

**FLOWERY BRANCH WATER
RECLAMATION FACILITY EXPANSION**

CONSTRUCTION MANAGER AT RISK RFP

NO: 23-001



Flowery Branch

PROPOSALS DUE: March 16th, 2023, AT 2:00 PM EST

Request for Proposals

Section 1. Background

1.1 Introduction

This request for proposals (RFP) for the **Flowery Branch Water Reclamation Facility Expansion** (Project) invites Proposals according to the requirements set forth in this RFP. The Proposals will be reviewed and evaluated using a best-value selection process described within this RFP document. At completion of the evaluation process, the **City of Flowery Branch** (Owner) will select a Proposer to award, or enter into negotiations for award of, the CMAR Contract. See Attachment C Draft CMAR Contract.

The Project is to be designed and constructed in two phases using the construction management at-risk (CMAR) delivery method.

- **Preconstruction phase:** CMAR Firm will provide preconstruction services (as described in Attachment B, Scope of CMAR Services) to support the Owner's chosen Design Engineer in developing the design. During this phase, the design engineer will advance the design to the level of completion necessary to define the project and will provide construction-ready documents prior to the initiation of the construction-phase services. When the engineering firm's design reaches between 60 - 80% completion, the CMAR Firm will present a construction schedule and an open-book guaranteed maximum price (GMP) or fixed price proposal to the Owner in accordance with the CMAR contract.
- When the Owner and CMAR Firm have agreed on the construction price, the construction-phase services will be initiated. If the Owner and the CMAR Firm are unable to agree on a price for construction-phase services, the Owner reserves the right to terminate the existing CMAR Contract and begin negotiations with another CMAR firm, or direct the Design Engineer to complete the design and prepare construction documents for public bidding of the Project.
- **Construction phase:** If the owner and CMAR firm agree on a price for construction-phase services, the CMAR Firm will procure all subcontractors and vendors, and will be responsible for the Project's construction, startup, commissioning, performance testing, and warranty services as agreed to in the CMAR Contract.

This RFP is subject to revision after the date of issuance via written addenda. Any such addenda will be transmitted to the list of potential Proposers maintained by the Owner and or the Design Engineer. It is each Proposer's responsibility, to obtain all RFP addenda prior to submitting its proposal. In no event will the Owner be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

1.2 Owner's Objectives

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

- **Quality:** Deliver the proposed facilities consistent with the project design and specifications.
- **Cost:** Minimize initial capital and life-cycle costs, and achieve Owner's budget.
- **Schedule:** Achieve substantial completion of the Project by **December 30, 2025**. Achieve final completion, including commissioning, start-up and performance testing by **March 2, 2026**. No schedule guarantee will be required of the CMAR Firm until final GMP negotiation.
- **Safety:** Implement a comprehensive safety program that incorporates industry's best practices.

Having chosen CMAR delivery for this Project, the Owner expects the CMAR Firm to collaborate closely with the Owner and its Design Engineer during the preconstruction phase to develop a design that achieves the Owner's objectives at a mutually agreeable GMP or fixed price for delivery of the Project. The Owner also expects the CMAR Firm to construct the project, as designed, within the agreed-on price and schedule, through start-up and commissioning.

Section 2. Project Overview

2.1 Project Scope

The City of Flowery Branch (City) is seeking Proposals from qualified firms interested in providing Construction Manager at Risk (CMAR) services for a project known as the Flowery Branch Water Reclamation Facility Expansion in Flowery Branch, Georgia (the Project). The Project includes a new 1.5 MGD wastewater treatment system parallel to the existing treatment facility, along with modifications and integration with the existing treatment facility for which the CMAR will provide Preconstruction and Construction Phase Services in collaboration with the Engineer and Owner.

In order to meet the capacity needs of the City of Flowery Branch a new treatment facility (biological treatment and clarification) will be required to be designed and installed parallel to the existing plant. To balance the use of the existing facility assets and new components, the selected capacity for the new parallel facility has been selected to be 1.5MGD. During the preliminary design phase, and including input from the CMAR, the potential process options will be reviewed and comparatively evaluated to determine the best value option while meeting the treatment and operational needs. It is anticipated that the process option that minimizes the number of facilities required and optimizes the size of the biological treatment process will need to be selected in order to meet the available construction budget. Included in the Project scope is the design of the biological treatment, aeration, clarification, and tertiary polishing (if needed) for the entire max month average daily flow (MMADF) of 1.5MGD. This will include chemical feed systems for the new and old facilities. Based on a preliminary review of the existing facility, it is assumed that the existing WRF will have the following unit processes expanded/modified to accomplish the expansion to 1.5MGD and 2.2MGD.

1. Screening and Grit Removal

The existing WRF was originally constructed with a single screen and bar rack for the influent screening process. The final headworks (screening and grit) solution needs to be selected, designed, and installed in order to properly protect the downstream process and assets of the new and existing facility including the existing EQ tank.

2. Equalization Tank and Pump Station

This upgrade component will include the design of improved equalization aeration and a new pump station. The size of the tank will work as installed and does not require a volume change.

3. Bioreactor Structure and Secondary Clarification

The existing bioreactor structure, aeration system, and existing secondary clarifiers are currently being rehabilitated in order to improve their current operation. It is anticipated these changes will be completed in the first quarter of 2023. Once in operation the performance of the rehabilitated system will be reviewed. Depending on the performance of the system, the addition of a secondary clarifier or other process improvements will be considered. For the purpose of this scope of work, no new structures for the existing facility are included in the planned design, but can be added if determined it is needed.

5. Cloth Media Filter and Tertiary Membrane System Modifications

The existing cloth media filter and tertiary membranes at the existing facility will most likely require minor improvements in order to optimize these systems with the expanded facility. Included in the design are the necessary design modifications to accommodate these improvements. It is not expected that new structures, relocated facilities, or expanded capacity will be required for these facilities.

6. Disinfection System Modifications

A new UV disinfection system shall be included in the design to accommodate the entire facility flow. The configuration or open channel or closed vessel will be evaluated with staff and the appropriate system will be selected for design.

7. Cascade Reaeration

The existing reaeration system will be replaced in the design to provide reaeration for the entire facility capacity. It is anticipated that the facility will be a cascade style system provided there is sufficient space in the hydraulic profile. If difficulties are encountered, the design can be adjusted to a supplied air reaeration system if needed.

8. Dewatering Facility

The existing dewatering facility (belt filter press) is undersized for the ultimate plant capacity but is sufficient for the initial expansion to 1.5MGD. However, the age of the existing machine has caused it to require repair. During the

design, a replacement unit will be evaluated to determine if the replacement cost can fit within the overall project budget. If the cost of the other processes required to expand the facility capacity utilizes the entire expansion budget, the existing unit will need to remain in service until it is able to be rebuilt or the replacement unit can be purchased.

9. Emergency Generator Evaluation and Modification

The existing generator is currently able to keep certain essential unit processes online but with the addition of equipment for the facility expansion, as well as the new EQ aeration system, the overall capabilities will be reviewed. It is expected that the generator will require replacement or duplication in order to meet the power requirements of the essential processes. The preliminary design will review the facility needs and the design will include the necessary upgrades to address emergency power for the required processes at 1.5 and 2.2MGD capacities.

10. Effluent Pumping Systems

Based on the existing size and configuration of the effluent and reuse pumping systems it is expected that the existing pipe and outfall to Lake Lanier is sufficient size to convey the 1.5MGD flow. During the design a hydraulic model will be developed to confirm the piping capacity and select the appropriate pumps to increase the output to the lake discharge location.

2.2 Project Budget and Funding

The total budget for program management, EOR services, and preconstruction and construction CMAR services for the proposed facility is currently \$40,000,000.

The Project will be funded using a combination of local funds and Georgia Environmental Finance Administration (GEFA) loan. Selected CMAR will be required to comply with all GEFA requirements. Standard GEFA documents are provided at the end of Attachment A for reference.

2.3 Project Schedule

As indicated in Section 4, it is anticipated that the CMAR Contract will be executed on or about **March 30, 2023**. Project milestones to be delivered by the CMAR Firm include:

Completion of Preconstruction Phase Services by **October 30, 2023**.

Substantial completion of **December 30, 2025**

Final completion of **March 2, 2026**, including commissioning, startup and testing.

Section 3. CMAR Services

3.1 General

As noted in Section 1 and more fully described in Attachment A (Scope of CMAR Services), the CMAR Firm will provide services in two distinct phases.

1. Preconstruction-phase services

- Develop the project execution plan, including project schedule.
- Develop construction management plan for the construction phase, including a subcontracting and procurement plan.
- Perform value engineering, constructability reviews on design development submittals in conjunction with the Owner and the Design Engineer at the 30%, 60% and 90% design stages.
- Prepare and maintain a project cost model and project schedule, and submit detailed, open-book cost estimates as the design is advanced.
- Prepare, implement and maintain a Project risk management plan including Risk Register.
- Submit and negotiate a GMP proposal for the construction phase.
- Identify Project construction permitting requirements and determine when certain construction permitting activities should be initiated.

2. Construction-phase services

- Procure and manage equipment and subcontractors.
- Self-perform elements of the Project scope representing a minimum of 60% the Project Value, if approved by the Owner and allowed by law.
- Secure necessary construction permits.
- Construct the Project.
- Mitigate Project risks.
- Conduct start-up, commissioning, and performance testing.
- Provide operator training.
- Provide warranty coverage for constructed work.

3.2 Roles and Responsibilities

Owner: The Owner or its duly authorized Representative will cooperate with the CMAR Firm and will fulfill its responsibilities in a timely manner to facilitate the CMAR Firm's timely and efficient performance of services.

Owner responsibilities include:

- Review preconstruction-phase deliverables and submissions, providing comments to CMAR Firm.
- Furnish existing studies and provide complete, accurate and reliable data and information regarding the Project, including record drawings, preliminary studies, etc.

- Provide information and perform additional studies that may be necessary to complete the Project.
- Provide adequate funding.
- Provide access to the Project site and any necessary easements.
- Obtain the governmental approvals and permits Owner is responsible for, and assist CMAR Firm in obtaining governmental approvals and permits it is responsible for.
- Provide necessary data and inputs (e.g., raw water, or wastewater influent or Biosolids quality, etc.) for Project startup and performance testing.

CMAR Firm: The CMAR Firm will cooperate with the Owner and Design Engineer and will provide the preconstruction and construction phase services necessary to complete the Project scope specified in this RFP. CMAR Firm responsibilities include:

- Deliver the constructed work.
- Supervise subcontractors and CMAR Firm personnel.
- Obtain necessary governmental approvals and permits.
- Perform risk management and mitigation activities.
- Provide Engineer Firm with office space located with the Owner at the Project Site. Office space will be secure, with water, electricity and janitorial services provided by CMAR. Telephone, facsimile, and/or Internet service will also be the responsibility of the CMAR Firm.
- Maintain site security and safety.
- Conduct acceptance testing.
- Develop and implement quality management (including quality control and quality assurance) procedures.
- Establish and maintain change order management plan.
- Develop and implement Project health and safety practices.

Design Engineer: The Design Engineer will prepare all design documents, work collaboratively with the Owner and the CMAR Firm, and provide services during construction to ensure that the Project as constructed conforms to the design intent and Owner's objectives.

Section 4. Procurement Process

4.1 Communications with Owner Contact

ESG Engineering (Design Engineer) will act as the Owner Contact and shall administer the RFP process. All communications shall be submitted in writing, by email, and shall specifically reference this RFP. All questions or comments should be directed to the Owner Contact as follows:

No oral communications from the Owner or any other individual are binding. No contact with Owner staff or any public official concerning the Project during the procurement process outside of the pre-proposal meeting is allowed. A violation of this provision shall result in disqualification of Proposer.

4.2 Procurement Schedule

The current procurement schedule is as follows:

Issue RFP: February 16, 2023

Pre-Bid Meeting & Site Visit: February 28, 2023, at 10:00 am local time

Deadline for Submission of Questions: March 2, 2023

Issues Response to Questions by: March, 9 2023

Submit Proposals: March 16, 2023 no later than 2:00 pm local time

Interview Short-List: March 17, 2023

Interviews: Tuesday March 21, 2023

Selection Date: March 27, 2023

City Council Approval to Enter into Negotiations: TBD

Contract Negotiations Completed: TBD

Contract Execution and Notice to Proceed: TBD

4.3 Pre-Proposal Meeting and Site Tour

Owner will conduct a pre-proposal meeting for those interested in responding to the RFP. **Attendance at this meeting is mandatory.** The meeting will be held at the Flowery Branch WRF, 5572 Atlanta Hwy, Flowery Branch, GA 30542 on Thursday **February 28, at 10:00 a.m. local time.** At this meeting, Owner Representative will offer information about the Project and the procurement process. Those who attend the pre-proposal meeting will have the opportunity to tour the Project site following the meeting to familiarize themselves with site conditions and constraints.

Section 5. Proposal Submission Requirements

5.1 Submittal Place and Deadline

One signed hard copy original and Four electronic copies in PDF format on individual USB drives (Separate Files for Package 1 and Package 2), must be received no later than **March 16, 2023 at 2:00 pm local time**, addressed to:

**Flowery Branch
Attn: Tonya Parrish
Procurement Department
5410 W. Pine St
Flowery Branch, GA 30542**

Each Proposer assumes full responsibility for timely delivery of its Proposal at the required location. Any Proposal received after the submittal deadline will be deemed non-responsive and returned unopened. The delivered packaging containing the Proposal documents must **note “Proposal for Construction Management at Risk (CMAR) Flowery Branch WRF”**.

5.2 Submission Format

The Proposal must not exceed the total pages specified in Parts 1 through 6 (most or all 8½ × 11 inch with 1-inch or greater margins). A maximum of 3 of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used.

5.3 Submission Content

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

Proposal Package 1 will include the general proposal information as requested and will be provided to the Selection Committee for review and scoring. Once scoring for Package 1 is completed, the Package 2 information will be opened, reviewed and scored by the Selection Committee.

The Proposal Packages 1 and 2 must include the following information in the order listed below.

Package 1

- Part 1 -Transmittal Letter
- Part 2 – Company Profile
- Part 3 - Project Staff and Key Personnel
 - Resumes
- Part 4 – Reference Projects
- Part 5 – Project Approach
- Appendix A – Preliminary Schedule
- Appendix B – Preliminary Risk Register
- Appendix C – Bonding and Insurance Letters
- Appendix D – Forms for Affirmation of Compliance

Package 2

- Part 1 - CMAR Contract Markup
- Part 2 – Fee and Rate Schedule
- Part 3 – Financial Statements
- Appendix A – Current and Recent (Last 5 yrs) Litigation (If Needed)

5.3.1 Package 1 Part 1 - Transmittal Letter (2 pages max)

Proposers must submit a transmittal letter on the Proposer’s letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number and e-mail address for the Proposer Contact and must specify who would be the CMAR Firm’s signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Proposer. (Two page limit)

5.3.2 Package 1 Part 2 – Company Profile (1 page max)

A detailed and complete description of the organizational structure proposed for the Company must be provided. (The term “company” can refer to either a single entity or a joint venture.) The Company Profile must include the following information.

- **General** - Provide general information about the Company, 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 evidence of required licenses.
- **Legal structure** - Identify whether the Company is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify the owners of the Company (e.g., shareholders, members, partners, and the like) who hold an interest of ten percent or more.
- **Project office location** - Identify where the Company intends to maintain its project office(s) and

where the majority of the pre-construction services will be performed.

5.3.3 Package 1 Part 3 – Project Staff and Key Personnel (6 pages max)

- Submit organizational chart(s) for Pre-construction and Construction Phase services.
- Provide summary of experience and roles/responsibilities on the proposed project for the following Key Staff members (or equivalent) including the proposed Lead Project Manager, Preconstruction Manager, Lead Estimator, and General Superintendent. Be certain to demonstrate the proposed staff's knowledge and understanding of the CMAR delivery method if appropriate. It is imperative that the individuals being proposed in this response will be doing the actual day-to-day activities on the project, not department heads.
- Provide full resumes (2 page max each) for the Key Staff described above as well as other critical team members. Resumes should reflect project experience that aligns with the minimum qualifications for projects found in in this RFP. Any team member that is identified on the organizational charts should have a full resume included. Resumes do not count against the page number limitation for this section.

5.3.4 Package 1 Part 4 – Reference Projects (5 pages max)

Contractor shall provide reference information for five (5) similar projects that meet the minimum construction experience criteria found in 6.3. Each reference project description should be limited to one page, and include the name of owner, role of respondent, project scope, size, location, start and completion dates, original contract value, final contract value, client reference contact information (phone and e-mail), key staff members that participated in project, and a clear indication of how each project meets the minimum criteria.

5.3.5 Package 1 Part 5 – Project Approach (12 pages max)

Provide a conceptual description of the CMAR Firm's approach for managing and performing its services during the Project's preconstruction and construction phases. It should address the following items:

- Discuss how a collaborative relationship with the Owner and Design Engineer would be established during preconstruction-phase development, scheduling, cost estimating and risk management.
- Communications (with Owner and Design Engineer).
- Discuss how the design and construction processes will interface (including how constructability issues, construction document packaging, value engineering and risk issues will be addressed).
- Identify the work elements critical to the Project's success and how these components will be addressed.
- Describe the process for developing the GMP or fixed-price proposal at 60-90% design completion (defined by the Owner and including the approach to establishing contingency) and for developing early-out equipment and/or construction package GMPs.
- Identify and discuss key Project risk factors and the approach for mitigation. Reference your Preliminary Risk Register located in Appendix B.

- Provide a narrative on the approach to Project safety.
- Provide a narrative on the approach to delivering a quality project.
- Discuss the Project schedule and identify the specific approach to meeting the schedule. Include a Preliminary Schedule in Appendix A.
- Adherence to the GMP during the construction phase

5.3.6 Package 2 Part 1 – CMAR Contract Markup

The Proposal shall include in Package 2 Part 1 (CMAR Contract Markup) a detailed markup of the Draft CMAR Contract, setting forth any and all revisions requested by the Proposer. Although the Owner will undertake negotiations of the CMAR Contract, the CMAR Contract Markup will be treated as a *de facto* offer that the Owner could accept as is, which would result in a binding contract between the CMAR Firm without further negotiations or revision. The Owner expects that this review and comment process will substantially reduce the need for extensive post-selection negotiation.

5.3.7 Package 2 Part 2 – Fee and Rate Schedule

The Proposer must complete the Fee and Rate Schedule with all required pricing information – and include it as Package 2 Part 2 Fee and Rate Schedule. The scope of CMAR services for which pricing is required is defined in RFP Attachment A (Scope of CMAR Services). This section of the Proposal should also describe the basis for the Fee and Rate Schedule and discuss its basis of development from the CMAR Firm’s perspective.

The Owner is not interested in proposed fees or rates that provide excessive discounts from the CMAR Firm’s anticipated actual costs for the requested services. If Owner determines (at 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) either declare that Proposal to be non-responsive or seek additional detailed information from that Proposer concerning the cost basis for its fee and rate proposal, prior to rendering a decision on the Proposal’s responsiveness.

5.3.8 Package 2 Part 3 – Financial Condition

In Package 2 Part 3 provide audited financial statements for the Company for the past three years. If the Company is a joint venture, LLC or partnership, such financial statements must be provided for each partner or member.

Section 6. Proposal Evaluation and Selection

6.1 General

The Proposals will be reviewed and evaluated by the Owner’s selection committee 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 may require that all or a limited number of 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 rejected as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a deficiency.

6.3 Minimum Qualification Requirements

Each responsive Proposal will be reviewed to determine whether it meets the Minimum Qualification Requirements outlined in this section. Any Proposal that does not satisfy all of the following Minimum Qualification Requirements may be rejected.

- **Performance bond and insurance.** The CMAR must provide in Appendix C a letter from its surety company confirming the ability of the CMAR Firm to provide a performance bond in the amount of \$40,000,000. Also, in Appendix C, include proof of insurance with appropriate limits as required in the draft CMAR Contract.
- **Material adverse condition.** The CMAR Firm must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide performance bonds or insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks. Include descriptions of current and recent litigation in Appendix I.
- **Licensing and registration.** The CMAR Firm and each other firm must be licensed in the State of Georgia for the type of work to be performed.
- **Construction experience.** Within the past ten (10) years, the CMAR Firm must have successfully completed the construction of at least:
 - Three new wastewater treatment facilities, or upgrades and expansions to existing facilities with a minimum Project value of \$25,000,000, using collaborative delivery, with treatment capacity of at least 1.0 MGD for municipal clients in the United States.
 - Two additional Wastewater Projects of similar complexity to the proposed Flowery Branch Wastewater Treatment Facility Phase 1 Project.
- ☐ **Safety record.** The CMAR Firm must have achieved an experience modification rate (EMR) of not greater than **0.85** for the current and past two years.

6.4 Evaluation Criteria

The selection committee will evaluate and rank the responsive Proposals that satisfy the Minimum Qualification Requirements by applying weighted evaluation criteria, as set forth below, to information provided in the submitted Proposals. Financial condition is evaluated on a pass/fail basis as part of the Minimum Qualification Requirements.

Package 1

- | | |
|---|-----------|
| 1. Part 1 -Transmittal Letter | 5 points |
| 2. Part 2 – Company Profile | 5 points |
| 3. Part 3 - Project Staff and Key Personnel | 20 points |
| 4. Part 4 – Reference Projects | 20 points |
| 5. Part 5 – Project Approach | 20 points |

Package 2

- | | |
|-----------------------------------|-----------|
| 1. Part 2 – Fee and Rate Schedule | 20 points |
|-----------------------------------|-----------|

Interview

10 points

TOTAL 100 points

In ranking the proposals, the selection committee will use a 90-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above. Up to an additional 10 points may be awarded to those Proposers selected for interviews.

In the event the Selection Committee determines two or more of the Proposers are similarly qualified, interviews may be conducted with up to three (3) of the top scoring Proposers. The score from the interviews will be added to the scores from Package 1 and Package 2 to arrive at a final score. In the event of the tie, the interview score shall be the tie-breaker.

6.5 Selection

After the evaluation process is complete, the Owner will notify Proposers of the rankings. The top-ranked Proposer will be either selected for contract award on the basis of its CMAR Contract Markup or offered the opportunity to negotiate the final terms of the CMAR Contract. However, if the Owner determines (at its sole discretion) that the top-ranked Proposer's CMAR Contract Markup may require protracted negotiations, the Owner may choose to either select the next-ranked Proposer for award on the basis of its CMAR Contract Markup or offer it the opportunity to negotiate the final terms of the CMAR Contract. If negotiations with any selected Proposer are not successful, the Owner may either select or negotiate with the next highest-ranked Proposer (and so on for lower-ranked Proposers until either a Contract is reached or negotiations with all ranked Proposers end). At any time, the Owner also has the option to have the Design Engineer complete the design and then to proceed as with a Design Bid Build procurement.

Section 7. Conditions for Proposers

7.1 Owner Authority

Owner is a municipality in the State of Georgia operating under a municipal charter.

7.2 Conflict of Interest

Georgia 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.

7.3 Proprietary Information

All materials submitted to the Owner become public property and are subject to the Georgia's public information laws. If the Proposal contains proprietary information that the Proposer does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of submittal. Owner will, to the extent provided by law, endeavor to protect such information from disclosure. Proposers will be notified in writing by Owner if proprietary information is requested and Proposer will be given an opportunity to request from the Georgia Attorney General that the information be withheld. The final decision as to what information must be disclosed, however, lies with the Georgia Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Proposers shall not be permitted to mark their entire Proposal as proprietary.

7.4 Rights of the Owner

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

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the CMAR Contract, without incurring any obligations or liabilities
- 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
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the Owner
- Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means
- 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 execution of the Project. (The anticipated dates for award of the CMAR Contract and for completion of the Project are set forth in this RFP.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner Representative, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the CMAR Firm's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Proposer from further consideration.

7.6 Addenda

If any revisions to the RFP or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner, through the Design Engineer, may issue written addenda. The Owner (or Design Engineer) will issue any such addenda to potential Proposers based on the list of potential Proposers maintained by the Design Engineer. It is each Proposer's responsibility, however, to obtain all addenda prior to submitting its Proposal.

7.7 Protests

Any protest to an Owner's action in connection with this procurement must be filed in writing no later than seven (7) business days following such action and must be in strict accordance with the Owner's applicable procedures and with applicable law.

Attachment A: Scope of CMAR Services

The CMAR Firm will provide the following preconstruction- and construction-phase services, as identified and described in the Proposal, and for the price specified in the Fee and Price Proposal.

A. PRECONSTRUCTION-PHASE SERVICES

Preconstruction-phase services will include:

1. Provide a project manager, all Key Personnel and all other associated personnel necessary to fully meet the CMAR Firm's obligations for preconstruction services.
2. Within 14 days of the notice to proceed the preconstruction phase, provide a construction management plan that includes approach to safety, quality, cost, schedule, project organization during both preconstruction and construction phases, packaging, and subcontractor management plan.
3. Consult with, advise and provide recommendations to the Owner and the Design Engineer on all aspects of the planning, design, and proposed construction, as well as drawings and specifications.
4. As the design progresses—from approximately 30% completion up to and including 90% completion of the final design, plans and specifications—provide ongoing constructability review and input, including information on material availability, recommendations on equipment and/or packaging to advance construction, and independent quantity calculations to verify quantities specified by Design Engineer.
5. At the 60% design completion milestone, provide list of additional details that would be needed to complete the project in the allotted time or to accelerate aspects of the work.
6. At the 30%, 60% and 90% design completion milestones, hold review workshops with project manager, estimator, scheduler, and superintendent, along with any other necessary personnel.
7. Provide on-going value-engineering and constructability reviews, including written reports and recommendations at the 30%, 60% and 90% design completion milestones.
8. Identify, evaluate and propose cost-effective alternatives to the project design or equipment specified.
9. Develop independent detailed construction cost estimates, critical path method schedules and cash flow forecasts at the 30%, 60% and 90% final design completion milestones.
10. Provide monthly project planning and scheduling reports to optimize the sequencing of constructing the project.
11. Identify long-lead equipment procurement needs and submit a report to the Owner.
12. Identify, evaluate, and recommend elements of the Project that may require less than 100% design completion.
13. Make recommendations to the Owner regarding the division of the Work to facilitate bids and proposals for the major elements of the Work.

14. Advise the Owner regarding ways to gain efficiency in Project delivery.
15. Provide complete, detailed, written GMP or fixed-price proposal, including line-item cost breakdowns with conditions, assumptions, and CMAR contingency at the 60% (or as agreed to with the Owner) level of design completion.
16. Provide a construction emergency response plan and site safety plan.
17. Develop, implement and maintain a quality management plan that ensures conformance to the project design and to every section of the specifications.
18. Develop a Quality Control program to ensure continuing attention to the production and installation of error-free work.
19. Provide an environmental management plan detailing programs for a storm water pollution prevention plan and handling other environmental issues (dust, on-site chemicals and fuel, etc.) required to comply with permits and regulations applicable to the Project.
20. Schedule all Project construction-related activities.
21. Identify work that the Proposer intends to self-perform. Identify and recommend which work, if any, should be procured through value-based competitive selections, in lieu of low-bid selection.
22. Participate in monthly progress meetings on-site or at the office location provided by the Owner (located with the Design Engineer).
23. Participate in one Project kick-off meeting for preconstruction-phase services.
24. Participate in up to 10 additional meetings or workshops with the Design Engineer, Owner or others as needed.

B. CONSTRUCTION-PHASE SERVICES

Construction-phase services will include the following:

1. Construction of the Project consistent with the relevant state laws, including all applicable codes.
2. Remaining contingency fund at the end of the Project will be shared 50%/50%.
3. All CMAR fees and expenses will be reviewed and approved by the Owner. The CMAR must only participate as a lead entity and not as a lower-tier subcontractor.
4. Discuss Project with subcontractors and material suppliers to determine workloads, bonding capacity, and worker/mechanic availability.
5. Review rules for how and when a CMAR Firm can self-perform some elements of a project with its own forces and systems for selection.
6. Prepare the bids/proposals packages for the elements of the Work incorporating the requirements of the Contract.
7. Develop and submit recommendations for awarding the subcontracts to construct the Project.
8. Participate in up to five (5) Project kick-off meetings for construction-phase services;
9. Perform the construction portion of the Work in strict accordance with all applicable Contract Documents.

10. Coordinate and manage the Work that includes all required appurtenances, necessary site improvements, and all other work required to make a complete and operable system within the GMP or fixed price and the allowable contract time.
11. Coordinate with various local and state agencies, as necessary.
12. Arrange for procurement of materials and equipment.
13. Manage all procurement and construction-related subcontracts while meeting the Owner's requirements for procurement of subcontractor and supplier bids or proposals. This effort includes inspecting the Work performed by subcontractors to ensure conformance with the Contract Documents.
14. CMAR is the primary responsible party to monitor and maintain quality controls over shop drawings, equipment and materials, implementation, and Work.
15. Provide performance bond, payment bond, and one-year extended performance bond or maintenance bond as detailed in Section 5.3 of this RFP.
16. Provide insurance for the preconstruction and construction phases as detailed below.
17. Implement the construction site safety plan to provide a safe working site for the Project, maintain, update and implement as needed for the emergency response plan.
18. Conduct a meeting with all the contractors and sub-contractors performing major elements of the Work prior to the start of their activities.
19. Obtain any necessary construction permits.
20. Manage storm water runoff and dust.
21. Establish and implement procedures to track, expedite and process all submittals, change orders, and requests for information.
22. Review and process shop drawings and other documents for submission to Design Engineer.
23. Establish a critical path method schedule for the Project, monitor and update the construction schedule monthly, prepare two-week look ahead work schedules consistent with overall schedule.
24. Review and process all pay applications from subcontractors.
25. Conduct monthly progress meetings with the on-site trade foremen or superintendents.
26. Attend monthly meetings with the Design Engineer and Owner staff and provide written monthly progress report and updated schedule.
27. Maintain current hard copies of project as-built drawings, including all subcontracted work, and submit monthly in hard copy, PDF and electronic format, as specified by the Design Engineer.
28. Develop, implement and manage a commissioning, start-up and testing plan necessary for the Owner to accept the Project as completed and ready to use.
29. Expedite and coordinate delivery, storage, security and installation of Owner-procured material and equipment, as applicable.
30. Update and revise the operation and maintenance manual developed by the Design Engineer as necessary.

31. Supervise and manage the warranties provided to the Owner for the equipment and construction work.
32. Receive warranty work items from the subcontractors and vendors and provide same to Owner upon final completion of the Project, or at a date negotiated by the parties.
33. Conduct a walk-through with the Owner and Design Engineer to ensure that the Owner, Design Engineer, and CMAR Firm are in agreement that the construction-phase work is complete before the one-year warranty goes into effect.
34. Implement close-out procedures necessary for the Owner to accept the Project as being finally complete; provide lien waivers from all subcontractors and material suppliers.
35. Complete all construction-phase services and Work, including performance testing; and
36. Prepare a final report on all construction costs.

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.

TABLE OF CONTENTS

| | |
|--|----|
| Instructions and General Requirements | 3 |
| DBE Compliance Form | 4 |
| DBE Compliance Checklist | 6 |
| Six Good Faith Efforts | 7 |
| Resources for Identifying DBE Subcontractors | 8 |
| Certification Regarding Equal Employment Opportunity | 9 |
| Certification Regarding Debarment, Suspension, and Other Responsible Matters | 10 |
| Changes to Approved Subcontractors Form | 11 |
| DBE Annual Report Form (5700-52A) | 12 |
| Special Provisions | 13 |
| Equal Employment Opportunity (EEO) Notice | 14 |
| EEO Construction Contract Specifications (Executive Order 11246) | 15 |
| Davis-Bacon and Related Acts | 15 |
| Wage Rate Determination (and links for forms, posters, etc.) | 15 |
| Certified Payroll Review Checklist | 16 |

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.

(Prime Contractor signature)

Date _____

(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.

(Signature of Owner or Owner's representative)

Date _____

(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 <i>(Not applicable if self-performing all work, with no subcontracting)</i> | | |
| | | |

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://dekalbsbe.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.

 (Prime Contractor signature) Date _____

 (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.

 (Signature of Owner or Owner's representative) Date _____

 (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 PAID TO 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 ordinances 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 |
|---------------------|-------------|

Attachment B
Forms for Affirmation of Compliance

S.A.V.E AFFIDAVIT VERIFY STATUS FOR BUSINESS TRANSACTION WITH THE CITY OF FLOWERY BRANCH

STATE OF _____

COUNTY OF _____

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A §50-36-1, administered by the Georgia Department of Community Affairs, the undersigned applicant verifies on of the following with respect to my ability to enter into a contract with the City of Flowery Branch.

1. _____ I am a United States Citizen

Or

2. _____ I am a legal permanent resident of the United States.

Or

3. _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least on secure and verifiable document, as required by O.C.G.A. §50-36-1(f)(1), with this affidavit.

The secure and verifiable document provided with the affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed this _____ day of _____, 202_ in _____ (city) _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 202_.

NOTARY PUBLIC

My Commission Expires: _____

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

Attachment C Draft CMAR Contract

The City's intent is to use the contract(s) below for Construction Manager at Risk agreement. (Draft contract will be provided to the Proposers as part of an addendum during the advertisement period.)

Attachment D
Fee and Rate Proposal Form