

# **Delaware County Regional Sewer District**

50 Channing Street, Delaware, Ohio 43015 PHONE: (740) 833-2240 FAX: (740) 833-2239 WEB: regionalsewer.co.delaware.oh.us

# REQUEST FOR PROPOSALS PROGRESSIVE DESIGN BUILD Olentangy Environmental Control Center Headworks and Aeration Upgrades DELAWARE COUNTY, OHIO

Date of Request: 5/28/20

Response Due By: 7/16/20

Written responses and requests for information should be directed to:
Brad Stanton
Delaware County Regional Sewer District
50 Channing Street
Delaware, Ohio 43015
bstanton@co.delaware.oh.us



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### 1. Background

### 1.1 Introduction

The Delaware County, Ohio Regional Sewer District is seeking sealed Proposals from the short-listed firm(s) listed in Section One (1) for the Olentangy Environmental Control Center (OECC) Headworks and Aeration Upgrades Project. This request for proposals (RFP) invites Proposals according to the requirements set forth in this RFP, including the format and content guidelines in Section Five (5). The Proposals will be reviewed and evaluated using the best-value selection process described in Section Six (6).

The Project is to be designed and constructed in two phases using the Progressive Design-Build delivery method:

- Phase One: Evaluate the recommended upgrades in the OECC Facilities Plan, submit a
  Basis of Design Report, prepare design plans to 60% for a preliminary guaranteed
  maximum price (GMP) and 90% complete for the development of a guaranteed maximum
  price (GMP) proposal as defined in Attachment B (Scope of Design-Builder Services).
- **Phase Two:** Complete design, construction and post-construction tasks, including performance testing, startup commissioning and operator training and support.

The Delaware County, Ohio Regional Sewer District (DCRSD, Owner) will conduct this Progressive Design-Build procurement pursuant to ORC 153.67, et seq., and solicit proposals in a two-stage process. Phase I was the solicitation of qualifications (SOQ) of the design-build team and prequalifying the short list of firms which were selected to advance to Phase II. The DCRSD evaluated the qualifications of all firms in accordance with the instructions prescribed in the request for qualifications. Phase II shall be the solicitation of a proposal including the project approach, and, additionally, DCRSD will conduct a proprietary project alternatives meeting with each short listed team prior to conducting interviews with each firm to present their qualifications and answer questions.

The RFP is subject to revision after the date of issuance via written addenda. Any addenda will be issued via email to the Proposer's contact as identified in Section 4. Addenda will also be posted on the DCRSD's web site. It is each Proposer's responsibility to ensure that all RFP addenda are incorporated into and acknowledged in their Proposal.

In no event will the DCRSD be liable for any costs incurred by any Respondent or any other party in developing or submitting a Proposal.

The capitalized terms in this RFP have the meanings as first used in the text of this RFP and as defined in Attachment A. (Definition of Terms).

### 1.2 RFP Organization

This RFP consists of Seven (7) Sections and Six (6) Attachments:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Progressive Design-Build Services
- Section 4: Procurement Process
- Section 5: Proposal Submission Requirements
- Section 6: Proposal Evaluation and Selection
- Section 7: Standard Terms and Conditions
- Attachment A: Definition of Terms
- Attachment B: Scope of Design-Builder Services
- Attachment C: Project Background Documents
- Attachment D: Draft Progressive Design-Build Contract
- Attachment E: Project Technical Requirements
- Attachment F: Fee and Rate Proposal Form

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

Project background documents are being made available as Attachment C for the purpose of preparing the RFP. The DCRSD is providing these documents only for the purpose of obtaining the Proposals for the Project and does not confer a license or grant for any other use.

### 1.3 DCRSD's Objectives

The DCRSD's objectives for delivery of the Project are as follows:

- **Operations:** Maintain existing operations of the Olentangy Environmental Control Center during construction to ensure compliance with the OEPA NPDES permit.
- Process Excellence: Implement process control techniques that mirror those of other regional treatment facilities in Delaware County to allow for operational excellence across all field operations.
- **Quality:** Provide a water reclamation facility, unit processes, and equipment that will provide a high level of reliability in full compliance of federal and state regulations.
- **Schedule:** Achieve the scheduled completion date for the design, construction, and performance testing of the project. Schedule to be agreed upon with the submission of the GMP.
- **Cost Control:** Minimization of capital and life-cycle costs while achieving objectives on Operations, Quality, and Schedule Control.
- Risk: Achieve an optimal balance of risk allocation between the Owner and the Design-Builder
- Safety: Implement an effective safety program incorporating best industry practices.

By selecting the progressive design-build delivery method for the project, DCRSD is committed to working in close collaboration with the Design-Builder during Phase One to develop the

Project's design to achieve the Project objectives and to obtain a mutually agreeable GMP for delivery of the Project.

### 1.4 Proposers

The Proposers invited to respond to this RFP include the following:

- Peterson Construction Company
- Kokosing Construction Company
- Shook Construction Company

### 2. Project Overview

### 2.1 Project Scope

A Facilities plan was completed by Hazen and Sawyer in 2019 with recommended upgrades for the Delaware County Regional Sewer District Olentangy Environmental Control Center (OECC). The Facilities Plan is a summary of selected alternatives for future upgrades at OECC. The opinions of probable construction cost are all presented in 2018 dollars.

Projects selected from the Facilities Plan are prioritized by these categories: 6 MGD Improvements and Capacity Expansion. The 6 MGD Improvements resolve areas of immediate need for operability at 6 MGD and take advantage of opportunities for improved efficiency under current operating conditions. The Capacity Expansion projects are generally planned to be completed within the next twenty years based on growth-related needs, regulatory requirements, or to offset increased operation and maintenance costs.

Improvements for the OECC specified in this project include construction of a new Headworks Building rated for 36 MGD capacity and Upgrades of the South Aeration System.

Influent flow management and Preliminary Treatment efforts (New Headworks Building) will include construction of an influent pump station equipped with new influent flow pumping and coarse screening. Associated odor control measures are to be evaluated for inclusion into the project. Also, construction of a new grit collection/dumping pad with proper drainage shall be included in the project. Grit removal and influent equalization tankage are not anticipated until future expansions of the OECC facility, but footprint considerations should be taken into account when siting the new Headworks Facility. The proposed location of the new Headworks Facility is to the north of the existing OECC, on a parcel owned by the County. Environmental permitting requirements and existing utility locations must be managed during design and construction.

Upgrades to the existing south aeration system are planned to provide for more efficient and effective biological treatment with the 6 MGD improvements. The options included in the Facilities Plan will be the starting point for preliminary design to achieve the treatment goals. Completion of the Basis of Design Report during Phase One of the PDB project will result in the final recommendations on treatment alternatives and process equipment.

The OECC upgrades shall include upgrades/replacement of the current OECC SCADA with VTSCADA as is being currently installed at the Alum Creek WRF.

### 2.2 Project Budget and Funding

The cost for the design and construction of the project is currently budgeted at approximately \$35 Million. This budget does not include other Project costs, such as Project Construction Administration, Environmental Studies, and Governmental Approvals. The DCRSD intends to fund the project through the Sewer Fund and/or Revenue Bonds for the funding of the project.

### 2.3 Project Schedule

It is anticipated that the Progressive Design-Build Agreement will be executed on or about **8/17/20**. Phase One Services are expected to be completed **9/1/21**. The schedule for Phase Two Services, including final design, permitting, construction and performance testing of the completed Project will be developed and agreed to during Phase One Services and become part of the Design/Builder's GMP Proposal.

## 3. Progressive Design-Build Services

#### 3.1 General

As noted in Section One (1) and more fully described in Attachment B, the Design-Builder will provide the project services in two distinct Phases.

Phase One Services generally consist of preliminary engineering, geotechnical investigations (as determined by the design-builder), site survey, design development, and other investigations required for design, as well as preparation, in close collaboration with the DCRSD, of a proposed GMP and schedule for Phase Two Services. The proposed price and schedule for Phase Two Services will be based on the Project's design (developed to the DCRSD's required level of completion), an agreed upon GMP, including all supporting documentation, such as detailed open-book costing for the proposed GMP. Phase Two Services generally encompass completing the Project's final design, construction, and performance testing. Permitting tasks are included in each Phase.

### General Services:

- Prepare and maintain a Project Management Plan and Project Schedule.
- Perform monthly status reports throughout the Project.
- Conduct progress meetings, as needed, throughout both Phases of the Project.
- Coordinate with the DCRSD and the DCRSD's Representative on communications with the Ohio Environmental Protection Agency.

### Phase One Services:

- Develop the Project execution Plan, including personnel, communication, quality management, environmental management, and project schedule.
- Participate in project meetings and workshops with DCRSD and DCRSD's Representative.
- Perform subsurface exploratory and environmental impact studies.

- Validate the Facilities Plan Recommendations and Produce and produce a Basis of Design report.
- Develop the engineering design (including preparing and submitting intermediate design review packages) and value-engineering activities in conjunction with DCRSD.
- Prepare a Preliminary GMP at 60% design.
- Prepare a project cost model and provide detailed cost estimates as the design and design alternatives are advanced.
- Submit and negotiate a GMP to complete Phase Two services.
- Perform engineering studies, as necessary, to support design and cost estimating.
- Identify project permitting requirements and initiate permitting activities.

### Phase Two Services:

- Complete the final design.
- Procure equipment and subcontractors.
- Secure necessary permits.
- Complete the construction of the project.
- Conduct start-up activities, commissioning and performance testing.
- Provide operator training.
- Provide warranty coverage.

### 3.2 Roles and Responsibilities

**DCRSD:** The District will cooperate with the Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder's timely and efficient performance of services. DCRSD responsibilities include:

- Review submissions and provide comments to Design-Builder.
- Furnish existing studies and available data and information regarding the project, including record drawings, existing preliminary studies, existing operating data and information.
- Provide access to the project site and any necessary easements.
- Obtain regulatory approvals and permits DCRSD is responsible for, and assist Design-Builder in obtaining regulatory approvals and permits it is responsible for.

**Design-Builder:** The Design Builder will cooperate with DCRSD and will provide in a timely manner the Phase One and Phase Two services necessary to complete the project specified in this RFP. Design-Builder responsibilities include:

- Perform studies and gather data required for design.
- Prepare design and construction documents.
- Supervise subcontractors and Design-Builder personnel.
- Obtain certain regulatory approvals and permits.
- Conduct performance testing.
- Maintain site security.
- Implement quality-management procedures.
- Implement project health and safety practices.

**DCRSD's Criteria Engineer:** The Delaware County Sanitary Engineer will be the Criteria Engineer of Record with the Ohio Facilities Construction Commission (OFCC). The DCRSD may

also enter into a contract with a Professional Engineering Firm to assist the County with the following tasks:

- Assist in procurement of the Design-Build Team.
- · Review the Basis of Design Report.
- Review Design Submittals.
- Develop parallel cost estimates.
- Participate in design-builder's GMP and Phase Two contract negotiations.

### 4. Procurement Process

### 4.1 Acknowledgement of RFP

Each Respondent shall provide DCRSD an acknowledgement if they received the RFP and if they plan to submit a Proposal by **June 4, 2020**. Such acknowledgement shall identify and provide full contact information for the Respondent, who shall be the Respondent's single point of contact for the receipt of any future documents, notices and addenda associated with this RFP. Such acknowledgement must be sent in writing and a copy electronically transmitted to DCRSD Contact person.

#### 4.2 Communication and DCRSD Contact

All questions and inquiries concerning this RFP shall be directed to Brad Stanton at bstanton@co.delaware.oh.us or at 740-833-2249. All communications shall be submitted in writing by email, and shall specifically reference the RFP.

The deadline for questions is contained in the Procurement Schedule. All questions and responses will be published to all Proposers by addendum.

No oral communications from the DCRSD Contact or other individuals are binding.

### 4.3 Procurement Schedule

The current procurement schedule is as follows:

Issue RFP	5/28/20
Proprietary Meetings	6/16/20
Deadline for Questions	6/25/20
Final Addenda Issued	7/2/20
Submittal of Proposals Due	7/16/20
Interviews	7/28/20
Design-Builder Selections	8/4/20
Commissioners' Approval	8/13/20

### 4.4 Proprietary Meeting

The County will conduct individual, proprietary pre-proposal meetings with the Design-Builders. Attendance at this meeting is recommended, but not required. The Proprietary Meetings will be held on **Tuesday**, **June 16**, **2020**, at the OECC Conference Room, the time of each meeting will be arranged by the County's Contact person.

### 5. Proposal Submission Requirements

#### 5.1 Submittal Location and Deadline

Six (6) paper documents (one (1) original and five (5) copies), as well as one (1) electronic version of the Proposal on a USB drive in PDF format, must be received no later than **Thursday**, **July 16**, **2020 at 12:00PM**, and addressed to:

Delaware County Regional Sewer District Attn: Brad Stanton 50 Channing Street Delaware, Ohio 43015

Each Respondent assumes full responsibility for timely delivery of its Proposal at the required location. Any Proposal received after the submittal deadline will be deemed nonresponsive and returned. All requirements outlined in this and related documents must be completed. A Proposal submitted without complete minimum information requested may be considered non-responsive and excluded from consideration for further consideration.

The DCRSD will not accept or consider a Proposal that is late. It is the respondent's responsibility to ensure proposals are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late submissions. Respondents shall be responsible for the actual delivery of the Proposal to the appropriate department identified in this document.

The DCRSD may delay or modify scheduled event dates if it is to the advantage of the DCRSD to do so. The DCRSD will notify potential Respondents of all changes in scheduled due dates by posting any change in the form of an Addendum available on the DCRSD website and by email.

### **5.2 Proposal Submission Format**

The submission shall not exceed fifty (50) total pages (most or all 8  $\frac{1}{2}$  x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, resumes, required forms and appendices.

### **5.3 Proposal Submission Content**

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

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

- Transmittal Letter
- Part 1 Executive Summary
- Part 2 Project Technical Approach
- Part 3 Draft Progressive Design-Build Contract
- Part 4 Fee and Rate Proposal
- Part 5 Updated SOQ
- Appendix A Progressive Design-Build Contract Markup
- Appendix B Fee and Rate Proposal
- Appendix C Additional Resumes

#### 5.3.1 Transmittal Letter

Respondents must submit a transmittal letter on the Respondent's letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The Transmittal Letter shall briefly introduce the Design-Build Entity and indicate the design-build entity's interest in this project as well as a statement indicating that the contents of the submittal are true and actual. The transmittal letter must include the name, address, phone number and email address for the Respondent's Contact and must specify who would be the Design-Builder's proper, legal signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Proposer.

### 5.3.2 Part 1 – Executive Summary

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

### 5.3.3 Part 2 – Project Technical Approach

Proposer shall provide a conceptual description of the Design-Builder's approach for managing and performing the required services during Phase One and Phase Two of the Project. The following items shall be addressed:

- Provide a Project-specific approach to preconstruction quality control, risk mitigation and cost-control during Phase 1 services.
- Describe the critical Preconstruction issues for this Project and how you will address those issues.
- Describe your strategy for packaging and scheduling bidding and ensuring that scopes of Work of the various Subcontractors are coordinated, and all requirements for the Project have been assigned to the appropriate Subcontract.
- Provide the number, scope, and schedule of anticipated construction packages for the construction scope of work, identifying any anticipated self-performed work.
- Describe how the design-build team will interface with the personnel from the County during construction and close-out phases.
- Describe the design-build team's ability to manage the project schedule and team activities in a timely manner including reviews and permit approvals.

- Describe the process for developing the GMP proposal, including the amount of contingency.
- Identify key risk elements associated with the Facilities Plan recommendations and in particular those that have a potential impact on the project budget and DCRSD's objectives outlined in Section 1.3.
- Describe the Design-Builder's overall approach to the project including project meetings, facilities plan validation, preliminary design report development, design review, comment protocols and a description of how the design-build ream will interface with the County during the design phase.

### 5.3.4 Part 3 – Progressive Design-Build Contract Markup

The Proposal must include in Appendix A (Progressive Design-Build Contract Markup) a detailed markup of the Draft Progressive Design-Build Contract (including its attachments), setting forth any and all revisions requested by the Design-Builder. It is expected that the County will undertake negotiations of the Progressive Design-Build Contract, the Progressive Design-Build Contract Markup will be treated as a de facto offer that the County can accept as is, resulting in a binding contract between the Design-Builder and County without further negotiations or revision.

Part 3 of the Proposal shall describe the significant revisions, if any, included in Appendix A (Progressive Design-Build Contract Markup) and explain the rationale for such revisions and the associated benefits to the County. The Design-Build teams are encouraged to suggest revisions that would efficiently allocate risk, improve the parties' understanding of risk allocation, and improve clarity of any terms of the Draft Progressive Design-Build Contract where ambiguities or uncertainties may arise in their application or interpretation.

The County is not obligated to accept any of the requested exceptions, modifications, additions, etc. submitted by the Design-Build team in the Progressive Design-Build Contract Markup when negotiating the Progressive Design-Build Contract. The County may also request additional revisions during negotiations and before finalizing the Progressive Design-Build Contract.

Design-Build Teams are encouraged to carefully review RFP Attachment D (Draft Progressive-Build Contract) and to submit written questions and comments by the deadline specified in Section 4 of the RFP. Based on its assessment of the comments submitted, the County, at its sole discretion, may modify the Progressive Draft Design-Build Contract via addenda. The County therefore anticipates that this review and comment process will substantially reduce the need for extensive post-selection negotiation.

### 5.3.5 Part 4 – Fee and Rate Proposal

The Proposer must complete the RFP Attachment F (Fee and Rate Proposal Form) with all required fee information and include it as Proposed Appendix B (Fee and Rate Proposal). The scope of Design-Builder services for which pricing is required is defined in RFP Attachment B (Scope of Design-Builder Services).

The Proposer shall submit the last five years of wastewater project bid totals and how they compared to the low bidder for the project if Proposer was not the successful bidder.

### 5.3.6 Part 5 – Updated SOQ

Proposer shall confirm that the statement of qualifications (SOQ) submitted in response to the request for qualifications is incorporated as part of the Proposal; it should include any proposed changes to the SOQ. Proposal Appendix C (Resumes) should include resumes for any additional or new personnel that may be proposed. Any such changes to the SOQ, however, are subject to acceptance or rejection by the County, at its sole discretion.

# 6. Proposal Evaluation and Selection

#### 6.1 General

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

### 6.2 Responsiveness

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the County's evaluation committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

### 6.3 Comparative Evaluation Criteria

The County's evaluation committee will evaluate and rank the responsive Proposals and the interviews by applying the weighted comparative evaluation criteria set forth below.

•	Experience and capabilities	
	<ul> <li>Design-Builder/other Firms</li> </ul>	35%
•	Organization, Management and Safety	15%
•	Project Approach	30%
•	Actual Bids vs. Awarded Bids	5%
•	Fee and Rate Proposal	15%

In ranking the proposals, the evaluation committee will utilize a 100-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above. The evaluation committee will apply the non-price evaluation and complete its awarding of the non-price criteria points before opening the sealed envelope containing the fee and rate proposal.

### 6.4 Evaluation and Selection

The Proposals shall be evaluated and assigned points in accordance with the requirements of the request for proposal. After the evaluation process is complete, the County will notify Proposers of the rankings.

### 6.5 Cancellation and Rejection

The DCRSD (Owner) reserves the right to reject all proposals and cancel at any time for any reason this solicitation, any portion of this solicitation or any phase of the Project. The DCRSD shall have no liability to any proposer arising out of such cancellation or rejection. The DCRSD reserves the right to waive minor variations in the selection process. Acceptance of a proposal shall not constitute an agreement between the submitter and the DCRSD.

### **6.6 General Submittal Information**

Electronic submittals shall be combined into <u>one PDF</u> file named with the project name listed on the RFP and the firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer.

Facsimile or e-mailed copies of the statement of qualifications will not be accepted.

Unless otherwise noted or exempt, all documents submitted to the DCRSD in response to this RFP are public and will be available for inspection at the conclusion of the selection process. Subject to the applicable Ohio public records law, the following information will remain confidential and will not be released: (1) Financial Capacity; and (2) Bonding/Insurance.

Under no circumstance will the DCRSD be responsible for any costs incurred by anyone in (a) the submittal of qualifications, (b) in any subsequent follow up to the submittal, (c) in any subsequent negotiations of a contract, or (d) in any other aspect of the effort to select the Design-Builder team.

Project Name	OECC Upgrades Project
Proposer Firm	
City, State, Zip	

Selection Criteria			Score	
1. Design-Build Experience and Capabilities (Maximum 35 points)				
a. Builder (Contractor)	Experience / ability of Builder	0 - 20		
b. Designer (Consultant)	Experience / ability of Designer	0 - 15		
2. Design-Builder Organization, Manageme	ent and Safety (Maximum 15 points)			
a. Team organization	Clarity of responsibility / communication demonstrated by table of organization	0 - 5		
d. Budget and schedule management	Performance in completing projects within original construction budget and schedule	0 - 5		
e. Safety and Risk Mitigation Practices	Work site Safety Policies	0 - 5		
3. Project Approach (Maximum 30 points)				
a. Description of Technical Services	Approach for managing and performing scope of services	0 - 30		
4. Fee and Rate Proposal (Maximum 20 points)				
a. Actual Bids vs Awarded Bids		0 - 5		
b. Fee/Rate		0-15		
	TOTAL			

Notes:	Evaluator:	
	Name	
	Signature/Date	

### **Section 7. Standard Terms and Conditions**

The following terms and conditions must be agreed to by the selected design-builder and are hereby made a part of the contract entered into between Delaware County and the selected design-builder, unless specifically modified in writing.

### 7.1 Services Provided by Design-Builder

- 7.1.1 The Design-Builder will provide "Services" in connection with the following "Project":
  - Progressive Design-Build services for process treatment improvements construction, design and equipment selection at the Olentangy Environmental Control Center.
- 7.1.2 The Design-Builder shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 7.1.3 Services are defined in and shall be rendered by the Design-Builder in accordance with the following documents.
  Progressive Design-Build Agreement

### 7.2 Supervision of Services

- 7.2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.
- 7.2.2 The Sanitary Engineer or her designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

### 7.3 Agreement and Modifications

7.3.1 The Progressive Design-Build Agreement, and those documents incorporated reference herein, shall constitute the entire understanding and agreement between the County and the Design-Builder, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

### 7.4 Suspension or Termination of Agreement

- 7.4.1 The County, upon written Notice as specified in Section 7.2, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Design-Builder shall immediately suspend or terminate Services, as ordered by the County.
- 7.4.2 In the case of Termination, the Design-Builder shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

### 7.5 Change/Additions in Scope of Services

7.5.1 In the event that significant changes to the Design-Build Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changes beyond those originally contemplated by the Design-Build Agreement. Any subsequent modifications to this agreement shall be approved by both parties.

### 7.6 Ownership

- 7.6.1 Upon completion or termination of the Design-Build Agreement, the Design-Builder shall provide copies, if so requested, to the County of all documents or electronic files produced under this Design-Build Agreement.
- 7.6.2 The County shall ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 7.6.3 This section does not require unauthorized duplication of copyrighted materials.

### 7.7 Change of Key Design-Builder Staff; Assignment

- 7.7.1 The Design-Builder shall immediately notify the County, in writing, of any change to key Design-Builder staff or sub-consultants assigned to the Services as contemplated at the time of executing a Design-Build Agreement.
- 7.7.2 The Design-Builder shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

### 7.8 Indemnification

7.8.1 The Design-Builder shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgements or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Design-Builder, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

### 7.9 Insurance

7.9.1 <u>General Liability Coverage:</u> Design-Builder shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractor, if any.

- 7.9.2 <u>Automobile Liability Coverage:</u> Design-Builder shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.9.3 <u>Workers' Compensation Coverage:</u> Design-Builder shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.9.4 Professional Liability Insurance: Design-Builder hereby agrees to maintain, and require its sub-consultants to maintain, professional liability insurance for the duration of the agreement hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.9.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Design-Build Agreement in the policies required by Subsections 7.9.1 and 7.9.2. Design-Builder shall require all of its subcontractors to provide like endorsements.
- 7.9.6 Proof of Insurance: Prior to the commencement of any work under this Design-Build Agreement, Design-Builder, and all of its sub-contractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Design-Build Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Design-Builder will replace certificates for any insurance expiring prior to completion of work under this Design-Build Agreement.

### 7.10 Miscellaneous Terms and Conditions

<u>Prohibited Interests:</u> Design-Builder agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Design-Build Agreement or the proceeds thereof. Design-Builder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Design-Build Agreement, without the prior express written consent of the County.

Independent Contractor: The Parties acknowledge and agree that Design-Builder is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Design-Builder also agrees that, as an independent contractor, Design-Builder assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Design-Builder hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

<u>Governing Law:</u> This Design-Build Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Design-Build Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

<u>Headings:</u> The subject headings of the Sections and Subsections in this Design-Build Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. The Design-Build Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

<u>Waivers:</u> No waiver of breach of any provision of this Design-Build Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Design-Build Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

<u>Severability:</u> If any item, condition, portion, or section of this Design-Build Agreement or the application thereof to any person, premises, or circumstances shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Design-Build Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

<u>Findings for Recovery:</u> Design-Builder certifies that it has no unresolved findings for recovery or issued against it by the State of Ohio.

<u>Authority to Sign:</u> Any person executing this Design-Build Agreement in a representative capacity hereby warrants that he/she has authority to sign this Design-Build Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

County Policies: The Design-Builder shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor's Safety Policy. The Design-Builder shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Design-Build Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate the Design-Build agreement for failure of the Design-Builder to comply with this subsection. Copies of applicable policies are available upon request or online at <a href="http://www.co.delaware.oh.us/index.php/policies">http://www.co.delaware.oh.us/index.php/policies</a>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

<u>Drug-Free Workplace:</u> The Design-Builder agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Design-Builder shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the

work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

<u>Non-Discrimination/Equal Opportunity:</u> In the performance if this Contract, and as an express condition thereof, the Design-Builder agrees to be bound by the following:

- (A) That, in the hiring of employees for the performance of work under the contract or any subcontract, Design-Builder, any subcontractor, or any person acting on Design-Builder's or subcontractor's behalf, by reason of race, creed, sex, disability, or military status as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
- (B) That Design-Builder, any subcontractor, or any person on Design-Builder's or subcontractor's behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability, or military status as defined in section 4112.01 of the Revised Code, or color.
- (C) That there shall be deducted from the amount payable to the Design-Builder by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;
- (D) That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.
- (E) That the Design-Builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, including, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection or training, including apprenticeship, consistent with the requirements of this Non-Discrimination Clause and all applicable federal, state, and local laws and regulations regarding non-discrimination and equal opportunity employment. The Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Non-Discrimination Clause.

The Design-Builder further affirms that it will incorporate, or cause to be incorporated, this Non-Discrimination Clause into any construction subcontract.

### **Attachment A**

### **Definition of Terms**

The definition of capitalized terms used in this RFP are listed below;

**Builder** – The Design-Builder or other firm (such as subcontractor or joint venture partner) that will provide construction services and have responsible charge of construction of the project.

**Designer** – The Design-Builder or other firm (such as subcontractor or joint venture partner) that will provide professional design services and have responsible charge of the design, including preparation of the construction documents.

**Design-Builder** – The firm that will enter into the Progressive Design-Build Contract with the DCRSD (Owner) and that will be the single point of accountability to the Owner for delivering the services and the Project.

**Key Personnel** – The individuals, employed by Design-Builder or other firm included on the Project Team, who will fill certain roles in delivery of the Project and related services by the Design-Builder, including the following positions: project manager, safety manager, design manager, and construction manager.

**Minimum Qualification Requirements** – The requirements set forth in Subsection 6.3 of this RFP that, at a minimum, must be satisfied (or waived by the DCRSD) in order for the RFP to be evaluated and ranked according to the comparative criteria.

Owner – Delaware County Regional Sewer District (DCRSD)

**Project** – Olentangy Environmental Control Center (OECC) Headworks and Aeration Upgrades

**Project Team** – The Design-Builder, Key Personnel and any additional firms (such as subcontractors and sub-consultants) included in the RFP.

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

### **Attachment B**

# **Scope of Design-Builder Services**

Listed below are typical services the Design-Builder will be expected to be able to perform for the project.

# General Services Included in Phase One and Phase Two (Preconstruction and Construction) Services shall include:

- The preparation, submission and maintenance of a Project Management Plan which the Design-Builder shall provide components, including: Personnel Plan, Communication Plan, Project Schedule, Cost Estimate Model, Construction Execution Plan, Start-up and Commissioning Plan, Permitting Plan, Quality Management Plan, Environmental Management Plan, Safety Plan, and an Emergency Response Plan.
- 2. The Design-Builder shall submit a printed copy and electronic copy (PDF format) of the Project Management Plan to the DCRSD Representative.
- 3. A Project Schedule shall include schedule information for the first and second phases of the Project as identified in the Draft Progressive Design-Build contract.
- 4. Monthly Status reports and schedules shall be provided with payment applications. Status reports shall describe activities performed during the reporting period, anticipated activities during the next reporting period and any problems or anticipated issues that will impact Project scope, schedule or budget. The Project Schedule shall be cost loaded and automatically generated by Procore software. DCRSD recently implemented Procore construction management software for the administration of construction projects. The software is used for the tracking of submittals, RFI's and all construction reporting activities (https://www.procore.com).
- 5. The Design-Builder shall conduct bi-monthly in-person meetings with key personnel with DCRSD to update the Project participants on the design, project schedule, and constructability review and project scope conformance. Call-in conference meetings may also be acceptable at the discretion of the DCRSD.
- 6. Coordinate with DCRSD on all communications with Key Regulatory Agencies.

### Phase One (Preconstruction) Services will generally include:

- 1. Complete the Basis of Design Report. The report will be include validation of the OECC Facilities Plan based on key risk elements with the potential to impact the project budget and DCRSD's objectives outlined in Section 1.3 above. The BODR will document the recommended treatment alternatives and process equipment after this validation is complete. The BODR shall consider the layout of the facility for the ultimate buildout of 12 MGD.
- Provide Key Personnel Plan and all other associated personnel necessary to fully meet the Design-Builder obligations for Preconstruction Phase Services including but not limited to pre-construction and construction project manager(s), lead estimator, lead scheduler, procurement lead, QA/QC lead and all other associated personnel necessary to fully meet the Design-Builder's obligations for Phase One services.
- 3. Project Communication Plan that defines methods of communication between all project participants and review project expectations.
- 4. Develop, implement and maintain a quality management plan that assures conformance with the project specifications and the surveillance of design and construction to ensure error-free work.
- 5. Provide an environmental management plan detailing programs to ensure compliance with permits and regulations applicable to the Project including, but not limited to, the Environmental Site Assessment of the Project Site.
- 6. Participate in the Project kick off meeting for Preconstruction Phase Services with the Design-Builders key personnel including the project manager, superintendent(s), quality control manager, lead scheduler, safety officer, lead estimator and/or procurement specialist.
- 7. Provide the DCRSD with an evaluation of Progressive Design Build contract agreements (e.g., lump sum versus GMP).
- 8. Develop a permitting plan that identifies all construction related permits to be obtained by Design-Builder, any other permits the Owner may desire the Design-Builder to be responsible for managing on its behalf, and other necessary permits identified in the Agreement.
- 9. Develop a site investigation plan to include all necessary utility location investigations, geotechnical studies, site condition assessments related to areas of the site that will impact the plan for construction.
- 10. Participate in a formal partnering session with key personnel including the project manager, superintendent(s), quality manager, lead scheduler, safety office, lead

- estimator and/or procurement specialist shall participate in a formal partnering session with DCRSD.
- 11. Develop protocol for additional investigations for review by DCRSD prior to completion of the Basis of Design Report. Conduct investigations necessary to satisfy and complete development of design criteria and technical requirements.
- 12. Design-Builder shall provide a 90% design submittal with intermediate design submittals including schematic, 30%, 60% and 90% design milestones.
- 13. Attend review workshops with key personnel to consult on the design documents and to provide constructability review of the schematic, 30%, 60% and 90% design plans and specifications.
- 14. Incorporate the DCRSD's Engineering, and Operations and Maintenance staff review comments into the design and construction of the Project.
- 15. With the DCRSD's staff, perform on-going value engineering reviews to minimize project cost and maximize flexibility and maintainability.
- 16. Identify, evaluate and propose innovative solutions/alternatives to minimize project cost and schedule.
- 17. The Design-Builder shall perform detailed construction cost estimates at the Basis of Design Report, 30%, 60%, and 90% design review milestones and reconcile the cost estimates with the cost estimates from the OECC Facilities Plan.
- 18. Prepare and Update Critical Path Method (CPM) project schedules at a monthly basis and at the Basis of Design Report, 30%, 60% and 90% design review milestones.
- 19. Develop and maintain a project cost estimate model that will be used during Phase One services to validate conformance with the Project budget.
- 20. Identify long-lead equipment procurement requirements.
- 21. Prepare all necessary Bids/Proposals packages for construction and equipment.
- 22. Develop a Procurement and Buyout plan which maximizes competitive bidding by subcontractors, equipment vendors and suppliers.
- 23. Develop and submit recommendations for the award of the subcontractors to construct the Project.

- 24. Clearly identify Work packages that the Design-Builder intends to bid with the intent to self-perform the work in the Procurement Plan.
  - a. The County or the Progressive Design-Builder, at the County's discretion, shall publish a construction services bid notice as may be determined by Delaware County Regional Sewer District. Each construction services bid notice shall include the request for bids and other bidding information prepared by the design-builder and the County. The County may allow the design-builder to self-perform construction services provided the construction manager or general contractor submits a bid proposal under the same conditions as all other competing firms. At the time for opening the bids, the design-builder shall evaluate the bids and shall determine the lowest responsible bidder except in the case of the self-performed work for which the County shall determine the lowest responsible bidder. The design-builder shall enter into a contract with each firm performing the construction services for the project.
- 25. The Design-Builder must solicit and publicly conduct trade contractor or subcontractor bidding and proposals for all major elements of the construction work estimated at greater than \$100,000, and for material suppliers for the Project, unless incorporated above or otherwise exempted. Design-Builder's final selection of bids and proposals may be on the basis of best value with consideration of price. [Per the General Conditions Contract (DBIA Document No. 535) Article 2 Section 2.7.3, the Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.]
- 26. Prepare a detailed Guaranteed Maximum Price (GMP) proposal (including line item cost breakdowns for self-performed work, subcontracted work, contingency and allowances) at 90% design review milestone. A preliminary GMP shall be prepared at the 60% design review milestone. GMP proposal shall also include a detailed CPM schedule, description of assumptions, clarifications, exclusions and qualifications. The GMP proposal shall with conditions, assumptions and contingency be presented and negotiated in an open book manner with the DCRSD.
- 27. Attend a GMP negotiation and finalization meeting to present and review the completion of the GMP proposal to the DCRSD.

### Phase 2 (Construction) Services will generally include the following:

- 1. Prepare completed and approved design documents to be utilized for construction of the Project.
- 2. Develop a construction emergency response plan.
- 3. Prepare and submit a construction site safety plan.
- 4. Attend and participate in the Project kick off meeting for the Construction Phase Services.
- 5. Complete and perform all construction of the project work in strict accordance with all applicable Contract Documents.
- 6. Coordinate and manage the project work that includes all required appurtenances, necessary site improvements, and all other work required to make a complete and operable system within the Guaranteed Maximum Price and within the terms of the contract schedule.
- 7. Coordinate with local and state agencies during the construction of the project, as necessary.
- 8. Provide the Performance Bond and Payment Bond (s) as required by the contract.
- 9. Implement the construction site safety plan to provide a safe working site for the Project.
- 10. Develop and implement with equipment manufacturers or representatives performance testing for the project.
- 11. Conduct a pre-construction meeting with all contractors, sub-contractors, and the DCRSD prior to the start of the project construction.
- 12. Obtain approval of all necessary construction permits prior to the start of project construction.
- 13. Implement the Procore Software to track, expedite and process all submittals, change orders, and requests for information. Once a submittal is approved, as noted or otherwise, information regarding the status of the submittal shall be updated on Procore.
- 14. Submit construction shutdown/outage request plan.

- 15. Maintain, monitor and update the Critical Path Method schedule prepared during the preconstruction phase and prepare two week look-ahead work schedules consistent with the overall schedule.
- 16. Conduct bi-monthly progress meetings with the DCRSD staff and provide written bi-monthly progress reports and an updated project schedule.
- 17. Maintain updated hard copies of the project submittals and record drawings, including all subcontracted work, and submit monthly in hard copy, PDF and electronic format.
- 18. Develop, implement and manage a commissioning, start-up and testing plan as required for project acceptance and operation.
- 19. Develop and submit electronic Operation and Maintenance Manuals.
- 20. Supervise and manage the project warranties provided to the DCRSD for the equipment and construction work; and perform warranty work during the project warranty period.
- 21. Implement all project close out procedures.

### **Attachment C**

### **Project Background Documents**

- 1. Olentangy Environmental Control Center Facilities Plan: Alternatives Analysis Report, Hazen and Sawyer, April 2019
- 2. Olentangy Environmental Control Center As-built Plans.
- 3. Olentangy Environmental Control Center Motor Control Centers Upgrade Plans, AECOM
- 4. Olentangy Environmental Control Center: Bio-Win Modeling Data, Hazen and Sawyer

### **Attachment D**

# **Draft Progressive Design-Build Contracts**

DBIA Document No. 530, Standard Form of Preliminary Agreement between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price, 2010.

DBIA Document No. 535, Standard Form of General Conditions of Contract between Owner and Design Builder, 2010.

### Attachment E:

### **Project Technical Requirements**

### 1. Introduction

The Olentangy Environmental Control Center (OECC) is owned and operated by the Delaware County Regional Sewer District. The OECC is located at 10333 Olentangy River Road, Powell, Ohio 43065 and operates under Ohio EPA Permit No. 4PK00001\*KD. The OECC is an advanced wastewater treatment facility with a permitted design flow of 6.0 million gallons per day. The OECC was originally constructed in 1980, with the most recent major upgrade occurring in 2009. The OECC processes and major equipment include the following:

- Influent pumping
- Bar screens
- Comminution
- Activated sludge conventional
- Combined biological nitrification and BOD removal
- Biological denitrification
- Secondary clarification with ferric chloride addition
- Mixed media filter
- Ultraviolet disinfection
- Post aeration

### 1.1 Background and Purpose

The Olentangy Environmental Facilities Plan: Alternatives Analysis Report was completed by Hazen and Sawyer in 2019 that included recommended upgrades for the Delaware County Regional Sewer District OECC. The Facilities Plan is a summary of selected alternatives for the future process upgrades at the OECC, the Plan is provided in the Request for Proposals (RFP, Project Background Documents). The opinions of the probable construction costs are presented in 2018 dollars.

The projects selected from the Facilities Plan for design and construction have been prioritized to be included in the 6 MGD Improvements and Capacity Expansion project. These upgrades will resolve plant processes of immediate needs for the operation of a 6 MGD wastewater facility. The Capacity Expansion projects are generally planned to be completed within the next twenty years based on County wide growth-related needs, regulatory requirements, or to offset increased operation and maintenance costs.

### 1.2 General Requirements

This project will consist of the following:

- Completion of a Basis of Design Report.
- Completion of the project design plans with GMPs at 60% and 90% design submittals.
- Development of a site investigation plan to include utility locations, geotechnical studies, and site condition assessments.
- Process Improvements
  - Headworks Facility (36 MGD capacity)
    - Influent pumping Dry-pit submersible vs Conventional submersible
    - Coarse screening upstream vs downstream of influent pump station
    - New vac pad
- South Aeration System Upgrades
  - Mixing equipment Compressed air vs Hyperboloid
  - Diffuser equipment Panel vs Tubes with DO-based control strategy
  - o Aeration blower upgrades Air or Mag bearing vs Hybrid
  - o RAS Improvements Direct connect RAS pumps to clarifiers
- Additional Improvements
  - o Odor Control Allowance
  - Design of new headworks facility for future upgrades to include influent EQ and grit removal.

### 2. Background

### 2.1 Geotechnical Exploration

Included in the Facilities Plan is a geotechnical report completed by S&ME, Inc., Dublin, Ohio. The intent of the geotechnical report was to obtain subsurface information to for the intent to characterize the subsurface conditions at the OECC site and to develop recommendations regarding site preparation, foundation design, and related construction issues.

The geotechnical exploration reports contains general considerations for the recommended improvements. Additional geotechnical studies shall be completed during the phase one of the project and be included in the Basis of Design Report.

### 2.2 Permits

The following is a list of permits necessary for the Design-Builder to obtain for the project:

- OEPA Permit-to-Install
- OEPA NPDES Construction General Permit
- Delaware County Building Permit

### 2.3 Standards

The Design Builder will follow standards as describe in the Delaware County Regional Sewer District General Conditions and Construction and Material Specifications.

### 2.4 Record Drawings

Available record drawings are detailed in the RFP Attachment C – Project Background Documents. The record drawings will be made available to each of the short-listed Design- Build Teams.

Technical data contained in the reference documents, including but not limited to dimensions, locations and conditions of existing surface and subsurface structures, roadways, underground utilities owned by the Owner, piping, raceways, equipment, and other items shown or indicated may not accurately, correctly, or reliably reflect actual conditions. The Design-Builder shall be responsible for confirming all technical data, interpretations, or opinions contained in any referenced drawings.

Each Design-Builder assumes full responsibility for any conclusions or interpretations related to the physical conditions which may be encountered based on the information or data made available, or those additional examinations, explorations, or studies made or obtained by the Design-Builder.

# **Attachment F:**

## Fee and Rate Proposal Form

# Delaware County OECC Headworks and Upgrades Project RFP Attachment – Fee and Rate Proposal Form

Project	Description	Dollars or
Phase	·	Percentage
	Engineering fee for Basis of Design Report and Facilities Plan	\$
	Validation	
	Engineering fee for 30% design milestone	\$
	Engineering fee for 60% design milestone	\$
	Engineering fee for 90% design milestone	\$
	Preconstruction services fee including GMP development and	\$
	subcontractors	
	TOTAL	\$
	Home office overhead	%
	(as a percentage of direct and indirect costs)	
	Field office overhead	%
	(as a percentage of direct and indirect costs)	
	General Conditions	%
	(as a percentage of direct and indirect costs)	
	Profit	%
	(as a percentage of direct and indirect costs)	