

**STATE OF GEORGIA**

**COUNTY OF DEKALB**

**AMENDMENT NO. 5  
TO  
CONTRACT NO. 07-901001**

**THIS AMENDMENT** is by and between DeKalb County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the “**County**”), and Parsons Water & Infrastructure, Inc., a corporation organized and existing under the laws of the State of Delaware, with offices in Gwinnett County, Georgia (hereinafter referred to as the “**Engineer**”).

**WITNESSETH:**

**WHEREAS**, County and Engineer have previously entered into a certain Agreement dated December 11, 2007, (**DeKalb County Contract No. 07-901001**) (hereinafter referred to as the “**Agreement**” or “**Contract**”) relating to the Snapfinger and Pole Bridge Wastewater Treatment Plant Expansion (hereinafter referred to as the “**Project**”); and,

**WHEREAS**, the Agreement has been previously amended through Amendment No. 1, executed on February 12, 2009 and Amendment No. 2, executed on January 28, 2013; Amendment No. 3, executed on April 21, 2016 and Amendment No. 4, executed on September 4, 2019; and,

**WHEREAS**, County and Engineer desire to extend that said Agreement through and including September 30, 2025;

**WHEREAS**, County and Engineer desire to revise portions of the existing scope of work to reflect modifications to the Project since the execution of Change Order No. 3, add additional

work to Task 7, add funding to the Contract in an amount not to exceed \$5,464,563.00 and to ensure the provision of engineering services through the completion of the Project;

**WHEREAS**, the County Board of Commissioners approved the terms of this Amendment No. 5 on \_\_\_\_\_;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the Parties hereto do hereby agree and consent to the following:

I. The Agreement is hereby amended as follows:

A. **ARTICLE I. AGREEMENT TIME.**

**DELETE ARTICLE I. AGREEMENT TIME in its entirety. INSERT A NEW ARTICLE I. AGREEMENT TIME, to read as follows:**

**ARTICLE I. AGREEMENT TIME**

- A. This Agreement commenced on December 11, 2007. As required by the terms of O.C.G.A. Section 36-60-13, this Agreement shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provision of this Agreement; and (iii) terminate absolutely, with no further renewals and no further obligations on the County, on September 30, 2025. The Contract Time shall not be extended unless changed by written Amendment or Change Order in accordance with the terms of this Agreement and approved by the County's Governing Authority.
- B. The services to be performed under Amendment No. 5 are anticipated to be performed between April 1, 2020 and September 30, 2025. The Engineering Services during Construction Phase in Amendment No. 5 begin on April 1, 2020 and are anticipated to be completed by June 30, 2022 (the current estimated construction completion date). The Engineering Services during Post Construction Phase will be provided in 39 months following completion of the Snapfinger AWTF Expansion Phase 2 construction contract.

**B. ARTICLE II. PAYMENT**

**DELETE ARTICLE II. PAYMENT, PARAGRAPH A**, in its entirety. **INSERT A NEW ARTICLE II. PAYMENT, PARAGRAPH A** to read as follows:

**ARTICLE II. PAYMENT**

- A. The total value of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4 and 5, shall not exceed forty-two million five hundred sixty thousand six hundred forty dollars (\$42,560,640.00), unless changed by written Amendment or Change Order in accordance with the terms of the Agreement and approved by the County's Governing Authority. As full payment for the faithful performance of services for the work described in Amendment No. 5 through September 30, 2025, the County shall pay to the Engineer an amount not to exceed five million four hundred sixty-four thousand five hundred and sixty-three dollars (\$5,464,563.00) in accordance with Attachment A.1, attached to Amendment No. 5 and incorporated therein. Costs included in Attachment A.1 to Amendment No. 5 are based on 2018 labor rates and the hours estimated to complete each task with escalation to the midpoint of services under this Amendment No. 5 are based on a 2.5 percent annual escalation rate. The Engineer agrees that for services provided under Amendment No. 5 its billing rates shall not exceed the Position Billing Rates set forth in Attachment A.2 to Amendment No. 5 (as they may be modified pursuant to the terms of the Agreement). The breakdown of hours and out of pocket expenses identified are estimates only and Engineer shall be responsible only for delivering the scope of work for the total amount set forth in the preceding paragraph.

**INSERT A NEW ARTICLE II. PAYMENT, PARAGRAPH F** to read as follows:

- F. Original invoice(s) must be submitted to:
- (1) Attention:  
Wendell Brown, Construction and Project Manager  
Catharine Riley, Program Project Manager (AECOM)  
Department of Watershed Management  
4572 Memorial Drive  
Decatur, GA 30032
  - (2) Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalblsbe.info](http://www.dekalblsbe.info). Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at [www.dekalblsbe.info](http://www.dekalblsbe.info).

C. **ARTICLE III. SCOPE OF WORK**

**DELETE ARTICLE III. SCOPE OF WORK in its entirety. INSERT A NEW ARTICLE III. SCOPE OF WORK to read as follows:**

**ARTICLE III. SCOPE OF WORK**

**A. Task 0 – Project Management**

Engineer will perform project management for the project to include the following activities. Communications will be maintained between the project manager and County as well as coordination of project meetings throughout the project bid process and design. Engineer will work with the Construction Manager and the Contractor as County's agent related to the construction related issues.

The scope of these services is summarized below:

- i. Administration
  - a. Manage project services related to this amendment.
  - b. Respond and prepare correspondences to County and third-party Construction Manager.
  - c. Coordinate the Services provided by subconsultants.
  - d. Update Project Management Plan.
  - e. Assign and supervise staff.
  - f. Coordinate and communicate with County in a timely and professional manner.

For services provided under Amendment No. 5 only, this task is extended for 66 months from April 1, 2020 to September 30, 2025 and this task is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- ii. Progress Reports
  - a. Prepare and update at monthly intervals, progress reports for all tasks, subtasks, and milestone events

For services provided under Amendment No. 5 only, this task is extended for 66 months from April 1, 2020 to September 30, 2025 and this task is limited to the labor hours and total cost presented for this line item in Attachment A.1.

**B. Task 5 – Construction Phase**

Upon written authorization from County, Engineer will perform the following tasks.

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

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this task is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- ii. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- iii. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. This review is based on reviewing 54 monthly schedules using an average of 6 labor hours per schedule and review of the initial progress schedule, schedule of submittals and schedule of values.

As of April 1, 2020, this task will be completed by the Construction Manager.

- iv. *Intentionally omitted.*
- v. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep County informed of the progress of the Work. This task is budgeted for 54 monthly visits by the design manager and less frequent visits by discipline engineers as shown on the detailed estimate of costs (Attachment A.1).
- b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for County a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

For services provided under Amendment No. 5 only, Engineer shall furnish engineer site visits for 2 days per week from April 1, 2020 to June 30, 2022.

This item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- vi. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. In the event of a conflict of opinion between the Construction Manager and the Engineer as to any matter in which both the CM and Engineer are to provide opinions, the opinion of the Engineer shall control. This item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- vii. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents. Costs shown in Attachment A.1 are based on a projected 1430 requests for information (RFIs) and field orders and assume an average review and response time of 6 labor hours per RFI/field order.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- viii. *Change Orders and Work Change Directives:* Review and recommend change orders and work change directives to County based on recommendation and analysis provided by the Construction Manager. This assumes up to 50 individual change requests with an average of 24 labor hours per change request.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- ix. *Shop Drawings and Samples:* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Costs shown in Attachment A.1 are based on a projected 780 shop drawings and samples and assume an average review time of 14 labor hours per shop drawing/sample.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to the labor hours and total cost presented for this line item in Attachment A.1. Costs shown in Attachment A.1 are based on a projected 354 shop drawings and samples and assume an average review time of 14 labor hours per shop drawing/sample to continue this scope.

- x. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. This task is budgeted as shown in Attachment A.1. Actual level of effort will be dependent on the number and type of substitution requests received. As of April 1, 2020, this task has been completed.

- xi. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that



the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests. Payment for testing is not included in the cost of engineering services during construction.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- xii. *Disagreements between County and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by County or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to County or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity. This item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- xiii. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation in consultation with the Construction Manager:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to County, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in

the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to County free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between County and Contractor that might affect the amount that should be paid.
- c. Determination of recommended payment amounts will be based on information supplied by the Construction Manager. Engineer will rely on the accuracy of Construction Managers monthly report of work performed in making recommendation for payment. This task assumes 54 monthly payment requests.

As of April 1, 2020, this task will be completed by the Construction Manager.

- xiv. *Contractor's Completion Documents:* Receive, review, and transmit to County maintenance and operating instructions,

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

As of April 1, 2020, this task will be completed by the Construction Manager.

- xv. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with County and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of County, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to County and Contractor.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

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

Engineer shall provide a letter to Georgia EPD certifying construction is completed for Phase II in accordance with the Design Development Report and approved contract documents. Engineer shall, if required, provide a letter to DeKalb Department of Planning and Sustainability certifying construction of Phase II is completed in accordance with the approved contract documents. These letters will be based on the documents provided by the Construction Manager and the Contractor, and the Engineer's knowledge based on extent of services provided under the Contract No. 07-901001. This assumes adequate documentation of construction is provided by the Construction Manager and the Contractor. Costs are limited to the

labor hours and total cost presented for this line item in Attachment A.1.

- xvii. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer may be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. This proposal is based on a single construction contract for Snapfinger AWWTF Expansion and Upgrade – Phase 2 with an anticipated duration of construction to be 54 months.

As of April 1, 2020, the current construction completion date is estimated to be June 30, 2022.

- xviii. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

**C. Task 6 – Post Construction Phase**

Upon written authorization from County during the Post-Construction Phase, Engineer will perform the following tasks.

- i. Together with County, visit the Project to observe any apparent defects in the Work, assist County in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any. This item is limited to the labor hours and total cost presented for this line item in Attachment A.1.
- ii. Together with County or County's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction. This item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- iii. The Post-Construction Phase services may commence during the Construction Phase and will terminate twelve months after the commencement of the Construction Contract's correction period.

This task is anticipated to begin July 1, 2022 and extend for 39 months to September 30, 2025.

**D. Task 7 – Additional Services Requiring County's Written Authorization**

If authorized in writing by County pursuant to Article IV.B of the Agreement of which this Scope of Work is a part, Engineer shall furnish or obtain from others Additional Services of the types listed below and the Contract Price shall be adjusted accordingly.

Execution of Amendment No. 5 will provide written authorization for Task 7 items vi through xi described below. Additional written authorization from the County will not be needed.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

- i. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to County. Engineer will furnish one (1) full size set of drawings, one (1) set of specifications, and one (1) electronic copy of plans and specifications in Adobe Acrobat (.pdf) format.

Upon the completion of the final testing, checkout, start-up and plant activation, review and certify the accuracy of record documents provided by the Contractor in accordance with Specification Section 01700 of the construction contract. Parsons will assume no liability for any undocumented changes and will certify only that the documented changes are accurately depicted on these drawings.

- ii. Assistance to County in training County's staff to operate and maintain Project equipment and systems.
  - a. Assistance to County in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

Supplemental Facility O&M Building Information Model (BIM) Investigation. An initial investigation of County's current O&M documentation and requirements will be assessed to determine the need and to recommend whether integration of BIM into the development of the new O&M manuals will benefit the County. This investigation will include a series of County staff interviews over a three day period and review of the County's current O&M manuals and other related documentation. Based on this information, Engineer will develop and recommend in a report and presentation to County staff a proposed strategy for integration of BIM. Once a strategy can be agreed, Engineer will provide County with a proposal and fee estimate for completing this integration if selected by the County to be included in a future contract amendment.

iii. Other services performed or furnished by Engineer not otherwise provided for in this Agreement

a. Construction Phase Meetings

i. Monthly Project Progress meetings during Construction. Engineer will attend and participate in monthly meetings. This task is estimated to be 54 meetings at an average of 14 labor hours per meeting.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to the labor hours and total cost presented for this line item in Attachment A.1.

ii. Weekly Coordination Meetings during Construction. Engineer will attend and participate in weekly coordination meetings. One engineer will attend up to 208 of the 234 weekly meetings for the portion of meetings set aside for items requiring the engineer of record. This task assumes 208 meetings averaging 2 labor hours each including travel time.

For services provided under Amendment No. 5 only, this task is extended for 27 months from April 1, 2020 to June 30, 2022 and this item is limited to

the labor hours and total cost presented for this line item in Attachment A.1.

- b. Engineer will provide an additional 27 months of services following the 12 month inspection period in order to assist and advise County staff in the operations and maintenance of the new Snapfinger facilities. This task is limited to the amount budgeted in Attachment A.1.
- v. Support Dewatering Building Interim Milestone: Separate services for the dewatering building full-scale operation are not included. Record drawings will be provided as part of the full-scale plant operation package if authorized by the County.
- a. On-Site Engineering Specialists: Provide one (1) full-time (40 hours/week) and one part-time (24 hours/week) on-site Engineering Specialists for a total of 6-months to support ongoing construction of the dewatering building. Engineering Specialists will be varied based on the specific needs of the project. This support is provided on a time and materials basis to support engineering responses to Department of Watershed Management (DWM) and the construction team, and to witness the ongoing construction process. The scope of the Engineering Specialists, along with Parsons support staff shall include:
    - Attend weekly coordination meetings and monthly progress meetings as needed in place of or to supplement to the Project Manager.
    - Review and verify the final Product List provided by the Contractor identifying all the major equipment, products installed and special tools, with the name of manufacturer, trade name and model number.
  - b. Testing, Checkout and Start-Up Services: The scope of the Checkout, Testing, Start-up and Commissioning phase services will include the following observations (and associated documentation) as per the requirements of Contract Specifications Sections 01640, 01655 and 01700: mechanical and electrical equipment installation, equipment verification, system demonstration, operational checks, functional testing, field and performance testing. This scope will cover mechanical equipment functional testing of equipment for the early completion Dewatering Building start-up. The main process and Administration Building start-up and commissioning is excluded

from this proposal. The subcategories below are limited to the labor hours and total cost presented for this line item in Attachment A.1.

i. Pre-Start-up Conference: Parsons will assist with and attend the pre-start-up conference along with the Contractor, the Owner's representative(s), operations staff, stakeholders and other relevant parties to review and discuss the Start-up and demonstration scope requirements. Parsons will help to identify facilities requirements, identify the commissioning teams and responsibilities and the scheduling of the next steps. Parsons will review the Contractor's supplied agenda and submittals as per the requirements of specifications section 01655 – Starting of Systems.

Parsons will review and comment on:

- Qualifications of the Contractor's proposed Start-up Manager
- Pre-Conference Agenda provided by the Contractor
- Meeting Minutes and guideline notes
- Preliminary commissioning team organization chart
- Startup and Demonstration Schedule
- Initial Check-out Plan Review

ii. Review Vendor(s) Provided Data: Parsons shall review final manufacturers and vendors Shop Testing reports, Physical Checkout reports, Field Testing reports, certifications, guarantees, warranties, data sheets, recommended preventative and corrective maintenance protocols and spare parts lists. Parsons will also verify that required certificates of proper installation are completed, signed and dated by the manufacturer's service representative. Review Plant Assets List including: "Tag#", "Description" and "Location Detail" in list compiled by Contractor during construction phase.

iii. Operations and Maintenance Manual: Parsons will prepare a facility O&M Manual for the dewatering building interim operations only. The O&M manual will include a plant overview, unit processes, electrical power distribution, SCADA systems, and buildings and support systems. Each chapter for unit process will provide:

- Detailed design data,
- Equipment list with operating characteristics
- Process description
- Process flow diagram



- Process control philosophy and control strategies
- Initial operating parameters, set points and range
- Standard operating procedures for operations
- Startup, shutdown, and bypass procedures
- A description of alarms, interlocks, and recommended responses
- Process troubleshooting,

Existing WWTP Solids Train units that will remain in operation after interim startup of the dewatering building will be included in the O&M manual to the degree that the existing operations and maintenance changes. The plant operators will refer to existing plant/equipment manuals for existing operations and maintenance that does not change.

The O&M manual will be provided in a format suitable for use in the field. Parsons will coordinate the O&M manual with the vendor O&M Manuals which are provided and assembled by the Contractor, with like systems grouped together under separate subfolders. The O&M Manual will be provided in pdf format with links to supporting documents (Vendor O&M manuals, contract drawings, and specifications).

Parsons will deliver the O&M manual to facilitate plant operations and to meet GA EPD requirements. Following start-up and commissioning, Parsons will revise the dewatering building interim O&M manual based on operations during the commissioning process.

Deliverable(s):

- Facility Operations and Maintenance Manual – Solids Train (Dewatering Building Interim Operation)
- Presentation of O&M manual and training on the use of the manual.

The O&M manual will exclude all detailed preventative maintenance tasks and schedules. The Contractor is to supply preventive maintenance tasks and schedules.

vi. Support Final Completion Milestone:

The subcategories below are limited to the labour hours and total cost presented for this line item in Attachment A.1.

- a. On-Site Engineering Specialists: Provide one (1) full-time (40 hours/week) and one part-time (24 hours/week) on-site Engineering Specialists for a total of 18-months to support ongoing construction. Engineering Specialists will be varied based on the specific needs of the project. This support is provided on a time and materials basis to support engineering responses to Department of Watershed Management (DWM) and the construction team, and to witness the ongoing construction process. The scope of the Engineering Specialists, along with Parsons support staff shall include:
- Attend weekly coordination meetings and monthly progress meetings as needed in place of or to supplement to the Project Manager.
  - Review and verify the final Product List provided by the Contractor identifying all the major equipment, products installed and special tools, with the name of manufacturer, trade name and model number.
- b. Testing, Checkout and Start-Up Services: The scope of the Checkout, Testing, Start-up and Commissioning phase services will include the following observations (and associated documentation) as per the requirements of Contract Specifications Sections 01640, 01655 and 01700: mechanical and electrical equipment installation, equipment verification, system demonstration, operational checks, functional testing, field and performance testing. This scope will cover mechanical equipment functional testing of equipment for the Phase II full-scale operation start-up. The subcategories below are limited to the labour hours and total cost presented for this line item in Attachment A.1.
- i. Pre-Start-up Conference: Parsons will assist with and attend the pre-start-up conference along with the Contractor, the Owner's representative(s), operations staff, stakeholders and other relevant parties to review and discuss the Start-up and demonstration scope requirements. Parsons will help to identify facilities requirements, identify the commissioning teams and responsibilities and the scheduling of the next steps. Parsons will review the Contractor's supplied agenda and submittals as per the requirements of specifications section 01655 – Starting of Systems.

Parsons will review and comment on:

- Qualifications of the Contractor's proposed Start-up Manager
- Pre-Conference Agenda provided by the Contractor

- Meeting Minutes and guideline notes
- Preliminary commissioning team organization chart
- Startup and Demonstration Schedule
- Initial Check-out Plan Review

ii. Review Vendor(s) Provided Data: Parsons shall review final manufacturers and vendors Shop Testing reports, Physical Checkout reports, Field Testing reports, certifications, guarantees, warranties, data sheets, recommended preventative and corrective maintenance protocols and spare parts lists. Parsons will also verify that required certificates of proper installation are completed, signed and dated by the manufacturer's service representative. Review Plant Assets List including: "Tag#", "Description" and "Location Detail" in list compiled by Contractor during construction phase.

iii. Operations and Maintenance Manual: Parsons will prepare a facility O&M Manual for Phase II improvements. The O&M manual will include a plant overview, unit processes, electrical power distribution, SCADA systems, and buildings and support systems. Each chapter for unit process will provide:

- Detailed design data,
- Equipment list with operating characteristics
- Process description
- Process flow diagram
- Process control philosophy and control strategies
- Initial operating parameters, set points and range
- Standard operating procedures for operations
- Startup, shutdown, and bypass procedures
- A description of alarms, interlocks, and recommended responses
- Process troubleshooting,

The existing WWTP units that will remain in operation after Phase 2 and planned future improvements (e.g., the existing sludge systems) will be included in the O&M manual. Whereas the existing units that will be decommissioned after planned future improvements (e.g., the influent pump station and chlorine contact chamber) will not be discussed in detail in this O&M manual. The plant operators will refer to existing plant/equipment manuals for these units.

The O&M manual will be provided in a format suitable for use in the field. Parsons will coordinate the O&M manual with the vendor

O&M Manuals which are provided and assembled by the Contractor, with like systems grouped together under separate subfolders. The O&M Manual will be provided in pdf format with links to supporting documents (Vendor O&M manuals, contract drawings, and specifications).

The overall plant O&M manual draft including both solids and liquid trains will be delivered 30 days before integrated testing with Clean Water or training of plant staff, whichever comes first. Following start-up and commissioning, Parsons will revise facility O&M manual based on operations during the commissioning process.

Deliverable(s):

- Facility Operations and Maintenance Manual
- Presentation of O&M manual and training on the use of the manual.

The O&M manual will exclude all detailed preventative maintenance tasks and schedules. The Contractor is to supply preventive maintenance tasks and schedules.

iv. Pre-Checkout Facility Walk: Parsons will conduct a complete facility walk thru to identify punch-list items and confirm non-conformance and deficiencies have been addressed. This one-time facility walk is to be conducted once the contractor and the construction manager have corrected all known issues.

Deliverable(s):

- Punch List

v. Check-out and Start-up Plans Oversight: Parsons shall review contractor-provided project specific Functional Testing, Check-out and Start-Up Plans along with Checklists and Logs; verify that manufacturer(s) pre-start and start-up checks are incorporated into the checklists; review the calibration certificates of special testing equipment and source of the testing media (Water, Sewage, Power, etc.) along with any interim temporary connections and/or disposal points; review and verify safety, bypass, discharge points, shutdown and emergency procedures; and review equipment check-lists, calibration sheets, forms, support and temporary equipment, and the necessary interfaces.

The Contractor shall conduct check-out and start-up and shall provide all labour, tools, equipment, monitoring devices, specialized equipment, etc. required to start, checkout, and functionally test equipment and systems.

Review(s):

- Checkout and Start-Up Checklists and Logs
- Updated Check-out Plan. The plan shall be signed off jointly by the relevant Start-Up Manager, Owner's Representative and Construction Manager.
- Review proposed Pass/Fail criteria for testing.

vi. Dry Inspection and Initial System Tests: Parsons will witness, including to confirm test adequacy and test pass/fail, Dry inspection and initial tests of equipment installed to demonstrate readiness for wet commissioning of the treatment plant. Tests shall include operating the components through each of the written sequences of operation, and verification of proper interconnection and integration to other systems as required. Review updated Commissioning Log with any testing items that pass or do not pass Contract Requirements.

Review(s):

- Commissioning Log and Test Reports

vii. Unit Checkout and Functional Testing: Parsons will witness, including to confirm test adequacy and test pass/fail, stand-alone Unit Testing and Functional Testing conducted by the Contractor's start-up team.

Review(s):

- Proper performance and demonstration of equipment and systems during the Unit Checkout and Functional Testing phase.
- Witness and retesting as necessary. One retest of each Unit Checkout and Functional Test will be provided as part of normal checkout. Additional retests will be considered additional and outside the normal scope of work.

viii. Operator Training: Parsons will attend some major equipment training classes to perform spot checks to ensure adequacy of training, and consistency with the O&M manual. Parsons will review training manuals, lesson plans, handouts and reference materials provided by the Contractor for each training session. Following the Classroom training, Parsons will follow through with plant operational staff, Contractor and specialty equipment manufacturers that hands-on field training for the new treatment process and support systems (e.g., electrical, SCADA) has been

completed. Parsons will review and comment on Contractor's provided lessons plans.

Review(s):

- Training Agenda and Topics
- Comments Report
- Final Training Plan/Manual

ix. Performance Testing and 30-Day Operating Test: Parsons will witness, including to confirm test adequacy and test pass/fail, the performance testing and 30-day operating test period for Phase II improvements to verify performance metrics and validate operation. Performance testing shall be as required to comply with the specified process performance test durations in the equipment specifications. This task is funded for a maximum of 30 days.

Deliverable(s):

- Review of Interim Commissioning and Inspection Reports
- Letter of Recommendation for acceptance of equipment and/or Systems.

x. Retesting of Major Systems: Witness retesting as necessary. One retest of each major system will be provided as part of normal checkout. Witness of retesting will be performed by Parsons. Additional retests beyond one retest will be considered additional and outside the normal scope of work.

xi. Final Job Walk: Upon completion of all retesting, Parsons shall conduct a final complete Solids Train facility walk for Phase II improvements to verify completion of all punch list items.

Deliverable(s):

- Final completed Punch List Report

### **E. Task 8 – UV System**

Amendment No. 5 provides for Parsons involvement in the Snapfinger UV System Upgrade. Parsons completed a design of the UV System for the Snapfinger Wastewater Treatment Plant Expansion in 2010 under the original contract. Parsons will update the existing design, provide bid documents for equipment, and provide construction phase engineering services.

- i. Meet with DeKalb County Purchasing to discuss equipment, construction, and O&M cost.

- ii. Meet with potential equipment vendors.
- iii. Update specifications and prepare bid forms for UV equipment. Prepare preliminary drawing list for DCN and include draft versions of modification to some of the drawings.
- iv. Obtain pricing of UV equipment from three (3) vendors.
- v. Evaluate vendors' proposals with consideration of cost associated to modify existing facilities to accommodate each vendor's equipment and provide DeKalb County with a Letter of Recommendation for vendor selection.
- vi. Update structural, process, mechanical, electrical, instrumentation and civil drawings (UT, CFT, PSW) to accommodate selected equipment and to incorporate the UV Disinfection process into the treatment train (e.g. chlorine contact basin modifications).
- vii. Update Electrical and I&C Drawings for existing site condition and changes in equipment.
- viii. Prepare DCN for addition of UV System upgrade.
- ix. Review of contractor's pricing.

Engineering services during Testing, Commissioning and Start-Up, and Post Construction

Phase.D. **ARTICLE IV. GENERAL CONDITIONS**

REPLACE **ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH B** to read as follows:

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

approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

**REPLACE ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH G** to read as follows:

G. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract , as well as all expenses incidental to the defense of any such claims, litigation, and actions caused by or resulting from the negligence, recklessness or intentionally wrongful conduct of the Contractor or and Subcontractor. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee’s sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to



choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**REPLACE ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH H to read as follows:**

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:

(a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;

(1) Employer's liability insurance by accident, each accident  
\$1,000,000

(2) Employer's liability insurance by disease, policy limit  
\$1,000,000

(3) Employer's liability insurance by disease, each employee  
\$1,000,000

(b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;

(c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;

(d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.

(e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence

\$5,000,000 aggregate

2. Additional Insured Requirement:

(a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

(b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.

(c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

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

(a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;

(b) Certificates to contain the location and operations to which the insurance applies;

(c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;

(d) Certificates to contain Contractor's contractual liability insurance coverage;

(e) Certificates are to be **issued** to:

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

4. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

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

**REPLACE ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH I** to read as follows:

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

law or otherwise; that any provision of this Contract shall be construed against either party hereto.

**REPLACE ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH K** to read as follows:

- K. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

**REPLACE ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH N** to read as follows:

- N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor

or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

**REPLACE GENERAL CONDITIONS, PARAGRAPH P** to read as follows:

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

**INSERT A NEW ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH R** to read as follows:

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

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

**INSERT A NEW ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH S** to read as follows:

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

INSERT A NEW **ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH T** to read as follows:

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

INSERT A NEW **ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH U** to read as follows:

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

INSERT A NEW **ARTICLE IV. GENERAL CONDITIONS, PARAGRAPH V** to read as follows:

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

**If to the County:**

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

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

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

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

**If to the Contractor:**

[Contractor Information Here]

F. **TRANSFER OF FUNDS BETWEEN LINE ITEMS LIMITED TO WITHIN INDIVIDUAL TASKS.** Because the budgetary line items include labor estimates rather than fixed costs, the County acknowledges that funds may be transferred between line items within a particular Task at or near the completion of the Task to cover deficits with the approval of DeKalb's onsite Project Manager up to the value allocated to a particular Task included in Contract No. 07-901001.

G. **NO ADDITIONAL MODIFICATION.** All other terms and conditions of the Agreement remain unchanged and in full force and effect. The terms and conditions contained in this Amendment No. 5 shall govern over any inconsistent terms and conditions contained in the Agreement.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

DRAFT

**PARSONS WATER AND  
INFRASTRUCTURE, INC.**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTARY:**

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ **by Dir.**(SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
BARBARA SANDERS-NORWOOD, CCC  
Clerk of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_  
Date

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Director  
Department of Watershed Management

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

DRAFT

**CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_  
(hereinafter referred to as the "corporation"), a corporation organized and incorporated to do  
business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the  
corporation, duly authorized and directed \_\_\_\_\_, in his official  
capacity as \_\_\_\_\_ of the corporation, to enter into and execute  
the following described agreement with DeKalb County, a political subdivision of the State of  
Georgia:

**Amendment No. 5 to Contract No. 07-901001 Snapfinger and Pole Bridge  
Wastewater Treatment Plant Expansion**

That the foregoing Resolution of the Board of Directors has not been rescinded, modified,  
amended, or otherwise changed in any way since the adoption thereof, and is in full force and  
effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(CORPORATE SEAL)  
(Secretary)

																											Amendment 5			
Snapfinger Phase 2 - Amendment 5 Rev 5	PARSONS																				SafeMark			SL King MBE			JW Robinson MBE		Labor Total	Labor Total
	Principal In Charge	Project Manager	Safety Manager	QA/QC Manager	Project Controls Manager	Project Controls Eng	Subcontract Admin	Contract Admin	Task Manager	Task Manager III	Lead Eng II	Sr. Eng/ Architect	Eng/ Architect	Cadd II	Cadd I	Cost/ Schedule	Sr. Op. Spec.	Operations Spec. 2	Admin	Fire Protection & Security			Mechanical & Electrical			Vernell Barnes Architect		Hours	Cost	
																				Task Manager III	Sr. Eng/ Architect	Cadd I	Lead Engineer / Architect I	Sr. Eng/ Architect	Cadd I	Cadd I	Lead Engineer / Architect I			
<b>2018 Labor Cost</b>	\$251	\$176	\$163	\$163	\$182	\$125	\$91	\$155	\$180	\$180	\$145	\$131	\$95	\$108	\$86	\$168	\$169	\$108	\$61	\$180	\$131	\$84	\$163	\$131	\$86	\$84	\$163			
<b>0. Project Management</b>																														
<b>i. Administration</b>																														
Manage project services, respond and prepare correspondences to the County	-	960	60	60	-	110	-	110	-	-	-	-	300	-	-	-	-	-	110	-	-	-	-	-	-	-	-	1,710	\$ 254,530	
Subcontractor Administration	-	160	-	-	-	-	214	110	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	484	\$ 64,684		
<b>ii. Progress Reports</b>																														
Monthly Progress Reports (66 months, 8 hr/month)	-	220	-	-	-	40	40	-	-	-	-	-	116	-	-	-	-	-	112	-	-	-	-	-	-	-	-	528	\$ 65,212	
<b>Project Management Subtotal:</b>	-	1,340	60	60	-	150	254	220	-	-	-	416	-	-	-	-	-	222	-	-	-	-	-	-	-	-	2,722	\$ 384,426		
<b>5. Construction Phase</b>																														
<b>i. General Administration of Construction Contract</b>	-	100	-	-	-	240	-	240	-	135	80	315	265	-	-	-	-	-	-	-	-	-	50	50	50	-	-	1,525	\$ 206,068	
<b>ii. Pre-construction conference</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>iii. Schedules</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>iv. Baselines and Benchmarks</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>v. Visits to Site and Observation of Construction (234 visits)</b>	-	72	-	-	-	-	-	-	84	-	1,500	-	-	-	-	-	-	-	-	-	24	-	84	60	-	60	1,884	\$ 280,944		
<b>vi. Defective Work</b>	-	155	-	-	-	-	-	-	-	220	480	220	-	-	-	-	-	-	-	-	135	135	-	225	225	-	-	1,795	\$ 273,435	
<b>vii. Clarifications and Interpretations (420 RFIs, 6 hrs/RFI)</b>	-	115	-	-	-	-	-	-	585	550	270	-	-	-	-	-	-	-	-	-	30	40	-	415	395	-	120	2,520	\$ 413,280	
<b>viii. Change Orders and Work Change Directives</b>	-	96	-	20	-	-	-	-	-	125	280	125	125	-	-	-	-	-	20	20	20	-	105	105	-	90	1,131	\$ 164,486		
<b>ix. Shop Drawings and Samples (354 submittals, 14 hrs/submittal)</b>	-	90	-	-	-	-	-	-	910	630	416	50	555	-	-	-	-	-	-	75	40	-	1,065	610	-	515	4,956	\$ 768,825		
<b>x. Substitutes and "or-equal"</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>xi. Inspections and Tests</b>	-	10	4	-	-	-	-	-	-	22	30	22	-	-	-	-	-	-	-	6	-	-	24	8	-	16	142	\$ 22,252		
<b>xii. Disagreements between County and Contractor</b>	-	80	-	-	-	-	-	-	-	236	160	120	-	-	-	-	-	-	-	80	-	-	220	220	-	160	1,276	\$ 200,640		
<b>xiii. Applications for Payment</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>xiv. Contractor's Completion Documents</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>xv. Substantial Completion</b>	-	32	-	-	-	-	-	-	-	128	128	20	-	-	-	-	-	-	-	24	64	-	88	88	-	80	652	\$ 101,468		
<b>xvi. Final Notice of Acceptability of the Work</b>	-	13	-	-	-	-	-	-	-	38	38	-	-	-	-	-	-	-	-	19	19	-	38	38	-	24	227	\$ 35,631		
<b>xvii. Duration of Construction Phase</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>xviii. Limitation of Responsibilities</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>Construction Phase Subtotal:</b>	-	911	6	-	-	380	-	380	4,913	3,065	-	2,106	1,899	255	-	-	385	395	25	661	355	34	3,964	2,847	228	-	1,309	16,108	\$ 2,467,029	
<b>6. Post Construction Phase</b>																														
<b>i. Visit Project to Observe Defects in Work and Make Recommendations</b>	-	24	-	-	-	-	-	-	-	48	48	20	-	-	-	-	-	-	-	-	24	-	48	48	-	48	308	\$ 47,524		
<b>ii. Visit Project within One Month before End of Correction Period</b>	-	8	-	-	-	-	-	-	-	24	48	6	-	-	-	-	-	-	-	-	24	-	48	24	-	48	230	\$ 35,410		
<b>Post-Construction Services Subtotal:</b>	-	32	-	-	-	-	-	-	-	72	96	26	-	-	-	-	-	-	-	-	48	-	96	72	-	96	538	\$ 82,934		
<b>7. Additional Services</b>																														
<b>i. Record Drawings</b>	-	12	-	40	-	-	-	-	150	-	120	180	180	180	180	-	-	-	20	-	36	36	-	230	230	130	130	1,854	\$ 219,612	
<b>ii. Assistance to County in Training</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>iii. Assist County in developing procedures for O&amp;M and record keeping</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
<b>iv. Other Services performed by Engineer</b>																												\$ -		
<b>a. Construction Phase Meetings</b>																												\$ -		
<b>i. Monthly Project Progress Meetings during Construction</b>	-	110	-	-	-	-	-	-	24	120	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	278	\$ 48,760		
<b>ii. Weekly Coordination Meetings during Construction</b>	-	300	-	-	-	-	-	-	176	80	80	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	636	\$ 110,480		
<b>b. Assist with O&amp;M services for 27 months after post construction services.</b>	-	54	-	-	-	-	-	-	-	-	-	-	-	-	-	-	176	175	-	27	-	-	27	27	-	486	\$ 70,946			



Number	Location	Assumption
1	Article I	The services added under Amendment No. 5 are anticipated to be completed by <b>September 30, 2022.</b>
2	Article I	Engineering Service during Construction Phase are anticipated to be completed by <b>June 30, 2022.</b>
3	Article II	Cost included in Attachment A.2 are based on 2018 labor rates and the hours estimated to complete each task with escalation to the midpoint of services under this <b>amendment based on a 2.5 present annual escalation rate.</b>
4	Article II	Attachment A.3 assumes an annual escalation of 2.5 percent per year thereafter <b>through the completion of the project</b>
5	Article II	Maximum contract amount authorized by county for the services described in this Amendment No. 5 shall be based upon the total level-of-effort indicated in Attachment A.1
6	Article II	Once the authorized not-to-exceed ceiling under Amendment No. 5 has been met, Parsons will not be required to provide any additional services until a separate amendment has been issued increasing the schedule and funding for Parsons.
7	Task 0	Increases the level of effort Amendment No. 3 Task 0 for 29 months. The Construction Phase is expected to be completed by <b>June 30, 2022.</b>
8	Task 5	Extends Amendment No. 3 Task 5 for 27 months and is expected to be completed by <b>June 30, 2022.</b>
9	Task 5 ii.	Completed
10	Task 5 iii.	No Change in Scope.
11	Task 5 iv.	No Change in Scope.
12	Task 5 vii.	420 RFIs at 6 labor hours per review/response
13	Task 5 ix.	Cost included in Attachment A.1 accounts for review of 354 shop drawings/samples at an assumed review time of 14 labor hours per shop drawing per submittal review.
14	Task 5 x.	Completed
15	Task 5 xiii.	No Change in Scope.
16	Task 5 xiv.	No Change in Scope.
17	Task 5 xv.	Not included in this proposal.
18	Task 5 xvi.	Not included in this proposal.
19	Task 5 xix.	Provide one (1) full-time (40 hour/week) and one part-time (24 hours/week) on-site Engineering Specialist for a total of 18-months to support installation of major equipment. <b>Engineering Specialist Service is provided on a time and materials basis.</b>
20	Task 5 xx. a.	It is anticipated that four separate pre-start-up conferences may be required for <b>Headworks, BNR Aeration Basins, chemicals, and MBR basins.</b>
21	Task 5 xx. c.	The existing WWTP units that will be decommissioned after planned future improvements (e.g., the influent pump station and chlorine contact chamber) will not <b>be discussed in detail in this O&amp;M manual.</b>
22	Task 5 xx. d.	One-time Pre-Checkout facility walk
23	Task 5 xx. g.	One retest of each Unit Checkout and Functional Test will be provided as part of normal checkout. Additional retests will be considered additional and outside the <b>normal scope of work.</b>
24	Task 5 xx. i.	Funded for a maximum of 60 days
25	Task 5 xx. j.	One retest of each major system will be provided as part of normal checkout. Additional retest beyond one retest will be considered additional and outside the <b>normal scope of work.</b>
26	Task 6	Extends Amendment No. 3 Task 6 for 27 additional months.
27	Task 7	Extends Amendment No. 3 Task 7 for 27 additional months.
28	Task 6	No Change in Scope.

Assumptions

<b>Number</b>	<b>Location</b>	<b>Assumption</b>
29	Task 7	Extends Amendment No. 3 Task 7 for 27 additional months and is expected to be completed by June 30, 2022.
30	Task 8	Additional scope is expected to be completed by June 30, 2022.

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POSITION	2.5%		2.5%		2.5%		2.5%		2.5%	
	Billing Rate 2018	Billing Rate 2019 Proposed	Billing Rate 2020 Proposed	Billing Rate 2021 Proposed	Billing Rate 2022 Proposed	Billing Rate 2023 Proposed	Billing Rate 2024 Proposed	Billing Rate 2025 Proposed		
Principal-In-Charge	\$251	\$257	\$264	\$270	\$277	\$284	\$291	\$298		
Project Manager	\$176	\$180	\$185	\$190	\$194	\$199	\$204	\$209		
Technical Director	\$245	\$251	\$257	\$264	\$270	\$277	\$284	\$291		
Safety Manager	\$163	\$167	\$171	\$176	\$180	\$184	\$189	\$194		
QA/QC Manager	\$163	\$167	\$171	\$176	\$180	\$184	\$189	\$194		
Regulatory Compliance	\$178	\$182	\$187	\$192	\$196	\$201	\$206	\$212		
Project Controls Manager	\$182	\$187	\$191	\$196	\$201	\$206	\$211	\$216		
Project Controls Engineer	\$125	\$128	\$131	\$135	\$138	\$141	\$145	\$149		
Subcontract Administrator	\$91	\$93	\$96	\$98	\$100	\$103	\$106	\$108		
Contract Administrator	\$155	\$159	\$163	\$167	\$171	\$175	\$180	\$184		
Task Manager	\$180	\$185	\$189	\$194	\$199	\$204	\$209	\$214		
Task Manager II	\$202	\$207	\$212	\$218	\$223	\$229	\$234	\$240		
Task Manager III	\$180	\$185	\$189	\$194	\$199	\$204	\$209	\$214		
Lead Engineer I	\$163	\$167	\$171	\$176	\$180	\$184	\$189	\$194		
Lead Engineer II	\$145	\$149	\$152	\$156	\$160	\$164	\$168	\$172		
Sr. Engineer/Architect	\$131	\$134	\$138	\$141	\$145	\$148	\$152	\$156		
Project Engineer/Architect	\$129	\$132	\$136	\$139	\$142	\$146	\$150	\$153		
Engineer/Architect	\$95	\$97	\$100	\$102	\$105	\$107	\$110	\$113		
Cadd II	\$108	\$111	\$113	\$116	\$119	\$122	\$125	\$128		
Cadd I	\$86	\$88	\$90	\$93	\$95	\$97	\$100	\$102		
Survey Tech	\$69	\$71	\$72	\$74	\$76	\$78	\$80	\$82		
Registered Land Surveyor	\$152	\$156	\$160	\$164	\$168	\$172	\$176	\$181		
2-Man Survey Crew	\$145	\$149	\$152	\$156	\$160	\$164	\$168	\$172		
3-Man Survey Crew	\$152	\$156	\$160	\$164	\$168	\$172	\$176	\$181		
Cost/Schedule	\$168	\$172	\$177	\$181	\$185	\$190	\$195	\$200		
Planner	\$130	\$133	\$137	\$140	\$143	\$147	\$151	\$155		
Sr. Construction Manager (Field Engineer)	\$162	\$166	\$170	\$174	\$179	\$183	\$188	\$193		
Construction Manager (Field Engineer)	\$142	\$146	\$149	\$153	\$157	\$161	\$165	\$169		
Construction Manager - II	\$84	\$86	\$88	\$90	\$93	\$95	\$97	\$100		
Senior Inspector	\$108	\$111	\$113	\$116	\$119	\$122	\$125	\$128		
Civil/Structural Inspector	\$90	\$92	\$95	\$97	\$99	\$102	\$104	\$107		
Electrical/Mech Inspector	\$108	\$111	\$113	\$116	\$119	\$122	\$125	\$128		
Sr. Operations Spec.	\$169	\$173	\$178	\$182	\$187	\$191	\$196	\$201		
Operations Spec - 2	\$108	\$111	\$113	\$116	\$119	\$122	\$125	\$128		
Admin	\$61	\$63	\$64	\$66	\$67	\$69	\$71	\$73		

(3) Escalated billing rates based on a 2.5% annual rate increase.