged to follow up each written, fax, or email solicitation with at least one logged phone call.

The Prime Contractor should attempt to identify and solicit DBEs in the geographic proximity of the project before soliciting those located farther away.

If a DBE subcontractor fails to complete work under the subcontract for any reason, the Prime Contractor must notify the Owner in writing prior to any termination and must employ the Six Good Faith Efforts described above if using a replacement subcontractor. Any proposed changes from the approved DBE subcontractor list must be reported to the Owner and to GEFA on the *Changes to Approved Subcontractors Form* (GEFA-14) prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to GEFA for new DBE subcontracts.

RESOURCES FOR IDENTIFYING DBE SUBCONTRACTORS

RESOURCES FOR IDENTIFYING DBE SUBCONTRACTOR'S FOR DIRECT SOLICITATION:

Georgia Department of Transportation (GDOT)
Disadvantaged Business Enterprise Program
404-631-1972
https://www.dot.ga.gov/GDOT/Pages/DBE.aspx

City of Atlanta, Georgia Office of Contract Compliance
404-330-6010
https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance

DeKalb County, Georgia
Office of Purchasing and Contracting
404-371-4730
http://dekalblsbe.info/wordpress1/wp-content/uploads/2016/05/DeKalbCountyCertifiedVendorsListMay10-2016-Final2.pdf

Fulton County, Georgia
Purchasing and Contract Compliance
404-612-5800

Metropolitan Atlanta Rapid Transit Authority (MARTA)
Disadvantaged Business Enterprise Program
404-848-4656

U.S. Environmental Protection Agency
http://www.epa.gov/osbp/dbe_team.htm

For more information about DBE compliance, contact:
waterresources@gefa.ga.gov

NOTES:

(1) The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three WBE firms to bid in each expected subcontract area or trade.
(2) If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
(3) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.
(4) The Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.
(5) Contact GEFA Project Managers at 404-584-1000 or waterresources@gefa.ga.gov for further assistance or resources.

CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Proposed Prime Contractor
Proposed Subcontractor

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25), (as amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971). Any bidder or prospective prime contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

(1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES_____NO _____

(2) Compliance Reports were required to be filed in connection with such contract or subcontract.
YES_____NO_____(If YES, state what reports were filed and with what agency.)

(3) Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1 Report).
YES_____NO_____(If NO, please explain in detail.)

The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

______________________________________ ________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS

Proposed Prime Contractor
Proposed Subcontractor

Under Executive Order 12549 individuals or organizations debarred from participation in federal assistance programs may not receive an assistance award under federal program or sub-agreement there under for $25,000 or more. Accordingly, each recipient of a state loan or a contract (engineering or construction) awarded under a loan must complete the following certification (see 2 CFR §1532.220).

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

______________________________ ______________

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

_____ I am unable to certify to the above statements. My explanation is as follows:

CHANGES TO APPROVED SUBCONTRACTORS FORM

Loan Recipient ______________________________ **SRF Loan Number** ______________________________

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants.

______________________________ Date__________
(Prime Contractor signature)

____
(Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

______________________________ Date__________
(Signature of Owner or Owner's representative)

____
(Printed name and title)

GENERAL INFORMATION:

1) If an approved subcontractor is terminated or replaced, please identify this company and briefly state reason.

Subcontractor Name:	**Trade**
Reason Terminated or Replaced	

2) For new or additional subcontractors, list name, trade, address, telephone number, contact person, dollar amount of subcontract, and DBE status.

New Subcontractor Name and Contact Person	**Trade**
Address	**Telephone Number**
Dollar Amount	**DBE Status**

1) Attach proof of certification by EPA, SBA, DOT (or by state, local, tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.

2) Attach documentation of Six Good Faith Efforts solicitation effort for all new subcontracts.

3) Provide justification for not selecting any certified DBE subcontractor that submitted a low bid for any subcontract area.

4) For each subcontractor, attach certifications regarding Equal Employment Opportunity (GEFA-9) and certifications regarding Debarment, Suspension, and Other responsible Matters (GEFA-10)

DBE ANNUAL REPORT
FORM (5700-52A)

This form must be completed by recipients of federal financial assistance for procurement of supplies, equipment, construction, or services. SRF loan recipients are required to submit this report to GEFA by the 20th of October for the previous period of October 1 through September 30. Please submit a "negative" report even if $0 is the amount paid to MBE/WBE subcontractors during the reporting period.

ANNUAL REPORT FORM (5700-52A)

1. PRIME CONTRACTOR	**2. REPORTING PERIOD (Complete date using current year.)** **Period Ending (September 30,________)**
3. SUBMIT TO: Georgia Environmental Finance Authority Attention: DBE Compliance Coordinator 47 Trinity Ave SW Fifth Floor Atlanta, Georgia 30303 waterresources@gefa.ga.gov	**4. LOAN RECIPIENT (Name, Address, and Telephone)**

5. LOAN RECIPIENT (OWNER) REPORTING CONTACT	**PHONE:**	**6. TYPE OF FEDERAL FINANCIAL ASSISTANCE PROGRAM (Check one)** **CWSRF___________DWSRF__________**	**7. SRF LOAN NUMBER**

8. CONTRACTOR NAME AND TOTAL CONSTRUCTION CONTRACT AMOUNT	**9. ACTUAL DOLLAR AMOUNT PAIDTO MBE/WBE SUBCONTRACTORS THIS PERIOD** **$ MBE___________$ WBE___________NEGATIVE REPORT ($0) ____**
10. RECIPIENT'S MBE/WBE GOALS **MBE** 4.0 % **WBE** 4.0 %	**11. TOTAL DOLLARS SPENT THIS PERIOD** **MBE $_________________** **WBE $_________________** **NON MBE/WBE $_________________** **TOTAL $ _________________**

12. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT (OWNER).	**13. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT.**	**14. DATE**

MBE/WBE PAYMENTS MADE DURING PERIOD

NAME AND ADDRESS of DBE (SUB)CONTRACTOR (indicate if MBE or WBE firm)	TOTAL DOLLAR AMOUNT PAID AND DATE PAID **$____________________DATE_____________**

SPECIAL PROVISIONS

(a) The Prime Contractor is required to pay its subcontractors in accordance with the Georgia Prompt Payment Act (OCGA 13-11).

(b) The Prime Contractor is required to insert the entirety of the Davis Bacon contract requirements into all subcontracts.

(c) Sewer line and water line crossing of all roads and streets shall be done in accordance with the Georgia Department of Transportation (D.O.T.) Policies and Procedures and must comply with the Ga. D.O.T. Standard Specifications, Construction of Roads and Bridges, 1993 Edition.

(d) Construction shall be carried out so as to prevent bypassing of wastewater flow and to prevent interruption of drinking water treatment during construction. EPD must receive written notification prior to any reduction in the level of treatment and must approve all temporary modifications to the treatment process prior to the activity.

(e) Erosion and Sedimentation Control shall be accomplished in accordance with the Georgia Erosion and Sedimentation Control Act of 1975 as currently amended and NPDES General Permits (Storm Water from Construction Sites). See also epd.georgia.gov and gaswcc.georgia.gov for information regarding permits.

(f) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with state and local regulations as appropriate.

(g) It is the duty of the Prime Contractor, the Owner and the Engineer to ensure the construction of the project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the state of Georgia or any agency thereof, territorial, or any local government laws or political subdivision and ordnances to the extent that such requirements do not conflict with federal laws and this subchapter.

(h) EPD, EPA, and GEFA shall have access to the site and the project work at all times.

BONDS

Bonding requirements for Contracts of $100,000 or less are contained in the General Conditions. Bond requirements of contracts in excess of $100,000 are:

1. Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;

2. Performance bond equal to 100 percent of the contract price, and;

3. Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

SPECIAL NOTICE TO BIDDERS

By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4 (b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed $10,000.00). The bidder understands and agrees that “affirmative action” as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.

EQUAL EMPLOYMENT OPPORTUNITY NOTICE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause which is included in the nondiscrimination Provision and Labor Standards, EPA Form 5720-4 and the Standard Federal Equal Employment Opportunity (EEO) Construction Contract Specifications set forth herein.

2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	**4.0 percent**
Goals for female participation for each trade	**4.0 percent**

   These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation to the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical area where the contract is to be performed giving the state, county, and city, if any).

EEO Construction Contract Specifications

Executive Order 11246
https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended

Davis- Bacon and Related Acts
https://www.dol.gov/agencies/whd/government-contracts/construction

INSERT WAGE RATE DETERMINATION HERE

Wage Rates (for *Heavy Construction*) are state/county specific can be found at:
http://www.dol.gov/whd/govcontracts/dbra.htm

Sample Payroll Form (WH-347) is found at:
http://www.dol.gov/whd/forms/wh347.pdf

Labor Standards Interview Form (SF-1445) is found at:
http://www.gsa.gov/portal/forms/download/115910

Davis-Bacon (WH-1321) poster is found at:
http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf (*English*)

http://www.dol.gov/whd/regs/compliance/posters/davispan.pdf (*Spanish*)

Fair Labor Standards Act Minimum Wage poster is found at:
http://www.dol.gov/whd/regs/compliance/posters/minwagebwp.pdf (*English*)

http://www.dol.gov/whd/regs/compliance/posters/minwagespbwP.pdf (*Spanish*)

"EEO Is the Law" poster is found at:
https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRights_10_20.pdf
(*English*)

https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRightsSp_10_20.pdf
(*Spanish*)

OSHA poster is found at:
https://www.osha.gov/sites/default/files/publications/osha3165.pdf
(*English*)

https://www.osha.gov/sites/default/files/publications/osha3167.pdf
(*Spanish*)

CERTIFIED PAYROLL REVIEW CHECKLIST

(This is a *recommended Certified Payroll Review Checklist for the Owner's use*.)

CONTRACT ID City of CW/DWSRF#00 - 000	**PRIME CONTRACTOR/SUBCONTRACTOR** X Construction
GENERAL WAGE DECISION AND DATE (Insert number and date)	**PAYROLL PERIOD ENDING**

INSTRUCTIONS: This checklist is to be used in conjunction with projects requiring Davis-Bacon Wage Rates and compliance reviews. All certified payrolls are to be date stamped upon receipt from the prime contractor.

Payroll Information Checklist:

_______ Prime Contractor's or subcontractor's name and address
_______ Contract ID numbers (GEFA SRF No.)
_______ Week ending.
_______ Project location.

_______ Employee ID or Last four digits of Social Security
    _______ Number Social Security Number removed
    _______ Employee's work classification
    _______ Identification of OJTs, apprentices, and program levels (%) on payrolls.
    _______ Verify that OJT and Apprentice Program documentation is in project files.

_______ Daily and weekly employee hours worked in each job classification.
    _______ Daily and weekly employee overtime (or premium) hours worked
    _______ Total weekly hours worked on all jobs (prevailing and non-prevailing wage).
    _______ Base rate shown for each employee, overtime (or premium) rate shown when worked.
    _______ Verify correct wage rates are being paid.
    _______ Verify overtime is being paid correctly (over 40 hrs/wk, and Time and a half)
    _______ Week's gross wages
    _______ Week's itemized deductions.
    _______ Week's net wages paid

_______ Compliance statement attached.
    _______ Method of fringe benefit payment described by checking either box (4)(a) or (4)(b).
    _______ Fringe benefit package information in file and updated as needed (if 4(a) is checked)
    _______ Exceptions explanation for fringe benefit (4)(c).
    _______ Signature.

Compliance Review Checklist (for field reviews):

_______ Verify work classifications reported are consistent with the work performed.
_______ Compare payrolls with wage rate interviews when conducted.
_______ Compare number of employees and hours worked with project documentation.

REVIEWED BY:	**DATE**

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

AMERICAN IRON AND STEEL SPECIAL CONDITIONS AND INFORMATION

For

FEDERALLY ASSISTED STATE REVOLVING LOAN FUND CONSTRUCTION CONTRACTS

April 11, 2014

The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts to be funded, in whole or in part, through the Federally-assisted State Revolving Fund in the State of Georgia for projects subject to the American Iron and Steel requirements.

These Special Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Special Conditions must be satisfied in order for work to be funded with the State Revolving Fund.

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GENERAL REQUIREMENTS

These Special Conditions are based on guidance provided by the United States Environmental Protection Agency (EPA). Public Law 113-76, the Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel” (AIS) requirement that requires State Revolving Loan Fund (SRF) assistance recipients to use iron and steel products that are produced in the United States for projects in this project. A copy of Section 436 of the Act is found in Appendix 3.

The products and materials subject to these requirements will be defined in Appendix 1 of these special conditions.

The Owner must maintain documentation of compliance with the AIS requirements. The documentation that the Owner maintains will be subject to review and audit by representatives of the state of Georgia, the EPA, the EPA Office of the Inspector General, and other federal authorities.

The Prime Contractor must provide certifications of compliance for all products subject to AIS requirements to the Owner prior to requesting payments for those products. The Owner or the Engineer may require certifications of compliance with submittals and shop drawings for these products as part of the submittal review process.

All manufacturing processes for a covered iron or steel product, as further defined in Appendix 1, must take place in the United States. If a covered product is taken out of the US for any part of the manufacturing process, it becomes foreign source material.

The EPA recommends the use of a step certification process to document the locations of the manufacturing processes involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that its step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification should include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. Attached in Appendix 2 is a sample step certification.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes for the product and for its iron and steel components occurred in the United States. The EPA states that additional documentation may be needed if the certification lacks important information and recommends step certification as the best practice. A sample final manufacturer certification is attached in Appendix 2.

The Prime Contractor may document that incidental and generally low cost components, as defined in Appendix 1, are compliant with AIS requirements under the De Minimis Waiver issued by the EPA. For these items, the Contractor must provide the Owner with documentation of costs for these items, including invoices, and a report of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined. A sample De Minimis report is attached is Appendix 2.

Contractor, supplier, and manufacturer records are subject to review and audit by the EPA, its Inspector General, and other federal authorities.

Failure to comply with these requirements may delay, limit, or prevent the disbursement of SRF funds to the Owner. Violations of AIS requirements will require correction by the Contractor as determined by the Owner and Engineer, including replacement of deficient products with compliant products and compensation for costs and other damages that may result. Violations may also subject the Owner, the Contractor, and suppliers to other enforcement actions within the discretion of the EPA and other federal authorities.

The Act permits EPA to issue waivers for a case or category of cases in which EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent. The Contractor should notify the Owner and Engineer immediately if it finds that a waiver may be required.

By submitting a bid for this project and by executing this construction contract, the Contractor acknowledges to and for the benefit of the Owner and the state of Georgia that it understands that the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund and that Federal law authorizing these Funds contains provisions commonly known as “American Iron and Steel” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the state of Georgia that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the state of Georgia. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the state of Georgia to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or the state of Georgia resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the state of Georgia or any damages owed to the state of Georgia by the Owner). The Owner and the Contractor agree that the state of Georgia, as a lender to the Owner for the funding of its project, is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the state of Georgia.

Appendix 1 – Definitions

For purposes of the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the project:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete (defined in more detail below); and
Construction materials (defined in more detail below).

Product primarily of Iron or steel: The product must be made of greater than 50% iron or steel, measured by cost. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required, except as required for reinforced precast concrete. If a product is composed of more than 50% iron or steel, but is not listed in Section 436 (a)(2) of the Act, it is not required to be produced in the US. Alternatively, the iron or steel in such a product can be sourced from outside the US.

Steel: An alloy that includes at least 50 percent iron and between 0.02 and 2 percent carbon and may include other elements. Other alloys of iron are not required to be produced in the US.

Produced in the United States: Production in the US of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

Municipal Castings: Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings include access hatches, ballast screen, benches, bollards, cast bases, cast iron hinged hatches, cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes, drainage grates, frames & curb inlets, inlets, junction boxes, lampposts, manhole covers, rings & frames, risers, meter boxes, steel hinged hatches, steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes.

Structural Steel: Structural steel is rolled flanged shapes, having at least one dimension of their cross-section 3 inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

Reinforced Precast Concrete: While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing rebar must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing rebar is considered to be a construction material and must be produced in the US.

Construction Materials subject to AIS: Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: welding rods, wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, gates, and screens.

Construction Materials not subject to AIS: Mechanical and/or electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples, including their appurtenances necessary for their intended use and operation, are NOT considered construction materials: pumps, motors, gear reducers, drives, variable frequency drives (VFDs), mixers, blowers/aeration equipment, compressors, meters, electric/pneumatic/manual accessories used to operate valves (such as valve actuators), gates, motorized screens (such as traveling screens), sensors, controls, switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, dewatering equipment, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, and analytical instrumentation.

Items temporarily used during construction, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel. For example, trench boxes or scaffolding are not considered construction materials subject to AIS requirements.

Incidental Components compliant with AIS under the De Minimis Waiver: This waiver permits the use of de minimis incidental components that may otherwise be prohibited under AIS. These de minimis items may cumulatively comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into the project. The cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into the project.

These items are miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are permanently incorporated into the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not always readily or reasonably identifiable prior to procurement in the normal course of business. For other incidental components, the country of manufacture may be known, but the miscellaneous character in conjunction with the low cost, individually and in total, as typically procured in bulk, mark them as properly incidental. Examples of incidental components include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube.

Examples of items that are not incidental and are not covered by the De Minimis Waiver include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures.

Items covered as compliant under this waiver must be documented in a report to the Owner to demonstrate that they are both incidental and that they fall within the cost allowances of this waiver. The costs of these items must be documented by invoices. The report must include a listing of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the Waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined.

Appendix 2 – Sample Certifications

Step Certification

The following information is provided as a sample letter of step certification for American Iron and Steel compliance. Documentation must be provided on company letterhead. This is to be provided by each handler (supplier, fabricator, manufacturer, processor, etc.). Each time a step in the manufacturing process takes place, the handler delivers its work along with a certification of its origin.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (Insert project name and SRF number)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

List of items, products and/or materials:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Appendix 2 – Sample Certifications

Final manufacturer certification

The following information is provided as a sample letter of the final manufacturer to certify American Iron and Steel compliance for the entire manufacturing process. Documentation must be provided on company letterhead.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Certification for Project (Insert project name and SRF number)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement of P.L. 113-76 and as mandated in EPA's State Revolving Fund Programs.

List of items, products and/or materials:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Appendix 2 – Sample Certifications
Contractor De Minimis Report

Owner: (Owner Name)
SRF Project No: (SRF Number)
Project Description: (Contract title or brief description)
Date: (Date of report)
Submitted by (name & title): (Contractor representative)
Company Name

LIST OF MATERIALS OR CATEGORIES OF MATERIALS PERMANENTLY INCORPORATED INTO THE PROJECT	COST	
Category or Item	$1,000.00	
Category or Item	$1,000.00	
Category or Item	$1,000.00	
Category or Item	$1,000.00	
Category or Item	$1,000.00	
Category or Item	$1,000.00	
Category or Item	$1,000.00	
Category or Item	$1,000.00	
Category or Item	$1,000.00	
Category or Item	$1,000.00	
Total Permanent Materials	**$10,000.00**	
1 % of total material cost	**$100.00**	**Maximum cost for individual item waived**
5 % of total material cost	**$500.00**	**Maximum cumulative cost for category waived**

LIST OF MATERIALS OR CATEGORIES OF MATERIALS COVERED BY DE MINIMIS WAIVER	COST	COMPLIANT (Yes/No)
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Total De Minimis Items	**$500.00**	Yes

INVOICES ATTACHED FOR DE MINIMIS ITEMS.

Appendix 3 – P.L. 113-76, Consolidated Appropriations Act, 2014

The Act states:

Sec. 436 (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

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EXHIBIT E
INSURANCE REQUIREMENTS

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Exhibit E
Insurance Requirements

Unless otherwise indicated in this Exhibit, capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement or General Conditions to Contract.

1. GENERAL PROVISIONS

Before starting and until acceptance of the Work by BGJWSC, and without further limiting its liability under the Contract, Design-Builder shall procure and maintain at its sole expense, insurance of the types and in minimum amounts as stated in this document.

2. CONTRACTOR INSURANCE COST IDENTIFICATION

2.1 Owner's Insurance

Owner expects to procure the following insurance.

(A) Pollution Liability Insurance

(1) Per Occurrence/Aggregate - $5,000,000
(2) Products & Completed Operations Extension through the applicable Statute of Repose

(B) Builder's Risk

(1) All Risks coverage based on replacement cost values, redacted policy available upon request

2.2 Coverages

Design-Builder will provide the following coverages:

(A) Commercial General Liability Insurance

(1) Each Occurrence Limit: $2,000,000
(2) Personal/Advertising Injury Limit (Each Occurrence): $2,000,000
(3) General Aggregate Limit: $4,000,000
(4) Products and Completed Operations Aggregate: $4,000,000
(5) Products & Completed Operations Extension must extend through the applicable Statute of Repose

(B) Excess Liability Insurance (over Commercial General Liability)

(1) Combined Single Limit - Each Occurrence - $50,000,000
(2) General Annual Aggregate - $50,000,000
(3) Products & Completed Operations Aggregate - $50,000,000
(4) Products & Completed Operations Extension through the applicable Statute of Repose

2.3 Cooperation

Design Builder will cooperate with, and will require Subcontractors and Sub-Subcontractors to cooperate with, Owner regarding the administration of all insurance documentation or claims that might arise. Such responsibilities will include, but not be limited to, the following:

(1) Compliance with applicable Project Safety Administration
(2) Provision of necessary contract, operations and insurance information including full certified copies of complete insurance policies required hereunder.
(3) Cooperation with any Insurance Company or JWSC Administrator with respect to claims, or other information required.

2.4 Design-Builder's Responsibility for Compliance

Design-Builder shall ensure its Subcontractors, Sub-Subcontractors, and Design Consultants comply with the terms of this Exhibit E. Additionally, Design- Builder shall require all to comply with all rules and procedures as outlined in this Exhibit.

3. INSURANCE REQUIREMENTS FOR DESIGN-BUILDER

Design-Builder shall procure and maintain, and as applicable shall ensure that all Subcontractors, Sub-Subcontractors, and Design Consultants of any tier purchase and maintain, the types of insurance coverage required and set forth in this Section 3. Coverage shall be in accordance with, and conform to, the requirements of Section 3 and as otherwise set forth in this Exhibit.

3.1 Insurance and Limits Required

Unless provided otherwise herein, for any Work under the Agreement, Design-Builder and each of its Subcontractors, Sub-Subcontractors, and Design Consultants shall procure and maintain until Final Completion and acceptance of the Work, the following insurance and minimum coverages, written on a primary and noncontributory basis.

(A) Workers Compensation and Employer's Liability

(1) Workers compensation in accordance with applicable law. A waiver of subrogation endorsement is required.
(2) Employer's Liability insurance shall be provided in amounts not less than all of the following:

(a) $1,000,000 bodily injury for each accident

(b) $1,000,000 policy limit for bodily injury by disease

(c) $1,000,000 each employee for bodily injury disease

(B) Commercial Automobile Liability Insurance

(1) Limits:

(a) $1,000,000 Combined Single Limit OR

(b) $500,000 per Person; $500,000 per Occurrence; $100,000 Property Damage

(2) $1,000 for Medical Payments (no fault coverage)

(3) Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities

(4) ISO policy form CA0001 or its equivalent liability coverage

(5) Coverage shall be included for any owned, leased, hired, or non-owned autos (ISO symbol 1 is preferred).

(6) Sole proprietors shall provide the same limits as stated above via a personal auto policy plus an umbrella.

(7) For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

(8) If Contractor or its Subcontractors haul hazardous waste, they must carry automobile liability insurance with $1,000,000 combined single limit each occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles accompanied by Motor Carrier Endorsement MCS 90 and Pollution Liability – Broadened Covered for Covered Autos CA9948 or its equivalent.

(C) Commercial General Liability Insurance

(1) Policies shall comply with all of the following:

(a) $1,000,000 Bodily Injury/Property Damage Each Occurrence

(b) $2,000,000 Products/Completed Operations Aggregate

(c) $2,000,000 General Aggregate

(d) $50,000 Fire Damage

(e) $5,000 Medical Payments

(2) In addition to the foregoing, the terms and conditions for CGL coverage (both primary and umbrella/excess policies) shall comply with all of the following:

(a) Include no limiting modification to the ISO CG 00 01 definition of "Insured Contract"

(b) Include no limitation or exclusion for punitive damages

(c) Include ongoing operations and products-completed operations coverage for the Additional Insureds

(d) Include Independent Contractor's Liability

(e) Contain no exclusions relating to explosion, collapse, and underground hazards

(f) Contain no limitation or exclusion for resulting or consequential property damage

(g) Contain no limitation or exclusion for the Additional Insureds' vicarious liability, strict liability, or statutory liability, including but not limited to liability pursuant to any labor or employment related law

(h) Contain no limitation or exclusion based on the existence or applicability of the Additional Insureds' Owner insurance

(i) Contain no professional liability exclusion broader than ISO form CG 22 80

(j) Contain no exclusion relating to (i) gravity-related injuries or (ii) injuries sustained by an employee other than a direct employee of the insured

(k) Contain no exclusion applicable to the insured's scope of work; and

(l) Provide that the general aggregate limits applies specifically to this Project and is not shared with any other location, project, or exposure.

(D) Excess Liability Insurance:

Policies must comply with all of the following:

(a) Limits are:

(i) $5,000,000 Per Occurrence

(ii) $5,000,000 Aggregate

(b) Coverage should apply and follow form over primary coverages shown above. Limits must apply per any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations.

(c) Coverage shall "drop down" for defense and indemnity in the event of exhaustion or insolvency of the underlying insurance.

(d) As of Owner's Notice to Proceed with Phase 2 Services, the policy shall provide that the Commercial General Liability Insurance general aggregate limit applies solely to this Project.

(e) Coverage shall be maintained from the Notice to Proceed with Phase 1A Services until expiration of the period set forth in Georgia's statute of repose for construction, O.C.G.A. Section 9-3-51(a).

(f) Design-Builder will prepay the premium for the duration of the entire coverage period (as provided in the previous sentence) as a condition precedent to Substantial Completion.

(g) Coverages and terms shall include the following:

(i) Excess of General Liability

(ii) Excess of Employer's Liability

(iii) Excess of Products / Completed Operations

(E) Crane Liability and Riggers Legal Liability

If Design-Builder or its Subcontractors or Sub-Subcontractors use a crane in connection with the Work (including, but not limited to, hoisting, lowering, raising, or moving property or equipment), such person or entity shall provide Crane Liability and Riggers Legal Liability insurance, insuring against physical loss of or damage to the property and equipment in the care, custody, or control of the rigger, with limits sufficient for replacement of such property and equipment, or if greater, with limits that comply with state or local law or regulation, but in no case shall such limits be less than
$5,000,000 per claim and $5,000,000 aggregate. Such insurance will provide the same additional insureds as required of Design-Builder herein and will additionally name Design-Builder as an additional insured. Before any Work involving a crane begins, and before any transportation or delivery of the crane to the Project begins, Design-Builder will provide evidence of coverage (i.e., policy or certificate of insurance) to Owner.

(F) Cyber Liability Insurance:

Design-Builder shall procure cyber liability insurance with limits of at least $5,000,000 per claim and $5,000,000 aggregate. Cyber liability insurance shall include coverage for security and privacy liability (including, but not limited to, legal liability and attorneys' fees associated with privacy violations, information theft, intentional or unintentional release of private information, and alteration of electronic information), damage to or loss of use of data and equipment (including, but not limited to, media liability), cyber extortion, social engineering, phishing, data breach expenses (including, but not limited to, attorneys' fees, expenses to notify affected individuals and entities, call center expenses, and credit monitoring expenses) crisis-management expenses (including, but not limited to, public relations, reputational damage, and forensic investigations expenses), and business interruption and extra expense.

(G) Unmanned Aircraft Liability Insurance

If Design-Builder or its Subcontractors, Sub-Subcontractors, or Design Consultants use unmanned aircraft (i.e., drones) in connection with the Work, Design-Builder shall procure Unmanned Aircraft Liability Insurance with limits of at least $1,000,000 each claim and $2,000,000 aggregate. The policy required under this section shall provide coverage for (1) all liability because of bodily injury and property damage and invasion of any rights of privacy arising out of all unmanned aircraft utilized in connection with the Work, including, but not limited to, liability arising out of the ownership, maintenance, or use of the unmanned aircraft (this coverage shall also include, but not be limited to, contractual liability coverage, coverage for electronic malfunction or failure of electrical components, accessories, or power equipment, coverage for personal injury, and coverage for hijacking or any wrongful exercise of control by an unauthorized person or entity); (2) coverage for any fine, penalty or sanction sought pursuant to any municipal, state, federal, or regulatory rule, ordinance, regulation, or law, including any related investigatory or defense costs; and (3) all risk physical damage coverage for all unmanned aircraft (and equipment used in connection with the unmanned aircraft, including, but not limited to cameras, video recording devices, audio-visual equipment, remote control devices, etc.) utilized in connection with the Work, for the full value of the property and must include coverage while the aircraft is in flight or in motion, and while the aircraft is not in motion.

Only with Owner's written consent, in lieu of Design-Builder providing coverage under this section, Design-Builder may require its Subcontractors, Sub-Subcontractors, or Design Consultants using unmanned aircraft to procure insurance otherwise required of Design-Builder under this section, and in such case, such insurance will name as additional insureds the same persons and entities required to be named as Additional Insureds by Design-Builder, as set forth herein.

(H) Tools and Equipment Floater Insurance:

Design-Builder, Subcontractors, and Sub-Subcontractors shall procure whatever fire and extended coverage they may deem necessary for protection against loss of owned, rented, or borrowed capital equipment and tools, including, but not limited to, any tools owned by mechanics, and any tools, equipment, scaffolding, staging, trailers, cranes, towers and forms owned, rented, or borrowed by it or its subcontractors. Owner shall have no liability with respect to such equipment and tools.

3.2 Professional Liability Insurance

Design-Builder and its Design Consultants, at every tier, shall procure and maintain professional liability insurance. This policy shall include, without limitation, coverage for the entirety of Design-Builder's and its Design Consultants' professional services for the Project. The policy shall also provide rectification coverage. The policy shall not include exclusions arising out of: (1) contractual liability or liability assumed under contract and shall expressly insure, to the fullest extent permitted by applicable law, the indemnity obligations set forth in the Contract Documents; (2) any guarantees or warranties by Design-Builder; (3) faulty workmanship that is the result of a negligent act, error, or omission in the performance of professional services; or (4) damage to property in the care, custody, or control of Design-Builder. The policy shall provide limits of not less than $10,000,000 per claim/occurrence and $10,000,000 annual aggregate and not be subject to more than a $250,000 deductible, unless approved by Owner in writing. This insurance shall, at a minimum, have a retroactive date which is the same as or predates Owner's Notice to Proceed with Phase 1A Services. This insurance must be maintained through at least ten (10) years after Final Completion of the Project or through Georgia's statute of repose for construction, O.C.G.A. Section 9-3-51(a). Design-Builder shall prepay the premium for the duration of the entire coverage period (as provided in the previous sentence) as a condition precedent to Substantial Completion.

4. GENERAL INSURANCE REQUIREMENTS

4.1 Additional Insureds

All insurance required by this Exhibit (excluding only Workers' Compensation and Professional Liability insurance) shall name the following parties as additional insureds: Owner and each of its directors, board members, officers, employees, agents, representatives, and lenders; all parties required to be indemnified by Section 7.4 of the General Conditions of Contract; and all other parties as reasonably requested by Owner (collectively, the "Additional Insureds").

All policies (including primary, excess, and umbrella) shall state that the insurance provided to the Additional Insureds is primary to, and non-contributory with, any other insurance maintained by, or available to, the Additional Insureds.

With respect to the Commercial General Liability insurance policy required under this Exhibit, additional insured status must be provided on ISO form CG 20 10 11 85, or CG 20 10 10 01 and CG 20 37 10 01 (or their equivalent to be approved in writing by Owner).

(A) Scope of Coverage and Limits of Insurance

The coverage provided to the Additional Insureds must be at least as broad as that provided to the first named insured on each policy. If any policy required by this Exhibit states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the parties agree that nothing in this Exhibit is intended to restrict or limit the breadth of such coverage.

The limits of insurance provided by Design-Builder shall be the greater of the limits maintained in the normal course of Design-Builder's business or the minimum limits specified in this Exhibit. The limits of insurance stated herein for each type of insurance are minimum limits only. If Design-Builder's policy provides greater limits, then the Additional Insureds shall be entitled to, or to share in, the full limits of such policy, and this Exhibit shall be deemed to require such full limits.

(B) Number of Policies

The limits of insurance required in Section 3 of this Exhibit may be satisfied with a combination of primary, excess, or umbrella policies of insurance, provided that all such policies comply with all provisions of this

Exhibit, including, without limitation, the scope of coverage and the naming of the Additional Insureds on a primary and non- contributory basis).

(C) Severability of Interests (Cross Liability)

No cross-liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(D) Waiver of Subrogation

To the fullest extent permitted by law, all insurance furnished by Design-Builder in compliance with this Exhibit shall include a waiver of subrogation in favor of the Additional Insureds.

(E) Insurer Requirements and Owner Approval

All insurance described in this Exhibit shall be written by an insurance company or companies reasonably satisfactory to Owner and licensed or authorized to do business in the state of Georgia and shall be in a form and content reasonably satisfactory to the Owner. Each insurer shall have an A.M. Best rating of A or better. Owner, in its sole discretion, shall have the right to reject any insurance company selected by Design-Builder. No party subject to the provisions of this Exhibit shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

(F) Subcontractors, Sub-Subcontractors, and Design Consultants

Before performing or providing any Work or entering the Site, each Subcontractor and Sub-Subcontractor shall obtain the insurance, with the same requirements and coverage amounts, required of Design-Builder in Sections 3.1(A) (limited to Workers' Compensation Insurance), 3.1(B), and 3.1(C). However, the duration of such insurance coverage will extend during the time such Subcontractor is performing or providing any Work in connection with the Project or is on the Project Site.

Each Subcontractor and Sub-Subcontractor shall provide evidence of such insurance coverage in compliance with this Exhibit when requested, but in no event later than the Owner's Notice to Proceed with Phase 2 Services. In the event a Subcontractor subcontracts any portion of its Work to a Sub-Subcontractor, then it shall ensure that such person or entity procure the insurance required by this Exhibit and comply with the terms and conditions set forth in this Exhibit.

(G) Deductibles on Policies

The policies Design-Builder furnishes in compliance with this Exhibit shall not be subject to any deductible in excess of $1,000,000 unless approved in writing by Owner. No policies shall have a self-insured retention unless approved in writing by Owner. Design-Builder shall be responsible for any deductible due under any insurance it provides. The coverage afforded to the Additional Insureds shall not be conditioned upon the payment of any deductible.

(H) Certificates of Insurance; No Waiver

Prior to Owner's Notice to Proceed with Phase 1A Services or, if applicable, Owner's Notice to Proceed with Phase 2 Services, or upon execution of any contracts or subcontracts with a Subcontractor, certificates of insurance reasonably acceptable to Owner shall be submitted to Owner. All required insurance shall be maintained without interruption from the date of Owner's Notice to Proceed with Phase 1A Services or, if applicable, Owner's Notice to Proceed with Phase 2 Services until Final Completion of the Work or, if applicable, for such other periods of time as specified in this Exhibit. Certificates of insurance shall be provided to and updated with Owner throughout such periods. Policies required hereunder shall be provided to Owner upon request.

Failure to provide certificates of insurance will not relieve Design-Builder of its obligation to carry and maintain such insurance or to require Subcontractors, Sub-Subcontractors, or Design Consultants to carry and maintain such insurance. Owner assumes no obligation to review the certificates of insurance or other documentation to ascertain compliance with this Exhibit. Owner's review or inspection, or decision to not review or inspect, such certificates of insurance or other documentation – or any failure to identify, object to, or otherwise notify Design- Builder or its Subcontractors, Sub-Subcontractors, or Design Consultants of any discrepancy, errors, or deficiencies thereof or non-compliance with this Exhibit, (i) does not waive any requirement contained in the Contract Documents or this Exhibit, (ii) will not waive Owner's right to require strict compliance with the terms of the Contract Documents or this Exhibit, and (iii) does not relieve, diminish, or discharge any obligation of Design- Builder for its obligations under the Contract Documents or this Exhibit.

Any failure on the part of the Owner to require, or verify, complete and timely performance of Design-Builder's obligations under this Exhibit shall not constitute a waiver of any right of Owner to require compliance by Design- Builder with such obligations or to seek damages resulting from the Design-Builder's failure to comply.

By requiring Design-Builder and its Subcontractors, Sub-Subcontractors, and Design Consultants to procure, and provide evidence of, the insurance required hereunder, Owner assumes no obligation to ensure such insurance is procured or is adequate for losses or damages that may be sustained by anyone. There are no third-party beneficiaries of any obligation of Owner under the Contract Documents or this Exhibit.

(I) Notice of Cancellation

All policies required under this Exhibit shall contain endorsements or provisions within the policy that confirm that said insurance policies shall not be cancelled, not renewed, or materially changed except upon thirty (30) days' prior written notice to Owner. If information concerning cancellation, non-renewal, or material change is not furnished by the insurer, Design-Builder shall, with reasonable promptness, provide written notice thereof to Owner.

(J) Owner's Right to Procure Insurance

In the event of a failure of Design-Builder or its Subcontractors, Sub-Subcontractors, or Design Consultants to furnish and maintain any of the insurance required under this Exhibit or to furnish satisfactory evidence thereof, Owner shall have the right, but not the obligation, to procure such insurance. In such event, Design-Builder and such Subcontractor, Sub-Subcontractor, or Design Consultant shall (i) furnish all information necessary for Owner's procurement thereof and (ii) either pay the costs thereof to Owner immediately upon presentation of a bill therefor, or have the cost thereof deducted from any payment otherwise due under the Agreement, at Owner's option.

(K) Other Insurance by Design-Builder

Any type of insurance or any increase of limits of liability not described in this Exhibit, which Design-Builder requires for its own protection or on account of any statute, law, regulation, or otherwise, shall be its own responsibility and at its own expense. Unless agreed to by Owner in writing, such costs are not Costs of the Work.

(L) No Limitation

The insurance coverages maintained by Design-Builder shall not limit any of Design-Builder's indemnity obligations or other liabilities under the Contract Documents. Owner, by requiring the Design-Builder to purchase insurance, shall not be deemed to waive Owner's right to bring any action, to the fullest extent permitted by law, for any loss that may be covered, completely or in part, by such insurance. The procurement of insurance for a certain risk shall not be deemed to release, relieve, or diminish the liability of Design-Builder to indemnify Owner under the Contract Documents. Damages recoverable by Owner in any action shall not be limited by the amount of coverage specified in the insurance policy or policies required hereunder.

(M) Aggregate Limits

Unless otherwise provided herein, aggregate limits in each of the following insurance policies shall be exclusive to the Project and not shared with any other project: Commercial General Liability (as described in Section 3.1(C)) and Excess Liability (as described in Section 3.1(D)).

4.2 Legal Compliance

(A) In the event that the law of the state in which the project is located (or applicable law) limits the applicability of any of the insurance coverage that Owner may require from Design-Builder, then Design-Builder shall be required to obtain coverage to the fullest extent of coverage and limits allowed by applicable law and this agreement shall be read to conform to such law.

(B) Design-Builder agrees to be bound by, and at its own cost, comply with all federal, state, and local laws, ordinances, and regulations (hereafter collectively referred to as "laws") applicable to the Design-Builder's Work including, but not limited to, the Federal Occupational Safety and Health Act ("OSHA"). To the fullest extent permitted by law, the Design-Builder shall be liable to the Owner for all loss, cost, and expense attributable to any acts of commission or omission by the Design-Builder, its employees, and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties, or corrective measures. Such costs, expenses, fines, and penalties are not Cost of the Work.

4.3 Project Safety Administration

All entities and persons providing Work for the Project, including but not limited to Contractors, (including Subcontractors and Sub-Subcontractors) shall comply with applicable safety regulations intended to reduce the possibility of accidents or injury to persons on or about the Project Site. As applicable to the Work provided by each such entity or person, each such entity or person will erect or cause to be erected and maintained, as required by the conditions and progress of the Project, reasonable safeguards for the protection of laborers and the public. Providing safe working conditions and meeting or exceeding all OSHA requirements are important to Owner and constitute a material obligation of Design-Builder under the Agreement. Owner desires for the Project to be "Incident Free" each and every day.

In its sole discretion, Owner may retain a Site Safety Manager to proactively monitor the safe performance of Work by Design-Builder and others on the Project Site. The Site Safety Manager or a designated representative may conduct periodic reviews of Design-Builder's safety programs, with or without advanced notice. Without diminishing Design-Builder's responsibility for safety at the Project Site, Design-Builder shall address and implement any recommendations provided by, within the timeline set by, the Site Safety Manager. Owner assumes no liability for any reviews or recommendations of the Site Safety Manager.

Exhibit F
Form of Contract Price Amendments

Exhibit F
Form of Phase 1B Contract Price Amendment

Owner:	Brunswick-Glynn Joint Water and Sewer Commission
Design-Builder:	
Project:	North Mainland Water Pollution Control Facility
Agreement:	Progressive Design-Build Agreement for Phase 1B Design between the Brunswick-Glynn Joint Water and Sewer Commission and the Design-Builder
Effective Date:	

Pursuant to Section 2.3.2.2 of the Agreement, dated______________, 20_, the Owner and the Design-Builder amend the Agreement to (i) establish a Phase 1B Contract Price, (ii) establish the Phase 1B Scheduled Completion Date, as set forth in Section 6.2.2 of the Agreement, and (iii) amend any other terms and conditions of the Agreement, all as provided herein. Capitalized Terms not otherwise defined in this Phase 1B Contract Price Amendment shall have the meaning set forth in the Contract Documents.

1. Phase 1B Contract Price: The Phase 1B Contract Price referenced in Section 7.1.2 of the Agreement is $________________.

2. Contract Times:

   2.1. Pursuant to Section 6.2.2 of the Agreement, the Design-Builder shall complete Phase 1B scope of services on or before_________________[date certain or days after Notice to Proceed with Phase 1B Services], which is the Phase 1B Scheduled Completion Date.

   2.2. Pursuant to Section 6.2.2 of the Agreement, the Design-Builder shall achieve the following activities by the associated Milestone Dates:

Activities	Milestone Dates

3. If the parties have agreed to amend any other terms or conditions of the Contract Documents, such agreement is as follows:

____

____

4. Unless otherwise explicitly provided herein, all terms and conditions of the Contract Documents remain in full force and effect. Unless otherwise explicitly incorporated and referenced herein, neither the Design-Builder's Phase 1B Proposal (as defined in Section 2.3 of the Agreement) nor any portion thereof, nor any document attached thereto or referenced therein, is incorporated herein. The terms and provisions of this Phase 1B Contract Price Amendment constitute the full and complete agreement between the parties concerning the subject matter hereof.

Owner and Design-Builder each individually represents that it has the necessary approvals to execute this Phase 1B Contract Price Amendment. Design-Builder executes this Phase 1B Contract Price Amendment under seal.

OWNER:	**DESIGN-BUILDER:**
Brunswick-Glynn Joint Water and Sewer Commission	
(Signature)	*(Signature)* *(Seal)*
(Printed Name)	*(Printed Name)*
(Title)	*(Title)*
Date:	Date:
Attest	Attest

The following Surety or Sureties execute solely for the purpose of consenting to the modifications made by this Phase 1B Contract Price Amendment.

Surety:

____
(Name)

____
(Signature)

____
(Printed Name)

____
(Title)

____
Date:

____
Attest

Exhibit F
Form of Phase 2 Contract Price Amendment

Owner:	Brunswick-Glynn Joint Water and Sewer Commission
Design-Builder:	
Project:	North Mainland Water Pollution Control Facility
Agreement:	Progressive Design-Build Agreement for Guaranteed Maximum Price Design and Construction Services between the Brunswick-Glynn Joint Water and Sewer Commission and the Design-Builder
Effective Date:	

Pursuant to Section 2.4.2.2 of the Agreement, dated______________, 20_, the Owner and the Design-Builder amend the Agreement to (i) establish a Guaranteed Maximum Price, as set forth in Section 7.4 of the Agreement, (ii) establish Contract Times for the Work, as set forth in Article 6 of the Agreement, and (iii) amend any other terms and conditions of the Agreement, all as provided herein. Capitalized Terms not otherwise defined in this Phase 2 Contract Price Amendment shall have the meaning set forth in the Contract Documents.

1. Guaranteed Maximum Price:

1.1. The Guaranteed Maximum Price referenced in Section 7.4 of the Agreement is $_________________.

1.2. The Basis of Design Documents, as defined in Section 1.2.2 of the General Conditions of Contract, are as follows:

Exhibit	**Basis of Design Document (including Owner-Approved 60% Design)**

1.3. Additional Exhibits: Any additional exhibits incorporated by this Phase 2 Contract Price Amendment are as follows:

Exhibit	**Exhibit Description**
	[Amended or Supplemental Scope of Work Exhibit]
	[Schedule of Values of GMP]
	[Pre-Approved Subcontractors]
	[Additional Performance Standards and Guaranty]
	[Anticipated Weather Days]

1.4. Allowances: Any allowances agreed upon by the parties, as provided in Section 7.5 of the Agreement, are as follows:

Allowance Items	**Allowance Values**

1.5. Unit Prices: Any unit prices agreed upon by the parties are as follows:

Unit Price Work	**Unit Price**

2. Other Adjustments to the Phase 2 Contract Price (if any): If the parties have agreed on any change to the Design-Builder's Fee or Design-Builder's General Conditions Percent, or have agreed on any other change to the Phase 2 Contract Price, such agreement is as follows:

Design-Builder's Fee percent, as defined in Section 7.4.1, is amended to be:	%
Design-Builders' General Conditions Percent, as defined in Section 7.4.3, is amended to be:	%
Other Changes:	

3. Contract Times:

3.1. Pursuant to Article 6 of the Agreement, the Design-Builder shall achieve Substantial Completion of the Work on or before_________________[date certain or days after Notice to Proceed with Phase 2 Services], which is the Scheduled Substantial Completion Date, as defined in Section 6.2.1 of the Agreement.

3.2. Pursuant to Section 6.2.2 of the Agreement, the Design-Builder shall achieve the following activities by the associated Milestone Dates:

Activities	**Milestone Dates**

3.3. Liquidated Damages. As provided in Section 6.4 of the Agreement, Liquidated Damages are established or modified as follows:

Deadline	Liquidated Damages Daily Rate
Failure to achieve Substantial Completion	
Failure to achieve Final Completion	

4. If the parties have agreed to amend any other terms or conditions of the Contract Documents, such agreement is as follows:

____

____

5. Unless otherwise explicitly provided herein, all terms and conditions of the Contract Documents remain in full force and effect. Unless otherwise explicitly incorporated and referenced herein, neither the Design-Builder's Proposal (as defined in Section 2.4 of the Agreement) nor any portion thereof, nor any document attached thereto or referenced therein, is incorporated herein. The terms and provisions of this Phase 2 Contract Price Amendment constitute the full and complete agreement between the parties concerning the subject matter hereof.

Owner and Design-Builder each individually represents that it has the necessary approvals to execute this Phase 2 Contract Price Amendment. Design-Builder executes this Phase 2 Contract Price Amendment under seal.

OWNER:	**DESIGN-BUILDER:**
Brunswick-Glynn Joint Water and Sewer Commission	
(Signature)	*(Signature)* *(Seal)*
(Printed Name)	*(Printed Name)*
(Title)	*(Title)*
Date:	Date:
Attest	Attest

The following Surety or Sureties execute solely for the purpose of consenting to the modifications made by this Phase 2 Contract Price Amendment.

Surety:

____
(Name)

____
(Signature)

____
(Printed Name)

____
(Title)

____
Date:

____
Attest

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Exhibit G
Key Design and Supervisory Personnel

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Exhibit G
Key Design and Supervisory Personnel

Key design and supervisory personnel assigned by Design-Builder and its engineering subcontractor, as applicable, to this Project are:

Name	Role/Function

END OF EXHIBIT "G"

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Exhibit H – Form of Payment and Performance Bonds

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Performance Bond

KNOW ALL MEN BY THESE PRESENTS THAT__________________________________(as principal, hereinafter referred to as the “Principal”), and_______________________________________(as surety, hereinafter referred to as the “Surety”), are held and firmly bound unto the Brunswick-Glynn Joint Water and Sewer Commission (as Owner and obligee, hereinafter referred to as the “Authority”) in the sum of _____________________(\$____) lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or will enter, into a certain written agreement with the Authority, dated ____, which is incorporated herein by reference in its entirety (hereinafter referred to as the “Agreement”), for the construction of a project known as **North Mainland Water Pollution Control Facility**, (hereinafter referred to as the “Project”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions, and requirements of the Agreement, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made; and if the Principal and the Surety shall indemnify and hold harmless the Authority from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including but not limited to any damages for delay that the Authority may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Agreement, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect.
2. In the event of a failure of performance of the Agreement by the Principal, which shall include, but not be limited to, any breach of default of the Agreement:
    a. The Surety shall commence performance of its obligations and undertakings under this Performance Bond no later than thirty (30) days after written notice from the Authority to the Surety;
    b. The means, method, or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Authority.

3. If more than one surety executes this Performance Bond, such sureties collectively constitute the "Surety," as used herein, and each such surety will be jointly and severally liable for the obligations of the Surety hereunder.
4. This Performance Bond is issued pursuant to O.C.G.A. § 36-91-70 and shall be construed to provide no less rights to the Authority than provided in the Georgia Local Government Public Works Construction Law, O.C.G.A. Title 36, Chapter 91.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Agreement and agrees that the obligations undertaken by this Performance Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Performance Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this____________________day of ____________________, 202______.

PRINCIPAL: ____

By: ____
(name signed) *(SEAL)*

____
(name printed or typed)

Title: ____

Address: ____

____

Attest: ____
(name signed)

____
(name printed or typed)

Title: ____

SURETY: ____

By: ______________________________

(name signed) *(SEAL)*

____

(name printed or typed)

Title: ______________________________

Address: ______________________________

____

Attest: ______________________________

(name signed)

____

(name printed or typed)

Title: ______________________________

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Georgia.

END OF FORM

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Payment Bond

KNOW ALL MEN BY THESE PRESENTS THAT____(as principal, hereinafter referred to as the "Principal"), and____________________________________(as surety, hereinafter referred to as the "Surety"), are held and firmly bound unto the Brunswick-Glynn Joint Water and Sewer Commission (as Owner, hereinafter referred to as the "Authority"), for the use and benefit of any Claimant, as hereinafter defined, in the sum of ____
____(\$__________) lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or will enter, into a certain written agreement with the Authority, dated___________________________________, which is incorporated herein by reference in its entirety (hereinafter referred to as the "Agreement"), for the construction of a project known as **North Mainland Water Pollution Control Facility** (hereinafter referred to as the "Project").

NOW THEREFORE, the condition of this obligation is such, that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any person or entity entitled to recovery against the bond as provided in O.C.G.A. § 36-91-90 and any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Agreement, without regard to whether such labor, services or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Agreement with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the Authority, or the filing of a lien against the property of the Authority affected by the Agreement, the Surety shall either settle or resolve the Claim and shall remove any such lien by bond or otherwise as provided in the Agreement.

If more than one surety executes this Payment Bond, such sureties collectively constitute the "Surety," as used herein, and each such surety will be jointly and severally liable for the obligations of the Surety hereunder.

This Payment Bond is issued in conformance with O.C.G.A. § 36-91-90 and shall be construed to provide no less rights to Claimants than provided in the Georgia Local Government Public Works Construction Law, O.C.G.A. Title 36, Chapter 91.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this______________day of____________________, 202_.

PRINCIPAL:

By: ______________________________

(name signed) (SEAL)

____

(name printed or typed)

Title: ______________________________

Address: ______________________________

____

Attest: ______________________________

(name signed)

____

(name printed or typed)

Title: ______________________________

SURETY: ______________________________

By: ______________________________

(name signed) (SEAL)

____

(name printed or typed)

Title: ______________________________

Address: ______________________________

____

Attest: ______________________________

(name signed)

____

(name printed or typed)

Title: ______________________________

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Georgia.

END OF FORM

Exhibit I
Form of Waiver of Liens and Bond Claims

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STATE OF GEORGIA
COUNTY OF GLYNN

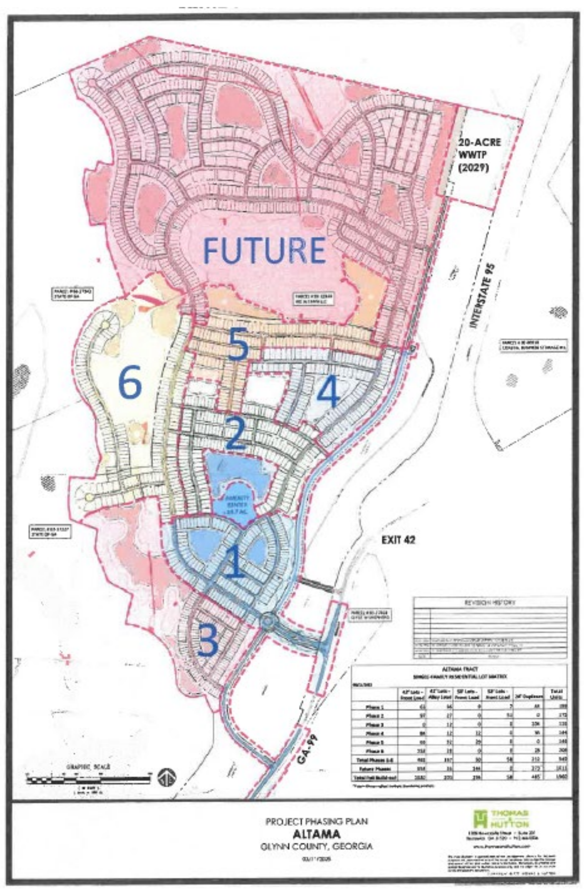
WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON INTERIM PAYMENT

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _______ TO FURNISH: ____

____

[DESCRIBE MATERIALS AND/OR LABOR] FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS: **NORTH MAINLAND WATER POLLUTION CONTROL FACILITY**, WHICH IS LOCATED IN GLYNN COUNTY, GEORGIA AND IS OWNED BY THE BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND, located in the 1356th G.M. District, Glynn County, Georgia, and being a portion of certain tracts of land bearing Parcel Numbers 03-12846 and 03-23243, and **containing approximately twenty (20) acres, more or less**, as more particularly shown and delineated as **"20- Acre WWTP (2029)"** on that sketch or drawing attached hereto as **Exhibit "A"** and which is incorporated herein by this reference.



UPON THE RECEIPT OF THE SUM OF $___________________________, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND

THROUGH THE DATE OF____________[DATE] AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS_____________ DAY OF____________, 20___.

___________________________________ (SEAL)

(Signature of Mechanic/Materialman)

____

(Printed/Typed Name and Title)

____

(Company Name)

___________________________________ ______________________________

(Witness) (Address)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

STATE OF GEORGIA
COUNTY OF GLYNN

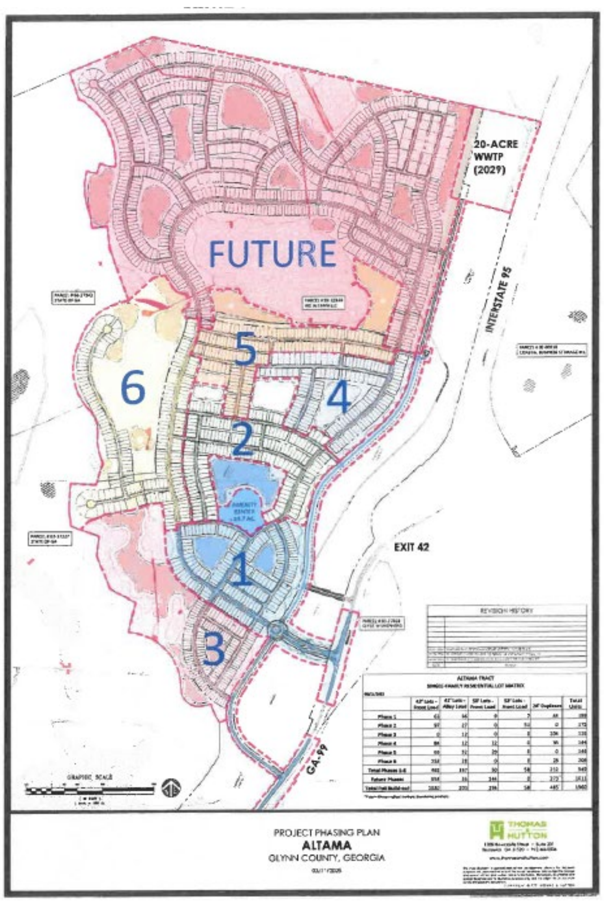
WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON FINAL PAYMENT

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY ___________
TO FURNISH: ____

____

[DESCRIBE MATERIALS AND/OR LABOR] FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS: **NORTH MAINLAND WATER POLLUTION CONTROL FACILITY**, WHICH IS LOCATED IN GLYNN COUNTY, GEORGIA A AND IS OWNED BY THE BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND, located in the 1356th G.M. District, Glynn County, Georgia, and being a portion of certain tracts of land bearing Parcel Numbers 03-12846 and 03-23243, and **containing approximately twenty (20) acres, more or less**, as more particularly shown and delineated as **"20- Acre WWTP (2029)"** on that sketch or drawing attached hereto as **Exhibit "A"** and which is incorporated herein by this reference.



UPON THE RECEIPT OF THE SUM OF: $__________________________, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF

LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS_____________ DAY OF____________, 20___.

___________________________________ (SEAL)

(Signature of Mechanic/Materialman)

____

(Printed/Typed Name and Title)

____

(Company Name)

___________________________________ ______________________________

(Witness) (Address)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

Exhibit J

Form of Consent of Surety to Final Payment

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Exhibit J
Form of Consent of Surety to Final Payment

To Owner:	Brunswick-Glynn Joint Water and Sewer Commission	Performance Bond No.:	
		Payment Bond No.:	
Design-Builder:			
Project:		Contract Date:	
	(name and address)		

In accordance with the provisions of the Agreement between the Owner and the Design-Builder as indicated above,

____,
[insert name and address of Surety]

Surety, on bond of

____,
[insert name and address of Design-Builder]

hereby approves of final payment to the Design-Builder and agrees that final payment to the Design-Builder shall not relieve the Surety of any of its obligations to the Brunswick-Glynn Joint Water and Sewer Commission as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand and seal on this date:______________________________

SURETY

____(SEAL)

____
(Signature of authorized representative)

____

____
(Printed name and title)

Note: Original Current Power of Attorney with Current Certificate shall be attached hereto

Attest:__________________________________

END OF FORM

Attachment C
Forms for Affirmation of Compliance

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Attachment C
Forms for Affirmation of Compliance

Statement of Non-Collusion

In accordance with O.C.G.A. § 36-91-21(e), the Design-Builder and all others required thereunder shall complete the following statement:

STATE OF________________________}
}
COUNTY OF_
____
}

That such person ("Affiant") is the agent authorized by the Design-Builder to submit the attached proposal. Affiant further states that the Design-Builder (i) has not prevented or attempted to prevent competition in such bidding or proposals by any means whatever; (ii) has not prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatsoever; (iii) has not caused or induced another to withdraw a bid or proposal for the work; and (iv) has not been a party to any collusion among proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any state, county, city, or authority official or employee as to quantity, quality, or price in the prospective agreement, or any other terms of said prospective agreement; or in any discussions between proposers and any state, county, city, or authority official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant further warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Design-Builder for the purpose of securing business.

____
Name of Design-Builder

____
Design-Builder (Affiant)

Subscribed and sworn to before me this________day of____________________, 202___.

My commission expires: ____

____Notary Public

END OF FORM

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Attachment C
Forms for Affirmation of Compliance

Georgia Security and Immigration Compliance Act Of 2006

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Design-Builder understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Design-Builder further agrees that such compliance shall be attested by the Design-Builder through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Design-Builder's fully executed affidavit is attached hereto as Exhibit A and is incorporated into this Agreement by reference herein.

By initialing in the appropriate line below, the Design-Builder certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Design-Builder:

1. __________500 or more employees;

2. __________100 or more employees;

3. __________ Fewer than 100 employees.

The Design-Builder understands and agrees that, in the event the Design-Builder employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Design-Builder shall:

1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Design-Builder further understands and agrees that the Design-Builder shall require the executed subcontractor affidavit to become a part of the agreement between the Design-Builder and each such subcontractor. The Design-Builder agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Brunswick-Glynn Joint Water and Sewer Commission at any time.

Design-Builder:____

Authorized Signature: ____________________________________

Title:____

Date: ____

EXHIBIT A
DESIGN-BUILDER AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Design-Builder 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 Joint Water and Sewer Commission has registered with, is participating in, uses, and will continue to use for the duration of the Contract, the federal work authorization program – 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), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, in connection with the physical performance of services pursuant to this Contract with the Brunswick-Glynn Joint Water and Sewer Commission, the Design-Builder will only employ or Contract with subcontractor(s) who can present a similar affidavit verifying the subcontractor's compliance with
O.C.G.A. 13-10-91. Design-Builder further agrees to maintain records of such compliance and provide a copy of each such verification to the Brunswick-Glynn Joint Water and Sewer Commission within five days of the subcontractor(s) presenting such affidavit(s) to the Design-Builder.

____

____ ____________________

EEV / Basic Pilot Program User Identification Number (Please enter your four to six numeric characters) | Date of Authorization

____ _________________________

BY: Authorized Officer or Agent | Date

____

Title of Authorized Officer or Agent if Design-Builder

____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

______DAY OF________________________, 2026.

____

Notary Public
My Commission Expires:

____

EXHIBIT A-1
SUBCONTRACTOR
AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of Design-Builder) ____on behalf of the Brunswick-Glynn Joint Water and Sewer Commission has registered with, is participating in, uses, and will continue to use for the duration of this contract the federal work authorization program – 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), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Design-Builder within five days of the subcontractor(s) presenting such affidavit(s) to the Subcontractor.

____	__________________________
EEV / Basic Pilot Program User Identification Number (Please enter your four to six numeric characters)	Date of Authorization
____	__________________________
BY: Authorized Officer or Agent Subcontractor Name	Date

____
Title of Authorized Officer or Agent of Subcontractor

____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_______DAY OF__________________________, 2026.

____
Notary Public
My Commission Expires:

____

END OF FORM

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Attachment C
Forms for Affirmation of Compliance

Certification of Absence of Conflict of Interest

(O.C.G.A. § 36-80-28)

The undersigned Design-Builder, who is entering into a contract or arrangement with the Brunswick-Glynn Joint Water and Sewer Commission (BGJWSC), by signing below acknowledges and certifies to follow the requirements below:

(1) Design-Builder shall avoid any appearance of impropriety and shall follow all of BGJWSC's policies and procedures related to the project.

(2) Design-Builder discloses below any material transaction or relationship currently known to Design-Builder that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Design-Builder, Design-Builder's employees, agents or subsidiaries. (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

____
____
____
____
____

(3) Design-Builder shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

(4) Design-Builder acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to BGJWSC, entitling BGJWSC to seek injunctive relief in addition to all other legal remedies.

____________________________ NAME OF DESIGN-BUILDER	____________________________ Name of Design-Builder's Authorized Official
	____________________________ Signature of Design-Builder's Authorized Official
	____________________________ DATE

END OF FORM

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Attachment C
Forms for Affirmation of Compliance

Acknowledgement of Addenda

The Owner will transmit addenda to those Proposers who have registered with the Owner per the provisions of the Request for Proposal and will post all addenda on the Owner Project website at the following address: https://www.bgjwsc.org/departments/procurement/. **It is Proposer's responsibility to obtain all addenda prior to submitting its Proposal.**

The undersigned Design-Builder hereby acknowledges receipt of the following Addenda: ***[insert the number and date of each Addendum; if none, insert "None"]***

Addendum No.	Addendum Date

Respectfully submitted,

____
[typed name of Design-Builder]

By: ____
[signature]

____
[typed name and title]

____
[address of Design-Builder]

(_____) ____
[business telephone number]

____
[date of execution]

END OF FORM

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Attachment D
Form of Bid Bond

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```

# Attachment D
# Bid Bond

BOND NO. ________________________

KNOW ALL MEN BY THESE PRESENTS, that ________________________________________________ _______, as principal, hereinafter called the Principal, and __________________________________________ _______, a corporation duly organized under the laws of the State of__________________, having its principal place of business at_________________in the State of_________and authorized to do business in the State of Georgia, as surety, hereinafter called the Surety, are held and firmly bound unto Brunswick-Glynn Joint Water and Sewer Commission, as owner, hereinafter called the Obligee, in the sum of ______________ DOLLARS ($_________) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting its Proposal for design and construction of the **North Mainland Water Pollution Control Facility,** said Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a Proposal to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Request for Proposals for the Project.

WHEREAS, a condition to the submission of said Proposal is that a bid bond in the amount of 5 percent of the base bid be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Agreement, enter into a written Agreement with the Owner for the performance of said Agreement, within 90 calendar days after written notice having been given of the award of the Agreement.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, within 10 calendar days after written notice of such award, enters into a written Agreement with the Obligee and furnishes a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the Contract Price, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this __day of______________, 2026.
```

PRINCIPAL:

By:

(name signed) (SEAL)

(name printed or typed)

Title:

Address:

(name signed)

Attest:

(name printed or typed)

Title:

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By:

(name signed)

(name printed or typed) (SEAL)

Title:

Address:

(name signed)

Attest:

(name printed or typed)

Title:

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF FORM

Attachment E
Fee and Rate Proposal Form

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Attachment E
Fee and Rate Proposal

In compliance with the RFP, the undersigned Design-Builder, having carefully examined the site of the Project, the RFP and all attachments and appendices of the RFP, and having carefully examined the draft Progressive Design-Build Agreement for Guaranteed Maximum Price Design and Construction Services between the Brunswick-Glynn Joint Water and Sewer Commission and the Design-Builder (Agreement) and the Owner's standard forms and other documents included or referenced in the RFP and any Addenda thereto, proposes and agrees, if its Proposal is accepted, to enter into the Agreement with the Owner and to perform all of the services as set forth in the Agreement for the Phase 1 Contract Price set forth below, and offers the following proposed compensation and other matters set forth below:

a. Design-Builder's proposed Phase 1A Contract Price, this amount being the lump sum, fixed price (including all costs, overhead and profit) amount (included in Article 7 of the Agreement) is ____dollars ($___________________________________); and

b. Design-Builder's proposed General Conditions Percent, expressed as a percentage of the Cost of the Work, for all Phase 2 Services is____________percent (%); and

c. Design-Builder's proposed fee, expressed as a percentage of the Cost of the Work, for all Phase 2 Services is____________percent (%).

Design-Builder shall provide labor staff categories and associate labor rates used to develop the Phase 1A Contract Price and shall provide the total labor hours for Key Personnel for Phase 1A Services.

Design-Builder must include its preliminary estimate for Phase 1B Services as a lump sum, fixed price (including all costs, overhead and profit) amount. Include such preliminary estimate for Phase 1B Services in the sealed envelope with this Fee and Rate Proposal, as provided in Section 5.3.7 of the RFP.

The Design-Builder understands that the Owner reserves the right, in its sole discretion, 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 one hundred twenty (120) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Design-Builder agrees that if it is notified of the acceptance of this Proposal, via Notice of Award or otherwise, within one hundred twenty (120) 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, the Agreement.

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;

Design-Builder has visited, examined, and inspected the Site of the Project, obtained first-hand knowledge of existing conditions; and

(c) 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, proposer, or 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]

____

[typed name and title]

____

[address of Design-Builder]

(_____)____________________________________

[business telephone number]

____

[date of execution]

END OF FORM