

STATE OF GEORGIA
COUNTY OF DEKALB

CHANGE ORDER NO. 2
TO
CONTRACT NO. 14-902800

THIS AMENDMENT, effective as of June 1, 2018, is made by and between **DeKalb County**, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and **CH2M Hill Engineers, Inc.**, a corporation organized and existing under the laws of the State of Delaware, with offices in Fulton County, Georgia (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, County and Contractor have previously entered into a certain Contract dated April 7, 2014, (**DeKalb County Contract No. 14-902800**), as amended by Change Order No. 1 approved by the DeKalb Governing Authority on August 8, 2017, Change Order No. 1A approved by the DeKalb County Governing Authority on December 12, 2017 and Change Order No. 1B approved by the DeKalb County Governing Authority on April 24, 2018 (as amended, the “Agreement” or “Contract”) entitled **Consent Decree Program Management Services** (hereinafter referred to as the “Project”); and,

WHEREAS, the County and Contractor desire to amend said contract to revise the scope of work to reflect modifications to the Project since the execution of the Agreement, extend the contract time to June 30, 2020, extend the contract’s term until December 31, 2021, add additional funding in an amount not to exceed Eleven Million Three Hundred Sixty-Three Thousand Six Hundred and Thirty-Three Dollars and Zero Cents (\$11,363,633.00); amend Article V. General Conditions, G. Indemnification Agreement, H. Insurance, O. First Source Jobs Ordinance and add V. Right to Audit; and,

WHEREAS, the DeKalb County Governing Authority adopted and approved the terms of this Change Order No. 2 on _____; and,

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 CONTRACT IS HEREBY AMENDED AS FOLLOWS:

- A. ARTICLE I. CONTRACT TIME, DELETE ARTICLE I. CONTRACT TIME**

in its entirety, **INSERT A NEW ARTICLE I. CONTRACT TIME** as follows:

The Contractor shall commence the work under this Agreement on April 7, 2014 (“execution date”). Contractor shall fully complete the Work by June 30, 2020. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Governing Authority or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract.

B. ARTICLE II. CONTRACT TERM, DELETE ARTICLE II. CONTRACT TERM in its entirety, **INSERT A NEW ARTICLE II. CONTRACT TERM** as follows:

The Contract shall commence immediately upon execution. As required by O.C.G.A. § 36-60-13, this contract shall (i) terminate without further obligation on the part of the County on each December 31st, as required by O.C.G.A. 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals on December 31, 2021, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

C. ARTICLE III. PAYMENT, DELETE ARTICLE III. PAYMENT in its entirety, **INSERT A NEW ARTICLE III. PAYMENT** as follows:

As full payment for the faithful performance of this Contract, the County shall pay the Contractor the Contract Price, which is an amount not to exceed Thirty Two Million Four Hundred Seventy-Nine Thousand Six Hundred Fourteen Dollars and Zero Cents (\$32,479,614.00), unless changed by written Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor for work performed from April 2014 through April 2017 shall comply with and not exceed Attachment A to the Contract, the Contractor’s Cost Proposal, consisting of five (5) pages attached thereto and incorporated therein. Amounts paid to the Contractor for work performed from May 2017 through August 31, 2017 shall comply with and not exceed Attachment A to Change Order No. 1, consisting of two (2) pages attached thereto and incorporated therein. Amounts paid to the Contractor for work performed from September 1, 2017 through February 28, 2018 shall comply with and not exceed Attachment A to Change Order No. 1A, consisting of five (5) pages attached thereto and incorporated therein. Amounts paid to the Contractor for work performed from March 1, 2018

through May 31, 2018 shall comply with and not exceed Attachment A to Change Order No. 1B, consisting of three (3) pages attached thereto and incorporated therein. Amounts paid to the Contractor for work performed from June 1, 2018 through June 30, 2020 shall comply with and not exceed Attachment A to this Change Order No. 2, the Contractor's Cost Proposal for June 2018 through June 2020, consisting of three (3) pages attached hereto and incorporated herein.

Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

Attention: Antoinette Fox-Lewis
Department of Watershed Management
1580 Roadhaven Drive
Stone Mountain, Georgia 30083

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at 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

The Contract Price of an amount not to exceed Thirty Two Million Four Hundred Seventy-Nine Thousand Six Hundred Fourteen Dollars and Zero Cents (\$32,479,614.00) includes full and final payment in the total amount of \$1,913,967.00 for the following out of scope tasks performed during the time period of April 2014 through and including April 2017:

- Management of Inspection Staff for PASARP assessment work (2/8/2016 – 10/28/2016) - \$175,775.00
- Review and Analysis of Service Requests Related to SSO reporting (3/24/2016 – 1/16/2017) - \$140,531.00
- Provide Technical Services and Program Management of Design Build Gravity Collection System Projects (3/25/2016 – 4/28/2017) - \$118,653
- Cityworks Implementation Phase I (4/1/2016 – 12/31/2016) - \$701,445.00
- Rehab Packaging of Design Build Contracts (9/1/2016 – 4/28/2017) - \$222,777.00
- Provide Inspection Services to Supplement DWM Inspection Staff (9/19/2016 – 4/28/2017) - \$185,808.00

- Provide Support to DWM regarding Private I/I Program (10/1/2016 – 4/28/2017) - \$37,508.00
- Additional Modeling Services to Support DWM (10/7/2016 – 4/28/2016) - \$255,447.00
- Additional Cityworks Services (1/1/2017 – 4/28/2017) - \$76,023.00

The Contract Price of an amount not to exceed Thirty Two Million Four Hundred Seventy-Nine Thousand Six Hundred Fourteen Dollars and Zero Cents (\$32,479,614.00) is full and final payment for all Consent Decree Program Management Services through and including June 30, 2020. The Contract Price includes, as described above, full and final payment for out of scope tasks performed during the time period of April 2014 through and including April 2017.

No additional compensation shall be made for any other work alleged to be out of scope performed prior to June 1, 2018, the effective date of this Change Order No. 2.

D. ARTICLE IV. SCOPE OF WORK, DELETE ARTICLE IV. SCOPE OF WORK in its entirety, **INSERT A NEW ARTICLE IV. STATEMENT OF WORK** as follows:

The Contractor agrees to provide all consent decree program management services in accordance with the County's Request for Proposals (RFP) No. 13-500270 for Consent Decree Program Management Services, attached to the Contract as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached to the Contract as Appendix II and incorporated herein by reference. The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. For the purposes of this statement of work, the term "DWM" shall mean county employees designated by the chief executive officer, the executive assistant, the deputy chief operating officer for infrastructure or Director, Department of Watershed Management to handle, supervise, or review the tasks set forth in this statement of work.

1. The Contractor shall perform the following Tasks:
 - a. Task 1 – Program Development and Management
 - i. Provide full-time management of the CD program, including all personnel included in the staffing plan not dedicated to Task activities.
 - ii. Develop specific and measurable goals for the development and execution of the program to ensure successful accomplishments of the CD requirements and milestones. (completed before execution of CO #1)

- iii. Develop and implement a 90-day mobilization plan that identifies staffing, computer systems and other support services, early task deliverables, and other activities necessary to assure that any early CD milestones are achieved. (completed before execution of CO #1)
 - iv. Develop and implement a system that tracks and reports budget, schedule and costs against progress for the program management contract tasks identified herein. (completed before execution of CO #1)
 - v. Immediately begin developing a knowledge transfer plan that identifies the methods (on-the-job transfer of knowledge, informal and formal training) for transferring knowledge of the program task activities from Proposer staff to DWM staff. (completed before execution of CO #1)
 - 1) DWM shall review and approve the knowledge transfer plan within thirty (30) days, the knowledge transfer plans and schedule for implementation will be provided to DWM.
 - vi. Implement the knowledge transfer plan developed pursuant to Task 1, subpart v.
 - vii. Schedule, plan and conduct and/or attend all Consent Decree Program Management Team (CDPMT) project status and other meetings
 - viii. Meet with DWM staff for monthly progress updates on CD program efforts
 - ix. Attend BOC meetings and other public meetings, regarding and related to the Consent Decree (CD), when and as requested by the DWM
 - x. Coordinate LSBE partner and other subcontractor activities, including periodic principal briefings
 - xi. Provide other support, review, and oversight as required, of other issues that arise and are requested by the DWM throughout the duration of the program, such as rehabilitation program management services, including additional program management support for numerous Design/Build (D/B) construction contracts (Phase 1: 60% design and guaranteed maximum price development only) for recommended sewer rehabilitation
- b. Task 2 – CD Budget, Schedule and Cost
- i. Develop and implement, using commercial software, a system to comprehensively track and report budget, schedule and costs at the CD task and project level, rolled up to the program level.
 - ii. Track and report all interim and final CD milestone dates, as identified within the CD document, CMOM plans, or other reports and information as may be developed in the future.
 - iii. Reports shall be developed on a monthly basis, with transfer of data as necessary to the future CIP Program Management system. System features shall include but not limited to:
 - 1) Integrated master schedule;
 - 2) Baseline schedule and budget;
 - 3) Schedule and cost updates;
 - 4) Identification of schedule and cost variances;
 - 5) Forecasted schedule and cost thru completion;
 - 6) Evaluation and mitigation of schedule and cost variances;
 - 7) Work Breakdown Structures (WBS) and Critical Path Method (CPM);

- 8) Detailed reporting features, with rollup to program level; and
 - 9) "Dashboard" type reporting capabilities to facilitate management reviews.
 - iv. The County does not require a particular software system. The County desires a cost-effective approach, considering the cost of software, licenses, and staffing to effectively manage the system. Cost-effectiveness will be inherently identified within the Proposer's cost proposal.
 - v. Update program Master Schedule on a regular, monthly basis, by reviewing work accomplished, deadlines and milestones with Task Leads, and produce final program Master Schedule update for distribution to DWM and CDPMT. Provide immediate written notice of deadlines, milestones, etc. which impact compliance with the Consent Decree.
 - vi. Review all backup documents for CDPMT invoice packages on a regular, monthly basis, provide a summary report and respond to any DWM questions or inquiries.
 - vii. With DWM approval, issue new Subcontractor task orders when required; administer and maintain records and timesheets for Subcontractors, and track Subcontractor spending, payment and outstanding contract balances.
- c. Task 3 – CD Reporting
- i. For Annual and Semi-Annual Reports required by the CD, develop draft reports by working with CD Leads (both CDPMT and DWM), for submittal to DWM. Reports will then be finalized by the County's Executive Assistant/Chief Operating Officer, or as authorized by the Chief Executive Officer in writing, and submitted to EPA accordingly.
 - ii. Utilize program Master Schedule, in an abbreviated form showing activities from the last six-month period and also for the next six-month period, to serve as the basis of the Semi-Annual Report, thus reducing the volume of text developed for previous Semi-Annual Reports before the Master Schedule could be utilized for this purpose.
 - iii. Utilize the business intelligence (BI) software adopted for use by the DWM for development of the Annual Report Trends Analysis of SSOs.
 - iv. Provide support for DWM review and work plan developments of EPA-identified complaints related to sanitary sewer overflows (SSOs).
 - v. Assist in the development of the SSO trend analysis report for EPA.
 - vi. Provide technical support for EPA presentations and for DWM responses to requests for information from EPA.
- d. Task 4 – CMOM Programs – Implementation of Projects

Directly manage the implementation of the following CMOM programs, associated with implementing projects within the collection system:

- i. Sewer Mapping Program –The Contractor shall manage the sewer mapping contracts from the beginning of the CD Program Management contract to completion of mapping contracts. (completed before execution of CO #1)

- Provide GIS update assistance as requested by DWM
- ii. System Wide Flow and Rainfall Monitoring Program – The Contractor shall be fully responsible for managing the rainfall and flow monitoring program as necessary to assure adequate data is collected and analyzed by the County; Contractor will conduct monthly reviews of the flow monitoring data and review the monthly flow meter reports prepared by the County; Contractor will subsequently process the flow and rainfall data to develop input for the computer-based dynamic hydraulic model of the sewer system (see Section 4.iii System Wide Hydraulic Modeling Program below); to support assessment of available capacity within the sewer system; to prioritize sanitary sewers for inspection, repair, rehabilitation or replacement; and to assure full compliance with the Consent Decree. The Contractor is responsible for making changes to the flow monitoring program based on hydraulic modeling needs and System-Wide Flow and Rainfall Monitoring Program. Any contracts associated with flow monitoring will be separately procured by the County, but managed by the Contractor.
- Provide flow monitoring field services to supplement DWM flow monitoring staff including: flow meter site investigation, flow meter installation, maintenance of flow meters after installation and removal of flow meters.
- iii. System Wide Hydraulic Modeling Program – The Contractor shall be directly responsible for completing the system wide hydraulic model, using the Infoworks software (required by Consent Decree) in full compliance with the requirements and schedule contained within the Consent Decree submittal approved by EPA/EPD. (Preliminary hydraulic model was submitted before execution of CO#2, Contractor shall continue to provide services associated with subparts included in Task 4iii). The overarching requirement for development of a system wide hydraulic model is compliance with the Consent Decree and the relevant program documents submitted thereunder. The following is a list of required steps as known at this time to reach such compliance, but is not intended to be exhaustive. The Contractor shall be responsible for working with the County to identify additional steps necessary to ensure all CD and program requirements are satisfied.
- Meet regularly with DWM modeler for the purpose of communicating updates by each party to the model and/or the information related to the model, and to discuss and resolve any other issues and questions
 - Update the existing hydraulic models on a quarterly basis in 2018 based on available GIS updates from the County.
 - Conduct additional model runs under different scenarios as requested and required by DWM for particular areas of interest and as required for coordination of ongoing CIP projects
 - Conduct additional model runs for the gravity collection system debottlenecking projects based on changes to the GIS

- Capacity upsizing of gravity sewer collection system pipelines within OSARP and PASARP as required by the CD and relevant program documents.
- Plan and develop a computer-based dynamic wet weather and dry weather hydraulic model, based on updated flow monitoring data and GIS updates. Hydraulic models shall be developed through capacity assessment for each sewershed or basin, as appropriate. The County will make a determination as to when dynamic hydraulic modeling will begin.

iv. PASARP and OSARP Assessment Projects

- Provide project management, implementation and contract administration duties related to field activity, submittals, financials and schedules of PASARP assessment contracts, with areas defined as PASARP within the CD (completed before execution of CO#2)
- Also develop SSO Escalation and EPA-identified project limits and associated work assignments
- Track and update progress of these projects on a regular basis, and make work assignments as appropriate for additional projects that arise, through coordination with existing PASARP and/or OSARP contracts as possible
- Provide project management, implementation and contract administration duties related to field activity, submittals, financials and schedules of OSARP assessment contracts for the following contracts:
 - OSARP CCTV and Manhole Condition Assessment
 - Capacity Restoration of OSARP Areas
 - PASARP Capacity Restoration projects
 - PASARP contracts for assessment in OSARP areas

v. Assisting with Infiltration and Inflow Program

- Provide DWM with assessment databases that provide the smoke defect data and pictures
- Provide training on the mobile map application that is used to review the smoke assessment data
- Assist DWM with resolving incorrect addresses for identified smoke defects
- Provide technical support for the infiltration and inflow program as requested by DWM

vi. Rehabilitation Packaging

- Develop recommended rehabilitation projects resulting from collected PASARP and OSARP data and information, and assemble rehabilitation packages for implementation, including SSO Escalation and EPA-identified projects as appropriate, for implementation through D/B contracts

vii. Continuing Sewer Assessment and Rehab Program –

The Contractor shall be fully responsible for developing and implementing a program to conduct a comprehensive and thorough evaluation of the sanitary sewer system. The program should specify various equipment and techniques to detect sewer pipe defects, blockages and capacity problems. This program must be in full compliance with the requirements of the Consent Decree to address priority areas. The Contractor will perform work associated with assessing the results of the cleaning and inspection activities. The contractor will develop the scope for all sewer cleaning, manhole inspection, smoke tests, dye tests, closed circuit TV (CCTV), flow monitoring, rain monitoring, sewer rehabilitation, manhole rehabilitation and other contracts as may be required. Such contracts will be separately procured by the County, but managed by the Contractor.

viii. Supplemental Environmental Project –

- DWM is in the process of completing the scope for this project with the assistance from a contractor and is preparing to issue an ITB to implement the work. The Contractor is not responsible for managing this contract. (Completed before execution of C.O. #2).

ix. Capacity Request Program –

- Provide Technical and support services regarding development and implementation of the Capacity Request Program
 - e. Task 5 – CMOM Programs – Implementation of O&M Activities

i. DWM, has and will continue to be responsible for implementing the CMOM programs associated with the operation and maintenance of the collection system, and other associated non-capital improvements. The Contractor shall provide three (3) full time equivalents (FTE) engineering staff to assist DWM with continued development and implementation of the following CMOM programs:

- Contingency and Emergency Response Plan;
- Fats, Oil and Grease Management;
- Maintenance Management System;
- Collection and Transmission Systems Training Plan;
- Infrastructure Acquisition Program; and
- Financial Analysis Program.

(Completed before execution of CO #1. Contractor may assist the Department of Watershed Management with continued development and implementation. Any work associated performed pursuant to Task 5i shall be billed under Task 12.)

ii. Maintenance Management System (MMS) Program

- Provide services as requested and required by DWM and includes the following activities:
 - Database management of the assessment data and media collected from the PASARP and OSARP programs

- Assist with the transfer of the assessment data and media files collected during the PASARP and OSARP contracts to DWM's new Computerized Maintenance Management System (CMMS) referred to as CityWorks.
- Develop reporting dashboards for the assessment data using Business Intelligent software

iii. Cityworks CMMS Implementation

- Phase 1 was completed in December 2016 and met or exceeded Consent Decree deadlines. This phase included the implementation of Cityworks for wastewater collection, water distribution, large water meters, and customer support. At the County's request, Phase 1 included hosting the Cityworks application in the cloud. As presently configured, Cityworks uses a copy of the County's GIS data rather than a live connection because at the time of implementation the County lacked the required infrastructure to support the required number of users.
- Phase 2 of CMMS implementation will deepen DWM's internal support of Cityworks and extend the use of Cityworks to other areas including backflow preventer inspections, FOG inspections, water meters (excluding integration with water billing software), capacity request tracking, flow monitoring, and construction inspection. Phase 2 also covers the transition of responsibility for the cloud hosting solution to the County, linking the County's live GIS to Cityworks (instead of a copy), additional training for County staff, additional Consent Decree KPI reports, and ongoing support. Transition to the County shall be completed ninety (90) days prior to the expiration date of the contract.

f. Task 6 – Document Management

Contractor shall procure and implement a commercial off-the-shelf (COTS) electronic document management system (EDMS) to capture all documents and records required for the CD program in a central repository for retrieval and viewing, and shall meet the specific requirements of the Consent Decree. The system shall capture all documents and records at the program, task and project level. DWM has an installed system (SharePoint) which is available to the Contractor, but not required to be used. Maintain Microsoft Access database for incoming and outgoing documents.

g. Task 7 – Risk Management

The Contractor has developed a formal risk management plan to identify, assess, monitor, track, respond to and mitigate risks at the CD program, task and project level. The Contractor shall directly implement the plan at the CD program and task level and manage the plan at the project level. The risk management program will continue through the life of the CD program.

h. Task 8 – Quality Control

The Contractor shall develop a formal quality control (management) plan to assure quality deliverables at the CD program, task and project level and shall directly

implement the plan at the CD program and task level and manage the plan at the project level.

i. Task 9 – Real Estate Acquisition and Permitting

i. Project design consultants are responsible for preparing all necessary information for real estate and easement acquisitions, with the actual acquisition activities being performed by the County. The flow monitoring, cleaning, inspection and rehabilitation of the sewer system for the CD program will require services in excess of the County's capacity to perform, and in many cases there will not be a design consultant associated with the activity. The Contractor will provide real estate acquisition services for the CD program including an evaluation of the current process for acquisitions and provide recommendations for process improvements.

ii. Project design consultants are responsible for securing all necessary environmental and other associated permits for a given project. The Contractor shall develop a formal plan to:

- Identify all necessary environmental and other associated permits for the CD program;
- Develop procedures for securing all necessary environmental and other associated permits for the CD program; and
- Manage and execute the plan, except when design consultants are available to implement at the project level.

iii. Any on-going support after execution of CO #1 shall be billed under Task 11.

j. Task 10 – Community Outreach and Public Relations

The Contractor shall develop and implement a community outreach and public relations program to educate internal and external stakeholders on the requirements, goals, schedule, costs, progress, and merits and benefits of the CD program. Contractor shall respond to internal and external stakeholder and media inquiries and requests for public information. All said responses shall be coordinated with and approved by DWM. (completed before execution of CO #1)

k. Task 11— Consent Decree Projects Technical Services

i. Technical Services for CD-Related Design Build Contracts

DWM intends to provide Construction Management services through other contracts for consent decree (CD)-related D/B Construction projects. CH2M will provide technical services as requested and program management of the D/B contracts required by DWM to meet CD goals which include the following:

- Implement PASARP prioritized rehabilitation measures by June 2020
- Track and inventory ongoing and completed PASARP rehabilitation projects

- Integrate select capacity assurance upsizing projects with PASARP rehabilitation projects to maximize SSO reduction potential

As CH2M developed the technical requirements for the D/B bid packages, CH2M to provide the following technical services—based upon this specific technical knowledge—that may include but not limited to the items listed below. CH2M will provide technical services during Phase 1 (60% Design and Guaranteed Maximum Price Development) of the D/B contracts only. DWM will provide management of the D/B contracts during Phase 2 (Final design and Construction) of the D/B contracts through other contracts.

ii. Technical Development of Needed Services

- Provide technical information for RFP document preparation
- Provide technical information in the pre-proposal meetings for the Design Build RFPs
- Prepare responses to technical questions on requests for information regarding the RFP
- Assist in review of proposals from design-build firms and partnerships

iii. Design Support

- Support of design review and review meetings
- Assistance with technical design Issues
- Progress meetings
- Review of progressive construction estimates
- Review pay applications

iv. Construction Phase Support

1. Assist with technical details for responses to Requests for Information (RFI)

1. Task 12 — Additional Services

- i. This task is intended to provide services for work not anticipated at this time, but requested and required by DWM for needs related to CD compliance throughout the term of this contract. This could include but is not limited to services in the following areas:

- Emergency Response Services Related to CERP
 - Develop and regularly update one-page work plans for SSO Escalation and EPA-identified projects resulting from assessments previously described, through resolution.
- SSO Escalation Projects
 - Attend monthly DWM SSO meetings and provide support for development of rehabilitation project definition and implementation.
- PASARP Fieldwork Inspection

- Provide inspection of PASARP fieldwork activities in support of CDPMT needs.
- Other Professional Services
 - Other professional services related to CD compliance and reporting not previously covered.

From the date of execution of Change Order No. 2 forward, the standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors or consultants performing the same or similar Services at the time said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County.

E. ARTICLE V. GENERAL CONDITIONS, G. Indemnification Agreement. ADD the following to Article V, G:

As to third party claims arising out of certifications approved by Contractor for individual projects only ("certifications"), except for claims asserted by state or federal agencies, Contractor's liability to the County will not, in the aggregate, exceed \$5,000,000.00.

For certifications only, the County is responsible for its decisions and the Contractor is responsible for its decisions.

F. ARTICLE V. GENERAL CONDITIONS, H. Insurance. DELETE ARTICLE V. GENERAL CONDITIONS, H. Insurance in its entirety, INSERT A NEW ARTICLE V. GENERAL CONDITIONS, H. Insurance. 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 of at least \$1,000,000, or proof that Contractor is not required to provide such coverage under State law;
- (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 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) DeKalb 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 and professional errors and omissions, 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 Errors and Omissions coverage.
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 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.

G. ARTICLE V. GENERAL CONDITIONS, O. First Source Jobs Ordinance and Preferred Employees. DELETE ARTICLE V. GENERAL CONDITIONS, O. First Source Jobs Ordinance and Preferred Employees in its entirety, INSERT A NEW ARTICLE V. GENERAL CONDITIONS, O. First Source Jobs Ordinance as follows:

O. First Source Jobs Ordinance. The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. The First Source Registry has Employees trained by U.S. Department of Labor registered apprenticeship

programs and other partners. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

H. ARTICLE V. GENERAL CONDITIONS. ADD the following:

W. **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.

II. **NO ADDITIONAL MODIFICATION.** All other terms and conditions of the Contract remain unchanged and in full force and effect, including all other terms contained in Article V, G. Indemnification Agreement. The terms and conditions contained in this Change Order No. 2 shall govern over any inconsistent terms and conditions contained in the Agreement.

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.

[SIGNATURES ON FOLLOWING PAGE]

CH2M HILL ENGINEERS, INC.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)

_____ by Dir. (SEAL)

Signature

MICHAEL L. THURMOND

Chief Executive Officer

Name (Typed or Printed)

Title

Date

Date

ATTEST:

ATTEST:

Signature

BARBARA SANDERS-NORWOOD, CCC

Clerk of the Chief Executive Officer

And Board of Commissioners of

DeKalb County, Georgia

Name (Typed or Printed)

Title

Date

Date

NOTARY:

Subscribed and Sworn before me on this the

_____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires:

APPROVED AS TO SUBSTANCE:

Department

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

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:

Change Order No. 2 to Contract # 14-902800 Consent Decree Program Management

Services

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)

This _____ day of _____ 20__.

Red-lined version of C.O. #2

STATE OF GEORGIA
COUNTY OF DEKALB

CHANGE ORDER NO. 2
TO
CONTRACT NO. 14-902800

THIS AMENDMENT, effective as of ~~March~~June 1, 2018, is made by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and CH2M Hill Engineers, Inc., a corporation organized and existing under the laws of the State of Delaware, with offices in Fulton County, Georgia (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, County and Contractor have previously entered into a certain Contract dated April 7, 2014, (DeKalb County Contract No. 14-902800), as amended by Change Order No. 1 approved by the DeKalb Governing Authority on August 8, 2017 ~~and~~, Change Order No. 1A approved by the DeKalb County Governing Authority on December 12, 2017 ~~and~~ Change Order No. 1B approved by the DeKalb County Governing Authority on April 24, 2018 (as amended, the "Agreement" or "Contract") entitled Consent Decree Program Management Services (hereinafter referred to as the "Project"); and,

WHEREAS, the County and Contractor desire to amend said contract to revise the scope of work to reflect modifications to the Project since the execution of the Agreement, extend the contract time to June 30, 2020, extend the contract's term until December 31, 2021, add additional funding in an amount not to exceed ~~Thirteen~~Eleven Million ~~Four~~Three Hundred ~~Forty-Nine~~Sixty-Three Thousand ~~Seven~~Six Hundred and ~~Thirteen~~Thirty-Three Dollars and Zero Cents (\$~~13,449,713~~11,363,633.00); amend Article V. General Conditions, G. Indemnification Agreement, H. Insurance, O. First Source Jobs Ordinance and add V. Right to Audit; and,

WHEREAS, the DeKalb County Governing Authority adopted and approved the terms of this Change Order No. 2 on _____; and,

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 CONTRACT IS HEREBY AMENDED AS FOLLOWS:

A. **ARTICLE I. CONTRACT TIME, DELETE ARTICLE I. CONTRACT TIME**

in its entirety, **INSERT A NEW ARTICLE I. CONTRACT TIME** as follows:

The Contractor shall commence the work under this Agreement on April 7, 2014 ("execution date"). Contractor shall fully complete the Work by June 30, 2020. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Governing Authority or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract.

B. ARTICLE II. CONTRACT TERM, DELETE ARTICLE II. CONTRACT TERM in its entirety, **INSERT A NEW ARTICLE II. CONTRACT TERM** as follows:

The Contract shall commence immediately upon execution. As required by O.C.G.A. § 36-60-13, this contract shall (i) terminate without further obligation on the part of the County on each December 31st, as required by O.C.G.A. 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals on December 31, 2021, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

C. ARTICLE III. PAYMENT, DELETE ARTICLE III. PAYMENT in its entirety, **INSERT A NEW ARTICLE III. PAYMENT** as follows:

As full payment for the faithful performance of this Contract, the County shall pay the Contractor the Contract Price, which is an amount not to exceed Thirty Two Million ~~Six~~Four Hundred Seventy-~~Eight~~Nine Thousand ~~Eight~~Six Hundred ~~Forty~~Six~~Fourteen Dollars and Zero Cents (\$32,~~678,846~~479,614.00), unless changed by written Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor for work performed from April 2014 through April 2017 shall comply with and not exceed Attachment A to the Contract, the Contractor's Cost Proposal, consisting of five (5) pages attached thereto and incorporated therein. Amounts paid to the Contractor for work performed from May 2017 through August 31, 2017 shall comply with and not exceed Attachment A to Change Order No. 1, consisting of two (2) pages attached thereto and incorporated therein. Amounts paid to the Contractor for work performed from September 1, 2017 through February 28, 2018 shall comply with and not exceed Attachment A to Change Order No. 1A, consisting of five (5) pages attached thereto and incorporated therein. Amounts paid to the Contractor for work performed from~~

Change Order No. 2 to Contract No. 14-902800
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March 1, 2018 through ~~May 31, 2018~~ shall comply with and not exceed Attachment A to ~~Change Order No. 1B, consisting of three (3) pages attached thereto and incorporated therein.~~ Amounts paid to the Contractor for work performed from June 1, 2018 through June 30, 2020 shall comply with and not exceed Attachment A to this Change Order No. 2, the Contractor's ~~CH2M~~ Cost Proposal for ~~March~~ June 2018 through June 2020, consisting of three (3) pages attached hereto and incorporated herein.

Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

Attention: Antoinette Fox-Lewis
Department of Watershed Management
1580 Roadhaven Drive
Stone Mountain, Georgia 30083

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at 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

The Contract Price of an amount not to exceed Thirty Two Million ~~Six~~Four Hundred ~~Seventy-Eight~~Nine Thousand ~~Eight~~Six Hundred ~~Forty-Six~~Fourteen Dollars and Zero Cents (~~\$32,678,846~~479,614.00) includes full and final payment in the total amount of \$1,913,967.00 for the following out of scope tasks performed during the time period of April 2014 through and including April 2017:

- Management of Inspection Staff for PASARP assessment work (2/8/2016 – 10/28/2016) - \$175,775.00
- Review and Analysis of Service Requests Related to SSO reporting (3/24/2016 – 1/16/2017) - \$140,531.00
- Provide Technical Services and Program Management of Design Build Gravity Collection System Projects (3/25/2016 – 4/28/2017) - \$118,653
- Cityworks Implementation Phase I (4/1/2016 – 12/31/2016) - \$701,445.00
- Rehab Packaging of Design Build Contracts (9/1/2016 – 4/28/2017) - \$222,777.00

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- Provide Inspection Services to Supplement DWM Inspection Staff (9/19/2016 – 4/28/2017) - \$185,808.00
- Provide Support to DWM regarding Private I/I Program (10/1/2016 – 4/28/2017) - \$37,508.00
- Additional Modeling Services to Support DWM (10/7/2016 – 4/28/2016) - \$255,447.00
- Additional Cityworks Services (1/1/2017 – 4/28/2017) - \$76,023.00

The Contract Price of an amount not to exceed Thirty Two Million ~~Six~~Four Hundred Seventy-~~Eight~~Nine Thousand ~~Eight~~Six Hundred ~~Forty-Six~~Fourteen Dollars and Zero Cents (\$32,678,846~~479,614~~.00) is full and final payment for all Consent Decree Program Management Services through and including June 30, 2020. The Contract Price includes, as described above, full and final payment for out of scope tasks performed during the time period of April 2014 through and including April 2017.

No additional compensation shall be made for any other work alleged to be out of scope performed prior to ~~March~~June 1, 2018, the effective date of this Change Order No. 2.

D. ARTICLE IV. SCOPE OF WORK, DELETE ARTICLE IV. SCOPE OF WORK in its entirety, **INSERT A NEW ARTICLE IV. STATEMENT OF WORK** as follows:

The Contractor agrees to provide all consent decree program management services in accordance with the County's Request for Proposals (RFP) No. 13-500270 for Consent Decree Program Management Services, attached to the Contract as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached to the Contract as Appendix II and incorporated herein by reference. The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. For the purposes of this statement of work, the term "DWM" shall mean county employees designated by the chief executive officer, the executive assistant, the deputy chief operating officer for infrastructure or Director, Department of Watershed Management to handle, supervise, or review the tasks set forth in this statement of work.

1. The Contractor shall perform the following Tasks:
 - a. Task 1 – Program Development and Management
 - i. Provide full-time management of the CD program, including all personnel included in the staffing plan not dedicated to Task activities.

- ii. Develop specific and measurable goals for the development and execution of the program to ensure successful accomplishments of the CD requirements and milestones. (completed before execution of CO #1)
 - iii. Develop and implement a 90-day mobilization plan that identifies staffing, computer systems and other support services, early task deliverables, and other activities necessary to assure that any early CD milestones are achieved. (completed before execution of CO #1)
 - iv. Develop and implement a system that tracks and reports budget, schedule and costs against progress for the program management contract tasks identified herein. (completed before execution of CO #1)
 - v. Immediately begin developing a knowledge transfer plan that identifies the methods (on-the-job transfer of knowledge, informal and formal training) for transferring knowledge of the program task activities from Proposer staff to DWM staff. (completed before execution of CO #1)
 - 1) DWM shall review and approve the knowledge transfer plan within thirty (30) days, the knowledge transfer plans and schedule for implementation will be provided to DWM.
 - vi. Implement the knowledge transfer plan developed pursuant to Task 1, subpart v.
 - vii. Schedule, plan and conduct and/or attend all Consent Decree Program Management Team (CDPMT) project status and other meetings
 - viii. Meet with DWM staff for monthly progress updates on CD program efforts
 - ix. Attend BOC meetings and other public meetings, regarding and related to the Consent Decree (CD), when and as requested by the DWM
 - x. Coordinate LSBE partner and other subcontractor activities, including periodic principal briefings
 - xi. Provide other support, review, and oversight as required, of other issues that arise and are requested by the DWM throughout the duration of the program, such as rehabilitation program management services, including additional program management support for numerous Design/Build (D/B) construction contracts (Phase 1: 60% design and guaranteed maximum price development only) for recommended sewer rehabilitation
- b. Task 2 – CD Budget, Schedule and Cost
- i. Develop and implement, using commercial software, a system to comprehensively track and report budget, schedule and costs at the CD task and project level, rolled up to the program level.
 - ii. Track and report all interim and final CD milestone dates, as identified within the CD document, CMOM plans, or other reports and information as may be developed in the future.
 - iii. Reports shall be developed on a monthly basis, with transfer of data as necessary to the future CIP Program Management system. System features shall include but not limited to:
 - 1) Integrated master schedule;
 - 2) Baseline schedule and budget;
 - 3) Schedule and cost updates;
 - 4) Identification of schedule and cost variances;

- 5) Forecasted schedule and cost thru completion;
 - 6) Evaluation and mitigation of schedule and cost variances;
 - 7) Work Breakdown Structures (WBS) and Critical Path Method (CPM);
 - 8) Detailed reporting features, with rollup to program level; and
 - 9) "Dashboard" type reporting capabilities to facilitate management reviews.
- iv. The County does not require a particular software system. The County desires a cost-effective approach, considering the cost of software, licenses, and staffing to effectively manage the system. Cost-effectiveness will be inherently identified within the Proposer's cost proposal.
 - v. Update program Master Schedule on a regular, monthly basis, by reviewing work accomplished, deadlines and milestones with Task Leads, and produce final program Master Schedule update for distribution to DWM and CDPMT. Provide immediate written notice of deadlines, milestones, etc. which impact compliance with the Consent Decree.
 - vi. Review all backup documents for CDPMT invoice packages on a regular, monthly basis, provide a summary report and respond to any DWM questions or inquiries.
 - vii. With DWM approval, issue new Subcontractor task orders when required; administer and maintain records and timesheets for Subcontractors, and track Subcontractor spending, payment and outstanding contract balances.
- c. Task 3 – CD Reporting
- i. For Annual and Semi-Annual Reports required by the CD, develop draft reports by working with CD Leads (both CDPMT and DWM), for submittal to DWM. Reports will then be finalized by the County's Executive Assistant/Chief Operating Officer, or as authorized by the Chief Executive Officer in writing, and submitted to EPA accordingly.
 - ii. Utilize program Master Schedule, in an abbreviated form showing activities from the last six-month period and also for the next six-month period, to serve as the basis of the Semi-Annual Report, thus reducing the volume of text developed for previous Semi-Annual Reports before the Master Schedule could be utilized for this purpose.
 - iii. Utilize the business intelligence (BI) software adopted for use by the DWM for development of the Annual Report Trends Analysis of SSOs.
 - iv. Provide support for DWM review and work plan developments of EPA-identified complaints related to sanitary sewer overflows (SSOs).
 - v. Assist in the development of the SSO trend analysis report for EPA.
 - vi. Provide technical support for EPA presentations and for DWM responses to requests for information from EPA.
- d. Task 4 – CMOM Programs – Implementation of Projects
- Directly manage the implementation of the following CMOM programs, associated with implementing projects within the collection system:

- i. Sewer Mapping Program –The Contractor shall manage the sewer mapping contracts from the beginning of the CD Program Management contract to completion of mapping contracts. (completed before execution of CO #1)
 - Provide GIS update assistance as requested by DWM
- ii. System Wide Flow and Rainfall Monitoring Program – The Contractor shall be fully responsible for managing the rainfall and flow monitoring program as necessary to assure adequate data is collected and analyzed by the County; Contractor will conduct monthly reviews of the flow monitoring data and review the monthly flow meter reports prepared by the County; Contractor will subsequently process the flow and rainfall data to develop input for the computer-based dynamic hydraulic model of the sewer system (see Section 4.iii System Wide Hydraulic Modeling Program below); to support assessment of available capacity within the sewer system; to prioritize sanitary sewers for inspection, repair, rehabilitation or replacement; and to assure full compliance with the Consent Decree. The Contractor is responsible for making changes to the flow monitoring program based on hydraulic modeling needs and System-Wide Flow and Rainfall Monitoring Program. Any contracts associated with flow monitoring will be separately procured by the County, but managed by the Contractor.
 - Provide flow monitoring field services to supplement DWM flow monitoring staff including: flow meter site investigation, flow meter installation, maintenance of flow meters after installation and removal of flow meters.
- iii. System Wide Hydraulic Modeling Program – The Contractor shall be directly responsible for completing the system wide hydraulic model, using the Infoworks software (required by Consent Decree) in full compliance with the requirements and schedule contained within the Consent Decree submittal approved by EPA/EPD. (Preliminary hydraulic model was submitted before execution of CO#2, Contractor shall continue to provide services associated with subparts included in Task 4iii). The overarching requirement for development of a system wide hydraulic model is compliance with the Consent Decree and the relevant program documents submitted thereunder. The following is a list of required steps as known at this time to reach such compliance, but is not intended to be exhaustive. The Contractor shall be responsible for working with the County to identify additional steps necessary to ensure all CD and program requirements are satisfied.
 - Meet regularly with DWM modeler for the purpose of communicating updates by each party to the model and/or the information related to the model, and to discuss and resolve any other issues and questions
 - Update the existing hydraulic models on a quarterly basis in 2018 based on available GIS updates from the County.
 - Conduct additional model runs under different scenarios as requested and required by DWM for particular areas of interest and as required for coordination of ongoing CIP projects

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- Conduct additional model runs for the gravity collection system debottlenecking projects based on changes to the GIS
 - Capacity upsizing of gravity sewer collection system pipelines within OSARP and PASARP as required by the CD and relevant program documents.
 - Plan and develop a computer-based dynamic wet weather and dry weather hydraulic model, based on updated flow monitoring data and GIS updates. Hydraulic models shall be developed through capacity assessment for each sewershed or basin, as appropriate. The County will make a determination as to when dynamic hydraulic modeling will begin.
- iv. PASARP and OSARP Assessment Projects
- Provide project management, implementation and contract administration duties related to field activity, submittals, financials and schedules of PASARP assessment contracts, with areas defined as PASARP within the CD (completed before execution of CO#2)
 - Also develop SSO Escalation and EPA-identified project limits and associated work assignments
 - Track and update progress of these projects on a regular basis, and make work assignments as appropriate for additional projects that arise, through coordination with existing PASARP and/or OSARP contracts as possible
 - Provide project management, implementation and contract administration duties related to field activity, submittals, financials and schedules of OSARP assessment contracts for the following contracts:
 - OSARP CCTV and Manhole Condition Assessment
 - Capacity Restoration of OSARP Areas
 - PASARP Capacity Restoration projects
 - PASARP contracts for assessment in OSARP areas
- v. Assisting with Infiltration and Inflow Program
- Provide DWM with assessment databases that provide the smoke defect data and pictures
 - Provide training on the mobile map application that is used to review the smoke assessment data
 - Assist DWM with resolving incorrect addresses for identified smoke defects
 - Provide technical support for the infiltration and inflow program as requested by DWM

vi. Rehabilitation Packaging

- Develop recommended rehabilitation projects resulting from collected PASARP and OSARP data and information, and assemble rehabilitation packages for implementation, including SSO Escalation and EPA-identified projects as appropriate, for implementation through D/B contracts

vii. Continuing Sewer Assessment and Rehab Program –

The Contractor shall be fully responsible for developing and implementing a program to conduct a comprehensive and thorough evaluation of the sanitary sewer system. The program should specify various equipment and techniques to detect sewer pipe defects, blockages and capacity problems. This program must be in full compliance with the requirements of the Consent Decree to address priority areas. The Contractor will perform work associated with assessing the results of the cleaning and inspection activities. The contractor will develop the scope for all sewer cleaning, manhole inspection, smoke tests, dye tests, closed circuit TV (CCTV), flow monitoring, rain monitoring, sewer rehabilitation, manhole rehabilitation and other contracts as may be required. Such contracts will be separately procured by the County, but managed by the Contractor.

viii. Supplemental Environmental Project –

- DWM is in the process of completing the scope for this project with the assistance from a contractor and is preparing to issue an ITB to implement the work. The Contractor is not responsible for managing this contract. (Completed before execution of C.O. #2).

ix. Capacity Request Program –

- Provide Technical and support services regarding development and implementation of the Capacity Request Program
 - c. Task 5 – CMOM Programs – Implementation of O&M Activities
- i. DWM, has and will continue to be responsible for implementing the CMOM programs associated with the operation and maintenance of the collection system, and other associated non-capital improvements. The Contractor shall provide three (3) full time equivalents (FTE) engineering staff to assist DWM with continued development and implementation of the following CMOM programs:
 - Contingency and Emergency Response Plan;
 - Fats, Oil and Grease Management;
 - Maintenance Management System;
 - Collection and Transmission Systems Training Plan;
 - Infrastructure Acquisition Program; and
 - Financial Analysis Program.

(Completed before execution of CO #1. Contractor may assist the Department of Watershed Management with continued development and implementation. Any work associated performed pursuant to Task 5i shall be billed under Task 12.)

ii. Maintenance Management System (MMS) Program

- Provide services as requested and required by DWM and includes the following activities:
 - Database management of the assessment data and media collected from the PASARP and OSARP programs
 - Assist with the transfer of the assessment data and media files collected during the PASARP and OSARP contracts to DWM's new Computerized Maintenance Management System (CMMS) referred to as CityWorks.
 - Develop reporting dashboards for the assessment data using Business Intelligent software

iii. Cityworks CMMS Implementation

- Phase 1 was completed in December 2016 and met or exceeded Consent Decree deadlines. This phase included the implementation of Cityworks for wastewater collection, water distribution, large water meters, and customer support. At the County's request, Phase 1 included hosting the Cityworks application in the cloud. As presently configured, Cityworks uses a copy of the County's GIS data rather than a live connection because at the time of implementation the County lacked the required infrastructure to support the required number of users.
- Phase 2 of CMMS implementation will deepen DWM's internal support of Cityworks and extend the use of Cityworks to other areas including backflow preventer inspections, FOG inspections, water meters (excluding integration with water billing software), capacity request tracking, flow monitoring, and construction inspection. Phase 2 also covers the transition of responsibility for the cloud hosting solution to the County, linking the County's live GIS to Cityworks (instead of a copy), additional training for County staff, additional Consent Decree KPI reports, and ongoing support. Transition to the County shall be completed ninety (90) days prior to the expiration date of the contract.

f. Task 6 – Document Management

Contractor shall procure and implement a commercial off-the-shelf (COTS) electronic document management system (EDMS) to capture all documents and records required for the CD program in a central repository for retrieval and viewing, and shall meet the specific requirements of the Consent Decree. The system shall capture all documents and records at the program, task and project level. DWM has an installed system (SharePoint) which is available to the Contractor, but not required to be used. Maintain Microsoft Access database for incoming and outgoing documents.

g. Task 7 – Risk Management

The Contractor has developed a formal risk management plan to identify, assess, monitor, track, respond to and mitigate risks at the CD program, task and project

level. The Contractor shall directly implement the plan at the CD program and task level and manage the plan at the project level. The risk management program will continue through the life of the CD program.

h. Task 8 – Quality Control

The Contractor shall develop a formal quality control (management) plan to assure quality deliverables at the CD program, task and project level and shall directly implement the plan at the CD program and task level and manage the plan at the project level.

i. Task 9 – Real Estate Acquisition and Permitting

i. Project design consultants are responsible for preparing all necessary information for real estate and easement acquisitions, with the actual acquisition activities being performed by the County. The flow monitoring, cleaning, inspection and rehabilitation of the sewer system for the CD program will require services in excess of the County's capacity to perform, and in many cases there will not be a design consultant associated with the activity. The Contractor will provide real estate acquisition services for the CD program including an evaluation of the current process for acquisitions and provide recommendations for process improvements.

ii. Project design consultants are responsible for securing all necessary environmental and other associated permits for a given project. The Contractor shall develop a formal plan to:

- Identify all necessary environmental and other associated permits for the CD program;
- Develop procedures for securing all necessary environmental and other associated permits for the CD program; and
- Manage and execute the plan, except when design consultants are available to implement at the project level.

iii. Any on-going support after execution of CO #1 shall be billed under Task 11.

j. Task 10 – Community Outreach and Public Relations

The Contractor shall develop and implement a community outreach and public relations program to educate internal and external stakeholders on the requirements, goals, schedule, costs, progress, and merits and benefits of the CD program. Contractor shall respond to internal and external stakeholder and media inquiries and requests for public information. All said responses shall be coordinated with and approved by DWM. (completed before execution of CO #1)

k. Task 11— Consent Decree Projects Technical Services

i. Technical Services for CD-Related Design Build Contracts

DWM intends to provide Construction Management services through other contracts for consent decree (CD)-related D/B Construction projects. CH2M will provide technical services as requested and program management of the D/B contracts required by DWM to meet CD goals which include the following:

- Implement PASARP prioritized rehabilitation measures by June 2020
- Track and inventory ongoing and completed PASARP rehabilitation projects
- Integrate select capacity assurance upsizing projects with PASARP rehabilitation projects to maximize SSO reduction potential

As CH2M developed the technical requirements for the D/B bid packages, CH2M to provide the following technical services—based upon this specific technical knowledge—that may include but not limited to the items listed below. CH2M will provide technical services during Phase 1 (60% Design and Guaranteed Maximum Price Development) of the D/B contracts only. DWM will provide management of the D/B contracts during Phase 2 (Final design and Construction) of the D/B contracts through other contracts.

ii. Technical Development of Needed Services

- Provide technical information for RFP document preparation
- Provide technical information in the pre-proposal meetings for the Design Build RFPs
- Prepare responses to technical questions on requests for information regarding the RFP
- Assist in review of proposals from design-build firms and partnerships

iii. Design Support

- Support of design review and review meetings
- Assistance with technical design Issues
- Progress meetings
- Review of progressive construction estimates
- Review pay applications

iv. Construction Phase Support

1. Assist with technical details for responses to Requests for Information (RFI)

1. Task 12 — Additional Services

- i. This task is intended to provide services for work not anticipated at this time, but requested and required by DWM for needs related to CD compliance throughout the term of this contract. This could include but is not limited to services in the following areas:

- Emergency Response Services Related to CERP

- Develop and regularly update one-page work plans for SSO Escalation and EPA-identified projects resulting from assessments previously described, through resolution.
- SSO Escalation Projects
 - Attend monthly DWM SSO meetings and provide support for development of rehabilitation project definition and implementation.
- PASARP Fieldwork Inspection
 - Provide inspection of PASARP fieldwork activities in support of CDPMT needs.
- Other Professional Services
 - Other professional services related to CD compliance and reporting not previously covered.

From the date of execution of Change Order No. 2 forward, the standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors or consultants performing the same or similar Services at the time said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County.

E. ARTICLE V. GENERAL CONDITIONS, G. Indemnification Agreement. ADD the following to Article V, G:

As to third party claims arising out of certifications approved by Contractor for individual projects only ("certifications"), except for claims asserted by state or federal agencies, Contractor's liability to the County will not, in the aggregate, exceed \$5,000,000.00.

For certifications only, the County is responsible for its decisions and the Contractor is responsible for its decisions.

F. ARTICLE V. GENERAL CONDITIONS, H. Insurance. DELETE ARTICLE V. GENERAL CONDITIONS, H. Insurance in its entirety, INSERT A NEW ARTICLE V.

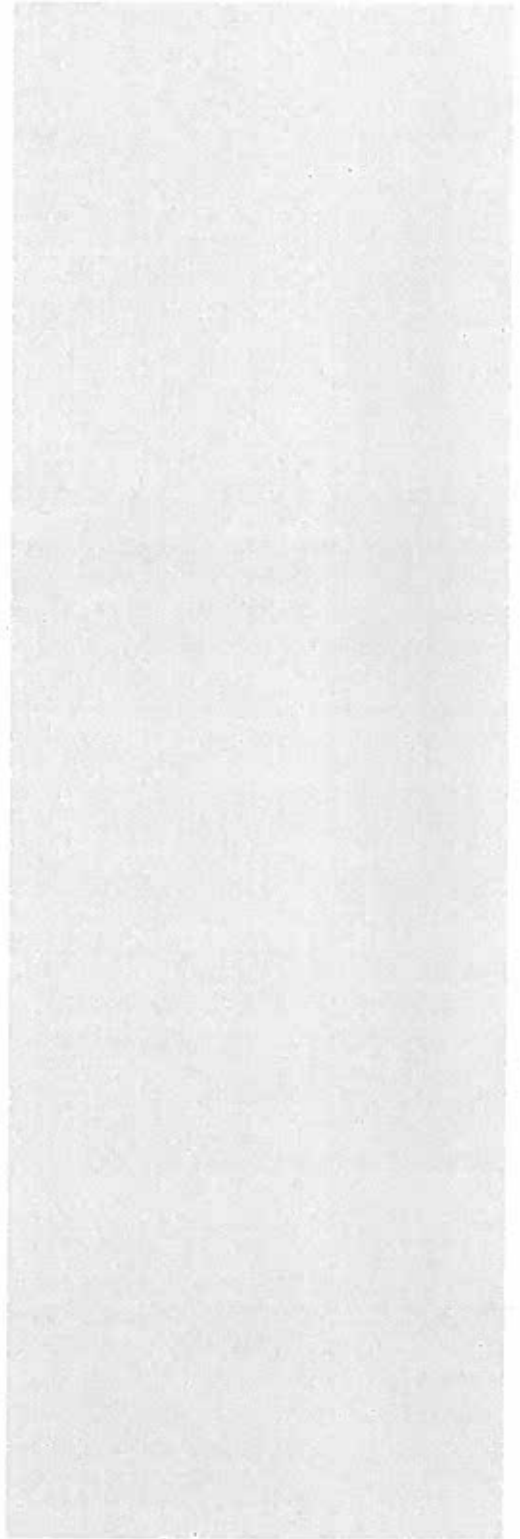
GENERAL CONDITIONS, H. Insurance. as follows:

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

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4.927.2018

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 of at least \$1,000,000, or proof that Contractor is not required to provide such coverage under State law;
- (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 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) DeKalb 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 and professional errors and omissions, 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

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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 Errors and Omissions coverage.
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 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.

G. ARTICLE V. GENERAL CONDITIONS, O. First Source Jobs Ordinance and Preferred Employees. DELETE ARTICLE V. GENERAL CONDITIONS, O. First Source Jobs Ordinance and Preferred Employees in its entirety, INSERT A NEW ARTICLE V. GENERAL CONDITIONS, O. First Source Jobs Ordinance as follows:

O. First Source Jobs Ordinance. The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. The First Source Registry has Employees trained by U.S. Department of Labor registered apprenticeship

programs and other partners. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

H. ARTICLE V. GENERAL CONDITIONS. ADD the following:

W. 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.

- II. NO ADDITIONAL MODIFICATION.** All other terms and conditions of the Contract remain unchanged and in full force and effect, including all other terms contained in Article V, G. Indemnification Agreement. The terms and conditions contained in this Change Order No. 2 shall govern over any inconsistent terms and conditions contained in the Agreement.

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.

[SIGNATURES ON FOLLOWING PAGE]

CH2M HILL ENGINEERS, INC.

Change Order No. 2 to Contract No. 14-902800
DEKALB COUNTY, GEORGIA 4.927.2018

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

Date

ATTEST:

BARBARA SANDERS-NORWOOD, CCC

Clerk of the Chief Executive Officer

And Board of Commissioners of

DeKalb County, Georgia

Date

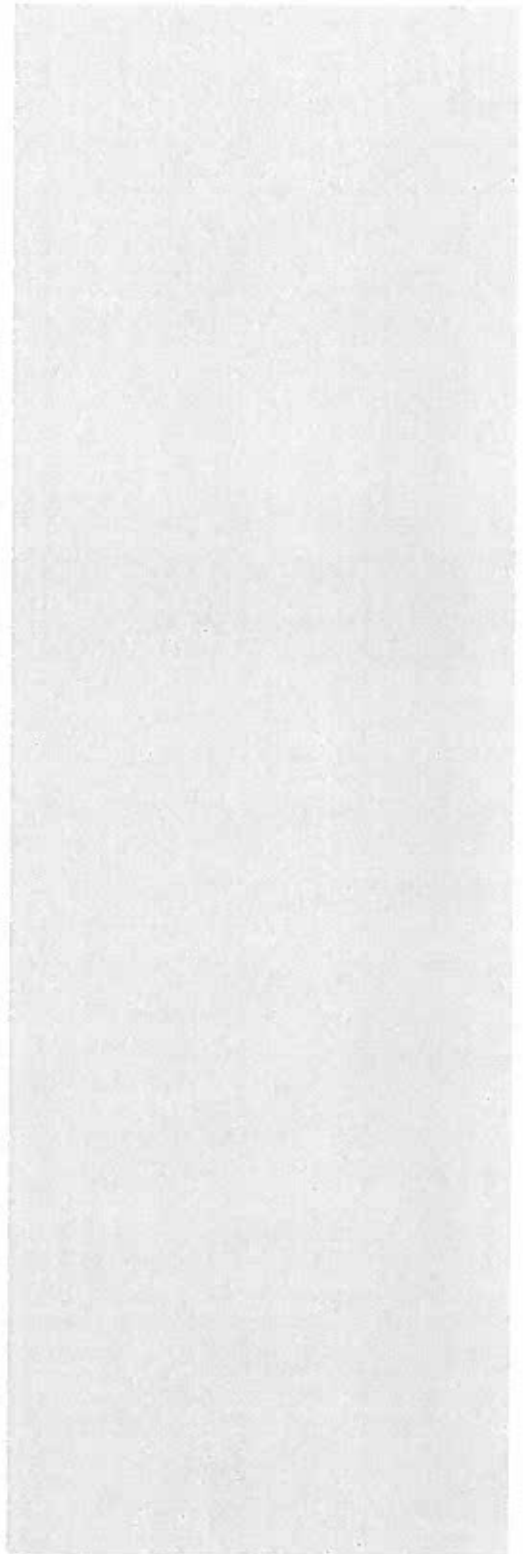
APPROVED AS TO SUBSTANCE:

Department

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)



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:

Change Order No. 2 to Contract # 14-902800 Consent Decree Program Management

Services

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)

This _____ day of _____ 20__.

Red-lined version of original scope of work and new scope of work (statement of work)

I. The Contractor shall perform the following Tasks:

a. Task 1 – Program Development and Management

- i. Provide full-time management of the CD program, including all personnel included in the staffing plan not dedicated to Task activities.
- ii. Develop specific and measurable goals for the development and execution of the program to ensure successful accomplishments of the CD requirements and milestones. (completed before execution of CO #1)
- iii. Develop and implement a 90-day mobilization plan that identifies staffing, computer systems and other support services, early task deliverables, and other activities necessary to assure that any early CD milestones are achieved. (completed before execution of CO #1)
- iv. Develop and implement a system that tracks and reports budget, schedule and costs against progress for the program management contract tasks identified herein. (completed before execution of CO #1)
- v. Within the first year, develop immediately begin developing a knowledge transfer plan that identifies the methods (on-the-job transfer of knowledge, informal and formal training) for transferring knowledge of the program task activities from Proposer staff to DWM staff. (completed before execution of CO #1)
 - 1) DWM shall review and approve the knowledge transfer plan within thirty (30) days, the knowledge transfer plans and schedule for implementation will be provided to DWM.
- vi. Implement the knowledge transfer plan developed pursuant to Task 1, subpart v.
- vii. Schedule, plan and conduct and/or attend all Consent Decree Program Management Team (CDPMT) project status and other meetings
- viii. Meet with DWM staff for monthly progress updates on CD program efforts
- ix. Attend BOC meetings and other public meetings, regarding and related to the Consent Decree (CD), when and as requested by the DWM
- x. Coordinate LSBE partner and other subcontractor activities, including periodic principal briefings
- xi. Provide other support, review, and oversight as required, of other issues that arise and are requested by the DWM throughout the duration of the program, such as rehabilitation program management services, including additional program management support for numerous Design/Build (D/B) construction contracts (Phase 1: 60% design and guaranteed maximum price development only) for recommended sewer rehabilitation

b. Task 2 – CD Budget, Schedule and Cost

- i. Develop and implement, using commercial software, a system to comprehensively track and report budget, schedule and costs at the CD task and project level, rolled up to the program level.

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- ii. Track and report all interim and final CD milestone dates, as identified within the CD document, CMOM plans, or other reports and information as may be developed in the future.
- iii. Reports shall be developed on a monthly basis, with transfer of data as necessary to the future CIP Program Management system. System features shall include but not limited to:
 - 1) Integrated master schedule;
 - 2) Baseline schedule and budget;
 - 3) Schedule and cost updates;
 - 4) Identification of schedule and cost variances;
 - 5) Forecasted schedule and cost thru completion;
 - 6) Evaluation and mitigation of schedule and cost variances;
 - 7) Work Breakdown Structures (WBS) and Critical Path Method (CPM);
 - 8) Detailed reporting features, with rollup to program level; and
 - 9) "Dashboard" type reporting capabilities to facilitate management reviews.

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- iv. The County does not require a particular software system. The County desires a cost-effective approach, considering the cost of software, licenses, and staffing to effectively manage the system. Cost-effectiveness will be inherently identified within the Proposer's cost proposal.
- v. Update program Master Schedule on a regular, monthly basis, by reviewing work accomplished, deadlines and milestones with Task Leads, and produce final program Master Schedule update for distribution to DWM and CDPMT. Provide immediate written notice of deadlines, milestones, etc. which impact compliance with the Consent Decree.
- vi. Review all backup documents for CDPMT invoice packages on a regular, monthly basis, provide a summary report and respond to any DWM questions or inquiries.
- vii. With DWM approval, issue new Subcontractor task orders when required; administer and maintain records and timesheets for Subcontractors, and track Subcontractor spending, payment and outstanding contract balances.

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d-c. Task 3 - CD Reporting

Develop and submit formal reports to the regulatory agencies in full compliance with Section X of the Consent Decree (see Attachment A to RFP).

- i. For Annual and Semi-Annual Reports required by the CD, develop draft reports by working with CD Leads (both CDPMT and DWM), for submittal to DWM. Reports will then be finalized by the County's Executive Assistant/Chief Operating Officer, or as authorized by the Chief Executive Officer in writing, and submitted to EPA accordingly.
- ii. Utilize program Master Schedule, in an abbreviated form showing activities from the last six-month period and also for the next six-month period, to

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serve as the basis of the Semi-Annual Report, thus reducing the volume of text developed for previous Semi-Annual Reports before the Master Schedule could be utilized for this purpose.

- iii. Utilize the business intelligence (BI) software adopted for use by the DWM for development of the Annual Report Trends Analysis of SSOs.
- iv. Provide support for DWM review and work plan developments of EPA-identified complaints related to sanitary sewer overflows (SSOs).
- v. Assist in the development of the SSO trend analysis report for EPA.
- vi. Provide technical support for EPA presentations and for DWM responses to requests for information from EPA.

e.d Task 4- CMOM Programs – Implementation of Projects

Directly manage the implementation of the following CMOM programs, associated with implementing projects within the collection system:

- i. Sewer Mapping Program – ~~The system has a total of 32 sewer basins, with 20 completely mapped, and Notice to Proceeds were issued to three firms on February 25, 2013 to complete the mapping of remaining 12 sewer basins within 12 months.~~ The Contractor shall manage the sewer mapping contracts from the beginning of the CD Program Management contract to completion of Mapping contract-mapping contracts. (completed before execution of CO #1)

- Provide GIS update assistance as requested by DWM

- ii. ~~System Wide Flow and Rainfall Monitoring Program~~ – The Contractor shall be fully responsible for managing the rainfall and flow monitoring program as necessary to assure adequate data is collected and analyzed by the County. Contractor will conduct monthly reviews of the flow monitoring data and review the monthly flow meter reports prepared by the County. Contractor will subsequently process the flow and rainfall data to

- ii. ~~develop the input for the computer-based dynamic~~ hydraulic model of the sewer system (see Section 4.iii System Wide Hydraulic Modeling Program below); to ~~assess~~ support assessment of available capacity ~~availability~~ within the sewer system; to prioritize sanitary sewers for inspection, repair, rehabilitation or replacement; and to assure full compliance with the Consent Decree. The Contractor is responsible for making changes to the flow monitoring program based on hydraulic modeling needs and System-Wide Flow and Rainfall Monitoring Program. Any contracts associated with flow monitoring will be separately procured by the County, but managed by the Contractor.

- Provide flow monitoring field services to supplement DWM flow monitoring staff including: flow meter site investigation, flow meter

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installation, maintenance of flow meters after installation and removal of flow meters.

iii. System Wide Hydraulic Modeling Program ~~—3 of the 32 sewer basins have been modeled, using the Infoworks dynamic hydraulic model.~~ The Contractor shall be directly responsible for completing the system wide hydraulic model, using the Infoworks software (required by Consent Decree) in full compliance with the requirements and schedule contained within the Consent Decree submittal approved by EPA/EPD. (Preliminary hydraulic model was submitted before execution of CO#2. Contractor shall continue to provide services associated with subparts included in Task 4iii). The overarching requirement for development of a system wide hydraulic model is compliance with the Consent Decree and the relevant program documents submitted thereunder. The following is a list of required steps as known at this time to reach such compliance, but is not intended to be exhaustive. The Contractor shall be responsible for working with the County to identify additional steps necessary to ensure all CD and program requirements are satisfied.

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- Meet regularly with DWM modeler for the purpose of communicating updates by each party to the model and/or the information related to the model, and to discuss and resolve any other issues and questions
- Update the existing hydraulic models on a quarterly basis in 2018 based on available GIS updates from the County.
- Conduct additional model runs under different scenarios as requested and required by DWM for particular areas of interest and as required for coordination of ongoing CIP projects
- Conduct additional model runs for the gravity collection system debottlenecking projects based on changes to the GIS
- Capacity upsizing of gravity sewer collection system pipelines within OSARP and PASARP as required by the CD and relevant program documents.
- Plan and develop a computer-based dynamic wet weather and dry weather hydraulic model, based on updated flow monitoring data and GIS updates. Hydraulic models shall be developed through capacity assessment for each sewer shed or basin, as appropriate. The County will make a determination as to when dynamic hydraulic modeling will begin.

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iv. PASARP and OSARP Assessment Projects

- Provide project management, implementation and contract administration duties related to field activity, submittals, financials and schedules of PASARP assessment contracts, with areas defined as PASARP within the CD (completed before execution of CO#2)

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- Also develop SSO Escalation and EPA-identified project limits and associated work assignments
- Track and update progress of these projects on a regular basis, and make work assignments as appropriate for additional projects that arise, through coordination with existing PASARP and/or OSARP contracts as possible
- Provide project management, implementation and contract administration duties related to field activity, submittals, financials and schedules of OSARP assessment contracts for the following contracts:
 - o OSARP CCTV and Manhole Condition Assessment
 - o Capacity Restoration of OSARP Areas
 - o PASARP Capacity Restoration projects
 - o PASARP contracts for assessment in OSARP areas

v. Assisting with Infiltration and Inflow Program

- Provide DWM with assessment databases that provide the smoke defect data and pictures
- Provide training on the mobile map application that is used to review the smoke assessment data
- Assist DWM with resolving incorrect addresses for identified smoke defects
- Provide technical support for the infiltration and inflow program as requested by DWM

vi. Rehabilitation Packaging

- Develop recommended rehabilitation projects resulting from collected PASARP and OSARP data and information, and assemble rehabilitation packages for implementation, including SSO Escalation and EPA-identified projects as appropriate, for implementation through D/B contracts

vii. Continuing Sewer Assessment and Rehab Program --

iv. The Contractor shall be fully responsible for developing and implementing a program to conduct a comprehensive and thorough evaluation of the sanitary sewer system. The program should specify various equipment and techniques to detect sewer pipe defects, blockages and capacity problems. This program must be in full compliance with the requirements of the Consent Decree to address priority areas. The Contractor will perform work associated with assessing the results of the cleaning and inspection activities. The contractor will develop the scope for all sewer cleaning, manhole inspection, smoke tests, dye tests, closed circuit TV (CCTV), flow monitoring, rain monitoring, sewer rehabilitation, manhole

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rehabilitation and other contracts as may be required. Such contracts will be separately procured by the County, but managed by the Contractor. ~~Approximately \$300 million of undefined projects associated with this work is included within the CIP.~~

viii. Supplemental Environmental Project –

~~v. DWM is in the process of completing the scope for this project with the assistance from a contractor and is preparing to issue an ITB to implement the work. The Contractor is not responsible for managing this contract. (Completed before execution of C.O. #2).~~

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ix. Capacity Request Program –

• Provide Technical and support services regarding development and implementation of the Capacity Request Program

f.e. Task 5 – CMOM Programs – Implementation of O&M Activities

~~i. DWM, through various upper level managers, has and will continue to be responsible for implementing the CMOM programs associated with the operation and maintenance of the collection system, and other associated non-capital improvements. The Contractor shall provide three (3-) full time equivalents (FTE) engineering staff to assist DWM with continued development and implementation of the following CMOM programs:~~

- ~~i. Contingency and Emergency Response Plan;~~
- ~~ii. Fats, Oil and Grease Management;~~
- ~~iii. Maintenance Management System;~~
- ~~iv. Collection and Transmission Systems Training Plan;~~
- ~~v. Infrastructure Acquisition Program; and~~
- ~~vi. Financial Analysis Program.~~

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~~(Completed before execution of CO #1. Contractor may assist the Department of Watershed Management with continued development and implementation. Any work associated performed pursuant to Task 5i shall be billed under Task 12.)~~

ii. Maintenance Management System (MMS) Program

• Provide services as requested and required by DWM and includes the following activities:

- o Database management of the assessment data and media collected from the PASARP and OSARP programs
- o Assist with the transfer of the assessment data and media files collected during the PASARP and OSARP contracts to DWM's new Computerized Maintenance Management System (CMMS) referred to as CityWorks.

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o Develop reporting dashboards for the assessment data using Business Intelligent software

iii. Cityworks CMMS Implementation

- Phase 1 was completed in December 2016 and met or exceeded Consent Decree deadlines. This phase included the implementation of Cityworks for wastewater collection, water distribution, large water meters, and customer support. At the County's request, Phase 1 included hosting the Cityworks application in the cloud. As presently configured, Cityworks uses a copy of the County's GIS data rather than a live connection because at the time of implementation the County lacked the required infrastructure to support the required number of users.
- Phase 2 of CMMS implementation will deepen DWM's internal support of Cityworks and extend the use of Cityworks to other areas including backflow preventer inspections, FOG inspections, water meters (excluding integration with water billing software), capacity request tracking, flow monitoring, and construction inspection. Phase 2 also covers the transition of responsibility for the cloud hosting solution to the County, linking the County's live GIS to Cityworks (instead of a copy), additional training for County staff, additional Consent Decree KPI reports, and ongoing support. Transition to the County shall be completed ninety (90) days prior to the expiration date of the contract.

g-f. Task 6 — Document Management

Contractor shall procure and implement a commercial off-the-shelf (COTS) electronic document management system (EDMS) to capture all documents and records required for the CD program in a central repository for retrieval and viewing, and shall meet the specific requirements of the Consent Decree. The system shall capture all documents and records at the program, task and project level. DWM has an installed system (SharepointSharePoint) which is available to the Contractor, but not required to be used. Maintain Microsoft Access database for incoming and outgoing documents.

h-g. Task 7 – Risk Management

The Contractor ~~shall develop~~has developed a formal risk management plan to identify, assess, monitor, track, respond to and mitigate risks at the CD program, task and project level. The Contractor shall directly implement the plan at the CD program and task level and manage the plan at the project level. It is anticipated that the The risk management program will continue through the life of the CD program.

i-h. Task 8 – Quality Control

The Contractor shall develop a formal quality control (management) plan to

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assure quality deliverables at the CD program, task and project level and shall directly implement the plan at the CD program and task level and manage the plan at the project level.

j. Task 9 – Real Estate Acquisition and Permitting

i. Project design consultants are responsible for preparing all necessary information for real estate and easement acquisitions, with the actual acquisition activities being performed by the County. The flow monitoring, cleaning, inspection and rehabilitation of the sewer system for the CD program will require services in excess of the County's capacity to perform, and in many cases there will not be a design consultant associated with the activity. The Contractor will provide real estate acquisition services for the CD program including an evaluation of the current process for acquisitions and provide recommendations for process improvements.

ii. Project design consultants are responsible for securing all necessary environmental and other associated permits for a given project. The Contractor shall develop a formal plan to:

- 1) Identify all necessary environmental and other associated permits for the CD program;
- 2) Develop procedures for securing all necessary environmental and other associated permits for the CD program; and
- 3) Manage and execute the plan, except when design consultants are available to implement at the project level.

iii. Any on-going support after execution of CO #1 shall be billed under Task 11.

k. Task 10 – Community Outreach and Public Relations

The Contractor shall develop and implement a community outreach and public relations program to educate internal and external stakeholders on the requirements, goals, schedule, costs, progress, and merits and benefits of the CD program. Contractor shall respond to internal and external stakeholder and media inquiries and requests for public information. All said responses shall be coordinated with and approved by DWM. (completed before execution of CO #1)

k. Task 11— Consent Decree Projects Technical Services

i. Technical Services for CD-Related Design Build Contracts

DWM intends to provide Construction Management services through other contracts for consent decree (CD)-related D/B Construction projects. CH2M will provide technical services as requested and program

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management of the D/B contracts required by DWM to meet CD goals which include the following:

- Implement PASARP prioritized rehabilitation measures by June 2020
- Track and inventory ongoing and completed PASARP rehabilitation projects
- Integrate select capacity assurance upsizing projects with PASARP rehabilitation projects to maximize SSO reduction potential

As CH2M developed the technical requirements for the D/B bid packages, CH2M to provide the following technical services—based upon this specific technical knowledge—that may include but not limited to the items listed below. CH2M will provide technical services during Phase 1 (60% Design and Guaranteed Maximum Price Development) of the D/B contracts only. DWM will provide management of the D/B contracts during Phase 2 (Final design and Construction) of the D/B contracts through other contracts.

ii. Technical Development of Needed Services

- Provide technical information for RFP document preparation
- Provide technical information in the pre-proposal meetings for the Design Build RFPs
- Prepare responses to technical questions on requests for information regarding the RFP
- Assist in review of proposals from design-build firms and partnerships

iii. Design Support

- Support of design review and review meetings
- Assistance with technical design Issues
- Progress meetings
- Review of progressive construction estimates
- Review pay applications

iv. Construction Phase Support

1. Assist with technical details for responses to Requests for Information (RFI)

I. TASK 12 — Additional Services

i. This task is intended to provide services for work not anticipated at this time, but requested and required by DWM for needs related to CD compliance throughout the term of this contract. This could include but is not limited to services in the following areas:

- Emergency Response Services Related to CERP
 - Develop and regularly update one-page work plans for SSO Escalation and EPA-identified projects resulting from assessments previously described, through resolution.
- SSO Escalation Projects
 - Attend monthly DWM SSO meetings and provide support for development of rehabilitation project definition and implementation.
- PASARP Fieldwork Inspection
 - Provide inspection of PASARP fieldwork activities in support of CDPMT needs.
- Other Professional Services
 - Other professional services related to CD compliance and reporting not previously covered.

From the date of execution of Change Order No. 2 forward, the standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors or consultants performing the same or similar Services at the time said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County.

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