



**DeKalb County  
Department of Purchasing and Contracting**

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Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

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**January 7, 2019**

**INVITATION TO BID (ITB) NO. 18-101044**

**CONSENT DECREE - DESIGN BUILD SERVICES (DBS) FOR GRAVITY SEWER  
REHABILITATION, REPLACEMENT AND CONSTRUCTION PACKAGE NO. 4**

**DEKALB COUNTY, GEORGIA**

Procurement Agent: Willie Moon  
Phone: (404) 371-7021  
Email: wmoon@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: **January 9, 2019 and January 16, 2019**  
(Bidders must attend 1 meeting on either **4572 Memorial Drive, Decatur, Georgia 30032**  
of the dates listed.) **Main Conference Room - A**  
**(Meetings are held at 10:00 a.m. and 2:00 p.m.)**  
**Video Conference: Utilize the link supplied on our webpage**  
**labeled "DeKalb First LSBE Video Meeting"**

Pre-Bid Conference and Site Visit: January 15, 2019, 10:00 A.M. ET - Mandatory  
4572 Memorial Drive, Conference Room B  
Decatur, GA 30032.

Deadline for Submission of Questions: 5:00 P.M. ET, January 22, 2019

Bid Opening: 3:00 P.M. ET, March 12, 2019

Price Schedule Opening: 3 – 5 Business days after Bid Opening

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**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE  
DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY  
GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY  
AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.**

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## ACKNOWLEDGEMENT OF BIDDER

I \_\_\_\_\_ have had the opportunity to review and have reviewed this Bid Document Package dated \_\_\_\_\_, 20\_\_ in its entirety and I agree that it is accurate and complete. I \_\_\_\_\_ am duly and properly in office and I am fully authorized and empowered to execute this Acknowledgement for and on behalf of the Contractor.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Federal Tax I.D. Number

### ATTEST:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

## INSTRUCTIONS TO BIDDERS

### GENERAL

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on the 12<sup>th</sup> day of March, 2019, for **ITB 18-101044** according to the Drawings and Specifications entitled **Consent Decree-Design Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 4** on file in the and the Department of Purchasing and Contracting, The Maloof Center, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030.

Bid Price Forms shall be opened and read aloud 3 to 5 business days after Bid Opening Date. Sealed Bids shall be submitted on the form furnished by the County and shall be submitted in **triplicate**, designated as original or copy. **SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE BIDDER'S UNIT PRICE FORM) STAMPED "ORIGINAL" AND TWO SEALED IDENTICAL COPIES STAMPED "COPY" OF THE BID PACKAGE TO THE ADDRESS LISTED ABOVE.**

Bids will be considered only from experienced and well-equipped contractors. Prior to beginning construction, the successful Bidder will file with the County a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the County; and furnish satisfactory proof of carriage of the insurance required.

### PRE-QUALIFIED BIDDERS

The following bidders are pre-qualified to submit bids for the Project:

- Garney Companies, Inc.
- Layne Inliner, LLC
- Brown and Caldwell Constructors, Inc.
- Insituform Technologies, LLC
- Western Summit Constructors, Inc.
- John D. Stephens, Inc.

### SUBMITTING BIDS

Bids are to be submitted on the proper unaltered forms, and shall be addressed to the DeKalb County Department of Purchasing and Contracting, The Maloof Center, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030, sealed, dated and enclosed in an envelope or package appropriately marked on the outside with the name of the Bidder, the date and hour of opening, and the Invitation to Bid Number and Project Name.

**FAILURE TO SUBMIT THE BIDDER'S UNIT PRICE FORM IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.**

It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

**PRICE SCHEDULE OPENING**

Any references to “Bid Form”, “Bid Price Form”, “Price Form” or “Bidder’s Unit Price Form” is referring to the Bidder’s Unit Price”.

Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

**BUSINESS LICENSE**

Upon award of the contract, successful Bidder shall submit a copy of its valid company business license. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If Bidder is a joint venture, Bidder shall submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Bidder holds a professional license, then Bidder shall submit a copy of the valid professional license. Any license submitted in response to this requirement shall be maintained by the Bidder for the duration of the contract.

**UTILITY SYSTEMS CONTRACTOR'S LICENSE**

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its or its subcontractor’s Georgia Utility Systems Contractor’s License, Utility Manager’s Certificate, and Utility Foreman’s Certificate with its Bid. All licenses and certificates must be issued in the name of the person or entity that will perform the utility work. If a subcontractor’s Georgia Utility Systems Contractor’s License is submitted with the Bid, the subcontractor must be listed as such on the appropriate Bid Bond Acknowledgement Form. All licenses and certificates must be current, valid, and

issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format will result in the proposed Bid being deemed non-responsive.

### **GEORGIA PROFESSIONAL ENGINEERING LICENSE**

The awarded Design-Builder shall be responsible for the design and construction of all facilities in accordance with the current version of the DeKalb County Department of Watershed Management Design and Construction Standards and all other local, State, and Federal requirements of Governmental Authority. The awarded Design-Builder shall be responsible for preparation of final drawings and specifications signed and sealed by a professional engineer licensed in the state of Georgia.

### **PRE-BID CONFERENCE**

A pre-bid conference will be held 10:00 a.m. on the 15<sup>th</sup> day of January, 2019 at 4572 Memorial Drive, Training Room B, Decatur, GA 30032. Bidders are strongly encouraged to attend and participate in the pre-bid conference and site visit. For information regarding the pre-bid conference and site visit, please contact Willie Moon, Procurement Agent, at 404 371-7021 or wmoon@dekalbcountyga.gov.

### **QUESTIONS, ADDENDA AND INTERPRETATION**

All questions concerning the Project and requests for interpretation of the solicitation may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing via email to wmoon@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests for interpretation received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda. For questions and requests for interpretation after the pre-bid conference, each response shall be given in written addendum, separately numbered and dated, and published on the County website in sufficient time for interested parties to review. **No responses to requests, answers to specification questions, or additional information shall be supplied after “January 22, 2019.”**

### **ACKNOWLEDGMENT OF ADDENDA**

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the Bid. Acknowledgments must be received by the County before the Bid opening time and date. Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. Bidder may call Willie Moon at (404) 371-7021 or send an email to wmoon@dekalbcountyga.gov to verify the number of addenda prior to submission. All addenda issued for this Project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

**AUTHORITY TO SIGN**

If a Bid is submitted by an individual, his/her name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Bidder in the form attached to the Bid Document Package must be executed and submitted with the Bid. If submitted by a joint venture, the Certificate of Authority – Joint Venture in the form attached to the Bid Document Package must be executed and submitted with the Bid. A post office box is not acceptable as a physical mailing address. The legal and proper name of the proprietorship, corporation, or partnership submitting the Bid shall be printed or typed in the space provided on the Certificate of Corporate Bidder.

**BID GUARANTEE TO ACCOMPANY BID**

Each Bid must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the amount of the Bid. The Bid Guarantee may be in the form of an official bank check payable to DeKalb County, or a Bid Bond in the form provided in the Bid Document Package. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

**THE BID GUARANTEE MUST NOT BE INCLUDED IN THE SEPARATE SEALED ENVELOPE WITH THE BIDDER'S UNIT PRICE FORM****VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES**

Bidder shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

**CONTRACTOR'S INSURANCE COVERAGE**

- A. Upon award the Contractor shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee. 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) *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:  
 Employer’s liability insurance by accident, each accident \$1,000,000  
 Employer’s liability insurance by disease, policy limit \$1,000,000  
 Employer’s liability insurance by disease, each employee \$1,000,000
  
- (2) *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:  
 \$1,000,000 per occurrence for bodily injury and property damage liability  
 \$1,000,000 personal and advertising injury liability  
 \$2,000,000 general aggregate  
 \$2,000,000 products-completed operations aggregate  
 \$ 100,000 damage to rented premises (each occurrence)  
 \$ 5,000 medical expense (any one person)
  
- (3) *Umbrella or Excess Insurance.* Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:  
 \$5,000,000 per occurrence  
 \$5,000,000 aggregate
  
- (4) *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.
  
- (5) *Builder’s Risk Insurance Coverage.* DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides “All-risk” form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
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Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

- B. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the County and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- C. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- D. 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.
- E. In addition to procuring and maintaining commercial general liability insurance, automobile liability and commercial umbrella insurance, for the Contract Term, Contractor shall continue to procure and maintain the products-completed operations liability insurance coverage and commercial umbrella insurance after the Work is substantially complete for the entire Contract Term or for the applicable five-year statutory limitation, whichever is greater. For such period of time, all terms and conditions of such coverage shall remain unchanged, including the limits specified herein and the requirement to provide the County with coverage as an additional insured.
- F. 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.

- G. 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.
- H. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

### **CERTIFICATES OF INSURANCE**

- A. 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.
- B. The Contractor agrees to name the County and its officers as additional insured on the commercial general liability insurance, using the ISO Additional Insured Endorsement forms CG20101001 (ongoing operations) and CG20371001 (products-completed operations) forms, or form(s) providing equivalent coverage.
- C. Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor.
- D. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- E. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in the Work.
- F. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.
- G. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

- H. Such certificates should be sent to the County and must identify the “Certificate Holder” as follows:

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

### **OWNER CONTROLLED INSURANCE PROGRAM (OCIP)**

OCIP Insurance Coverage: In connection with the Work, and for the Contractor and those subcontractors deemed eligible by the County for participation, the County will implement an Owner Controlled Insurance Program (“OCIP”), providing certain insurance coverages as detailed herein. The insurance coverages provided by the OCIP apply only to the Work performed on the Project site. The Contractor and its Subcontractors shall provide their own insurance for all off-site activities. The Contractor’s Risk/All Risk Property Insurance component of the OCIP will expressly exclude coverage on Contractor’s and Subcontractors’ machinery, tools, and equipment not destined to become a part of the Project Work.

OCIP Manual of Insurance Procedures: The OCIP coverage provided by the County shall be further detailed in, and the Contractor requirements with respect to the OCIP shall be described in, the General Liability Wrap-up Manual (“the Manual”) to be incorporated into the Contract Documents and to be issued via an Exhibit to the Contract. This Manual Includes information on the following OCIP coverages: Commercial General Liability, Excess Liability, and Builder’s Risk/All Risk Property Insurance.

### **RIGHTS RESERVED**

The County reserves the right to reject any or all Bids, to waive informalities, and to re-advertise. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible. Bidder may be required to submit evidence setting forth qualifications which entitle him to consideration as a responsible Bidder. A list of work of similar character successfully completed within the last ten (10) years, giving the location and size of each project, may be requested. In addition, the Bidder shall submit, upon request by the County, a list of equipment available for use on this Work with its Bid. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and will be cause for rejection as non-responsive. No Bid may be revoked or withdrawn until ninety (90) days after the time set for opening the Bids.

### **COOPERATIVE PROCURMENT**

The County, through Purchasing and Contracting, may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-

months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

### **AWARD OF CONTRACT**

The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the County, price and other factors considered. The County is entitled to make the determination in its sole discretion. The Contract between the County and the Contractor shall be executed in the form attached to the Bid Document Package and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.*

### **FAILURE TO EXECUTE CONTRACT**

The County shall have ninety (90) days after the time set for openings of Bids to notify a Bidder of the County's acceptance of the Bid and its intent to award the Contract to such Bidder. If the County so notifies a Bidder and the Bidder fails to enter into the Contract in the form attached to the Bid Document Package within ten (10) days of receiving such notice, or fails within that time to provide the required Payment and Performance Bonds and proof of required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the County as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder, and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

### **TIME AND LIQUIDATED DAMAGES**

Construction must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed, by signing and inserting the acknowledgement date on the Notice to Proceed. Contractor shall fully complete the Work within **940 calendar days** from and including the acknowledgement date. For failure to complete the Work within this period, the Contractor shall pay the County liquidated damages in the amount of **One Thousand, Five Hundred Dollars (\$1,500.00)** for each day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

### **LOCATIONS AND SITE**

The site of the proposed Work is at the stated location(s) within DeKalb County, Georgia. By submitting a Bid, the Bidder accepts the site in its present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. The Bidder shall, before submitting a Bid, visit the site and acquaint itself with the actual conditions and the location

of any or all obstructions that may exist on the site. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all of the documents comprising the Contract and Bid Document Package. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid. The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the County. If applicable to the Work, all easements and rights-of-way documents are available for inspection in the office of the Department of Watershed Management. The Contractor shall not be entitled to damages and agrees not to make any claim against the County, its officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

### **DEKALB FIRST ORDINANCE**

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>

It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at [pcadmin-ops@dekalbcountyga.gov](mailto:pcadmin-ops@dekalbcountyga.gov) or (404) 371-7051.

### **FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION**

All qualifying Contractors and Subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Bid to be considered, it is mandatory that the Bidder's Affidavit of Compliance with O.C.G.A. §13-10-91 be completed and submitted with the Bid.

**GEORGIA OPEN RECORDS ACT**

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

**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. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment F, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's bid.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3400.

**ETHICS RULES**

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

**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 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.

### **RIGHTS RESERVED - AWARDS**

The County reserves the right to make one (1) award or multiple awards.

### **SAMPLE COUNTY DESIGN & CONSTRUCTION AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER**

The attached sample design & construction agreement is the County's standard contract document, which specifically outlines the contractual responsibilities. All bidders should thoroughly review the document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bidder's bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

## ATTACHMENT A

### SCOPE OF WORK

#### A. GENERAL DESCRIPTION

The Project includes, but is not limited to, the following activities: evaluation of County-provided CCTV footage, cured-in-place pipe lining, pipe and/or manhole point repairs, pipe replacements utilizing either open-cut or pipe-bursting methods, and manhole rehabilitation and/or replacement at various locations within the County as indicated in **Exhibit 3 Technical Drawings**.

The awarded Design-Builder shall prepare drawings and specifications signed and sealed by a licensed Georgia Professional Engineer and shall prepare permit applications and supporting documentation to obtain all permits necessary to construct the Project. The Design-Builder shall provide all labor, materials and equipment necessary to construct and successfully commission each project. Unless otherwise specified, the Design-Builder shall furnish and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for completion of the Project.

The awarded Design-Builder shall be responsible for the design and construction of all facilities in accordance with the 2017 version of the DeKalb County Department of Watershed Management Design and Construction Standards and all other local, State, and Federal requirements of Governmental Authority. Additionally, **Exhibit 1 Guide Specifications** provides the minimum technical standards for the Project and **Exhibit 2 Sewer Rehabilitation Design Guidance (July 2016)** provides design guidance requirements.

#### B. PROJECT INITIATION

The Design-Builder shall:

1. Prepare a draft Project Execution Plan summarizing the project goals and objectives; the Design-Builder project approach; project organization requirements defining resources/staffing plan, responsibilities, contacts, and communication plan; Design-Builder's quality assurance/quality control (QA/QC) plan; project budget, schedule and work breakdown structure; financial tracking procedures; and scope change management process. The project delivery schedule shall be in coordination with County's requirements and milestone dates. Submit for review within 14 calendar days following written Notice to Proceed.
2. Schedule and facilitate a Project Kickoff Meeting with County and Program Manager within 21 calendar days following written Notice to Proceed. At



the meeting review the draft Project Execution Plan and Procedures Manual and discuss Project goals, objectives, and critical success factors. Prepare agenda and submit to Program Manager no later than 7 calendar days before meeting (with draft Project Execution Plan).

3. Comments to the Project Execution Plan shall be delivered to the Design-Builder within 7 calendar days following the Project Kickoff meeting via a Quality Review Form (QRF). Upon receipt of the QRF, the Design-Builder shall respond to review comments in the QRF, revise the draft Project Execution Plan based on the comments received, and submit a final version within 14 calendar days after receipt of review comments.

### **C. PROJECT COORDINATION AND MANAGEMENT**

The Design-Builder shall provide Project coordination and management for the activities including management and monitoring of labor utilization, project schedule, and project budget on a regular basis. It shall be the ongoing responsibility of the Design-Builder to adequately manage and adhere to the task budgets and to submit deliverables to the County on time and in accordance with the contract requirements.

1. **Monthly Progress Reports:** Design-Builder shall prepare and submit monthly progress reports with applications for payment for the Work completed during the prior pay period. The progress reports shall compare earned value to actual expenditures for the month and project duration. Progress reports shall include an updated schedule which will be reviewed by the County and Program Manager and discussed during weekly progress meetings. The status reports will also identify or forecast proposed modifications to the project scope. Key issues requiring County action or direction will also be included. A monthly meeting to review the progress report shall be conducted with County and Program Manager at DWM's Engineering and Construction Management's office.
2. **Change Management:** Design-Builder shall document scope and schedule changes associated with completion of Design-Builder's work and shall provide a status of each item for County and Program Manager review during monthly progress meetings.
3. **Quality Management:** Design-Builder shall perform in-progress quality management reviews to ensure the project objectives are realized. At a minimum, the Design-Builder shall perform the following:
  - a. Designate a quality assurance/quality control (QA/QC) officer to the assessment and design effort that is responsible for implementation of the QA/QC plan, and documentation of QA/QC activities.
  - b. Provide checklists and quality management guidance documents for performance of professional services.
  - c. Require all Design-Builder Project personnel to read the approved Project Execution Plan and be familiar with the Project procedures and requirements.

- d. Perform an internal review of all calculations and deliverables by designated quality management personnel who are approved by the County prior to each submission.
  - e. Record and submit all internal review and comment information on forms submitted with draft deliverables with certification by the Project Manager that submitted information has been reviewed and checked in accordance with the procedures documented.
  - f. Design-Builder shall identify and utilize an individual or individuals on its staff to perform an independent quality control check of the preliminary engineering reports (as required), Basis of Design Reports, Design Drawings, and Specifications to assure the Design-Build Documents are clear and complete and to assure functional coordination of the work with inter-government agreements, permits, easements, etc. The quality control check shall be comprehensive and shall include at a minimum checking against existing geospatial relationships and subsurface conditions, utilities, sizes and slopes, details, constructability, section, and elevation references, coordination of inter-jurisdictional agreements, land acquisition needs, geotechnical discipline, and permitting and/or other local, state, or federal regulations. The Drawings shall be checked for coordinating of references within technical Specifications. The Drawings and Specifications shall be reviewed for constructability, and future maintenance access. Design-Builder shall submit the comments from the independent quality control check to County.
  - g. Program Manager will perform a separate peer review on behalf of the County. Design-Builder shall supply all necessary calculations, analyses, and other documents needed for Program Manager to review and shall cooperate fully with the peer reviewers.
4. Schedule Management: Design-Builder shall prepare and provide updates to the Design Schedule and other Project schedules according to the following:
- a. All schedules shall be prepared using scheduling software approved for use by the County. The County prefers that the Design-Builder use professional scheduling software such as Oracle Primavera P6 to develop and maintain the schedule submittals. Refer to **Exhibit 1 Guide Specifications** Section 01310 for scheduling requirements. The Design-Builder shall follow the ‘Activity ID’ format provided by the Program Manager.
  - b. Schedules shall be submitted as electronic files (native and Adobe Acrobat PDF format) and hardcopy and shall be updated monthly to show progress.
  - c. Prepare and submit baseline Design Schedule with the Project Execution Plan. The Design Schedule shall include a detailed schedule for assessment and design activities and also summarizes

activities for construction, including any agreed upon early work packages. The County shall provide written approval of Milestone Dates in the Design Schedule. The Design Schedule shall include at a minimum:

1. Start date for each activity;
  2. Finish date for each activity;
  3. Major milestones;
  4. Meeting and workshop dates;
  5. Submittal dates including draft submission dates, County/Program Manager review periods, and final submission dates;
  6. Identification of critical path; and float.
- d. Early work packages should include a Basis of Design Report, schedule and project-specific Unit Price Cost Summary submittal. Early work shall include rehabilitation such as CIPP, internal and external point repairs and manhole rehabilitation. Early work packages should include drawings signed and sealed by Engineer of Record ensuring recommendations and work to be performed or work location align with initial rehabilitation recommendations and will not be impacted by future work included in the work package. Both the County and Program Manager will review and approve early work packages.
- e. The Design Schedule shall show the milestones and activities of the County, Program Manager, Design Professional, Subconsultants, Design-Builder, and key Subcontractors necessary to meet project completion requirements.
- f. The baseline Design Schedule shall be reviewed and analyzed by the County and Program Manager. Design-Builder shall discuss with the County and Program Manager any review comments at the project kick-off meeting and shall provide revised baseline schedule based on agreed-to changes. The County reserves the right to reject schedules that overly fragment work causing multiple periods of disruption in communities and/or traffic.
- g. Schedule updates shall be made at least monthly and shall be submitted with each Cost Estimate submittal with the level of detail for each update reflecting the information then available. If an update indicates a previously submitted Design Schedule will not be met, Design-Builder shall provide a detailed corrective recovery plan of action to the Program Manager for review.
5. Work Management System:
- a. Document Management. Design-Builder will maintain and coordinate all pertinent electronic design files and documents including all Computer-Aided Design and Drafting (CADD)-related files related to the Project. Electronic files submitted during the

design phase shall use a naming convention approved by the County and described in the Project Execution Plan.

- b. Project Management Information System. A web-based project management information system (PMIS) shall be used to facilitate collaboration and management of the Project. The Design-Builder will be required to use the PMIS and follow established procedures and workflows for documenting, sharing, and control of Project information. At a minimum, the PMIS shall be capable of facilitating the following:
  1. Overall Project tracking and monitoring of key performance indicators;
  2. Meeting and workshops agendas, presentations, meeting minutes, and notes;
  3. Action items, issues, decision logs, and tracking;
  4. Budget and schedule tracking;
  5. Document submittals and transmittals including drawings (pdf format);
  6. Quality management documentation including comments, responses, and confirmations;
  7. Applications for Payment and monthly reports;
  8. Templates and tools;
  9. Project related communication; and
  10. Dashboards of Project progress prepared by the County.
- c. The Design-Builder and County will coordinate during design to evaluate the use of the PMIS to be utilized during construction.

#### **D. BASIS OF DESIGN REPORT**

The Design-Builder shall:

1. Review the Project Requirements and consult with County and Program Manager as appropriate to further clarify requirements for the Project including County's budget, review of Project Design Criteria Requirements, and available County-Furnished Information.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve permits required for construction of the Project described by Design-Builder.
3. The preliminary rehabilitation recommendations provided in **Exhibit 3 Technical Drawings** and **Exhibit 5 Pipe List**, are based on an algorithmic review of prior CCTV and PACP sewer assessment data and hydraulic modeling results. The Design-Builder shall review CCTV footage provided in **Exhibit 4 CCTV Footage** and fully evaluate all information provided along with any new information revealed during the course of their work and shall use their own professional engineering judgment along with the design guidance requirements provided in **Exhibit 2 Sewer Rehabilitation Design Guidance (July 2016)** to determine the final rehabilitation design. The

Design-Builder is not required to perform hydraulic modeling but must submit calculations demonstrating hydraulic capacity of the design meets or exceeds the required flow rates provided in this ITB (**Exhibit 5 Pipe List**). The County may perform hydraulic analyses based upon final design information to confirm capacity. In instances where the final rehabilitation design differs from the preliminary rehabilitation recommendations, the Design-Builder shall present the basis of the change for the Owner's consideration and approval.

4. Evaluate the Project Reference Documents, including but not limited to the Design Guidance Document, Guide Specifications, project specific assessment data and recommendations, and, after consultation with County, recommend to County any modifications to such documents or recommended rehabilitation and/or replacement for which in the Design-Builder's judgment would benefit the Project. Schedule and facilitate a meeting with the County and Program Manager to present findings of the analysis.
5. The County has sole right to select its preferred alternative; Design-Builder shall proceed according to the alternative approved by the County.
6. Within 126 calendar days (16 weeks) of the written authorization to proceed submit a draft Basis of Design Report (BDR). The BDR shall, as appropriate: identify proposed rehabilitation and replacement for each pipe segment and manhole within the scope of the Project; provide sketches and conceptual design criteria/routing, provide appropriate exhibits; indicate the applicable requirements and considerations involved; and recommended alternate solutions. This Basis of Design Report shall include descriptions and justifications for any deviations from Guidance/Reference documents previously provided by the County. The BDR shall also include the following:
  - a. Identification of discrepancies between assessment data provided by the County and that collected by the Design-Builder to confirm design.
  - b. The Permitting, Easement, and Land Acquisition Plan described below in Item G.
  - c. Design-Builder estimated project specific Unit Price Cost for the Basis of Design. The project specific Unit Price Cost shall be provided in a format consistent with Bidder's Unit Price Form.
  - d. Design-Builder's updated Project schedule through construction.
7. For the BDR submittal, Design-Builder shall: submit the draft report for review; schedule and facilitate a one-day review meeting with County and Program Manager to present the BDR and an overview of the initial construction cost opinion and Project schedule; respond to County and Program Manager review comments; and submit a final BDR.

#### **E. 60% DESIGN DOCUMENTS**

1. After acceptance by County of the Basis of Design Report, and upon written authorization from County, the Design-Builder shall proceed with further development and refinement of the Design Documents for the Project, including development and submittal of an intermediate design review package (60% complete).
2. The Design Documents shall show or describe the character, scope, and intent of, or relate to, the Work to be performed or furnished by or for Design-Builder and shall be consistent with the Basis of Design Report, as such report may be modified throughout the development of the design. Design-Builder shall provide in writing to County descriptions of any deviations in the Design Documents from the Basis of Design Report.
3. The 60% complete Design Documents shall, as appropriate, contain supplemental site surveys; geotechnical investigations and other exploration, testing, and analysis data necessary to confirm suitability of design; a determination of the number and sequencing of construction locations; project layout and features; design calculations and profiles (as appropriate); preparation of documents to support permitting and land acquisitions; preparation of 60% plans and specifications; and quality management reviews.
4. The 60% complete Design Documents submittal shall include:
  - a. Drawings and Specifications (as listed below in this paragraph).
  - b. Update of Design-Builder's construction cost opinion.
  - c. Update of Design-Builder's Project cost loaded schedule through construction.
5. For the 60% complete Design Documents submittal, Design-Builder shall: submit the documents for review; schedule and facilitate a one-day review meeting with County and Program Manager to present the documents and an overview of the updated construction cost opinion and Project schedule; and respond to County and Program Manager review comments. The Design-Builder shall conform to the DeKalb County Department of Watershed Design and Construction Standards with regard to design drawing standards.
6. The 60% drawings shall be developed based on the approximate levels of completion of the following:
  - a. General Drawings (90% complete) such as:
    1. Cover Sheet;
    2. Sheet Index;
    3. Drawing symbols, numbering, symbols, and abbreviations;
    4. Pipe rehabilitation and replacement sizing and material schedules;
  - b. Surveys (100% complete)
  - c. Site layouts, alignments and plan views (90% complete)
  - d. Sections, profiles and details (30% complete)

7. The 60% specifications shall be delivered to the following approximate levels of completion:
  - a. Complete list of specifications.
  - b. Identification of standard Design-Builder specifications intended for use.
  - c. Major technical submittals completed to 60% level of design such as piping, manholes, bursting, lining, trenching, etc.
  - d. The Exhibit 1 Guide Specifications provide the minimum requirements for the Project. The Design-Builder is responsible for preparing the final Project Specifications using the CSI format. The technical Specifications shall not make any generalized blanket references to the County's Standards and Guide Specifications, or other State or National standards. If any sections of these standards and specifications are to be included by reference, the Project technical Specifications shall cite specific chapters and/or paragraphs of the reference standards.
  - e. The Design-Builder may proceed to final design when final copies of the 60% complete Design Documents (and any other deliverables) have been delivered and approved by County, and County has provided written authorization to complete the design.

## **F. FINAL DESIGN**

As part of the final design effort, the Design-Builder shall complete the following:

1. Prepare Final Project Drawings and Specifications that have gone through the Engineer's quality assurance process. The Final Project Drawings and Specifications shall be signed and sealed by a Professional Engineer licensed in the state of Georgia and shall indicate in sufficient detail the extent and character of the Work to be performed and furnished by the Contractor.
2. Final design documents must include at a minimum:
  - a. Plan sheets showing existing conditions (topographic survey), proposed limits of construction/disturbance, existing and proposed rights-of-way and easements (permanent and temporary) including dimensions.
  - b. Approved erosion, sediment and pollution control plans (ES&PC).
  - c. Signed Rights of Entry (ROEs, where the nature of work to occur on the property has been explained in detail, worst case scenario).
  - d. Restoration plan including trees.
  - e. County-approved clearing plan showing limits of clearing. Clearing plan must indicate existing structures/obstructions (trees, etc.) within the sewer easement as well as outside the easement area if impacted by proposed construction.

3. In preparing the Final Project Drawings and Specification, the Design Builder shall perform the following, at a minimum:
  - a. Perform a constructability review alongside the County's designated Construction Manager.
  - b. Incorporate revisions in accordance with comments and instructions from the County.
  - c. Incorporate revisions to meet the requirements of all governmental authorities having jurisdiction to review and approve the final design or permit the Work.
  - d. Prepare final design calculations to confirm that the final design for pipe upsizing provides conveyance of the simulated upstream flow at less than or equal to full pipe capacity. Exhibit 5 - Pipe List contains simulated upstream flows for all pipe upsizing. Final calculations shall be recorded neatly, kept in an orderly fashion for ease in review, and suitable for a permanent record of the design work.
  - e. Develop permit applications and provide supporting documentation in accordance with the applicable regulations.
  - f. Prepare permanent easement plats and legal descriptions as necessary for the County to obtain required easements.
4. The County reserves the right to prioritize and approve the final design of specific project areas and/or the final design of certain construction services tasks and to issue early work packages for construction for these project areas and/or construction services tasks to initiate construction as soon as possible and to expedite completion of the Project.

## **G. PERMITTING, EASEMENT, AND LAND ACQUISITION PLAN**

The Design-Builder shall:

1. Consult with County and Program Manager relative to applicable project permits.
2. Develop a Permitting, Easement, and Land Acquisition Plan. The Design-Builder Permitting Plan shall provide a list of necessary Design-Builder-led permits in which the Design-Builder will obtain the permit from the respective permitting agency. The Permitting Plan should cover activities occurring during Project execution, including a schedule for permit development, submittal, and anticipated approval. The Design-Builder Permitting Plan shall also identify permits or permitting activities that will require information, submittals, or coordination with the County and Program Manager. Permit applications and notices required by regulatory agencies including but not limited to, the Army Corps of Engineers, the Georgia Environmental Protection Division (EPD), and Georgia Department of Transportation (GDOT) shall be prepared by the Design-Builder for submittal by the County



to the appropriate agencies. The Design-Builder will be responsible for the preparation of permitting documentation to be provided along with the permit application. Permits that are influential to critical path elements for the delivery of the design or construction should be identified.

3. The Design-Builder's Easement and Land Acquisition Plan shall identify all parcels along with areas of easements necessary to perform the work. Refer to the County's Department of Watershed Management Design and Construction Standards located online at [www.dekalbwatershed.com](http://www.dekalbwatershed.com) under the Engineering and Construction Management Services (ECMS) section for information regarding easement requirements. The County will procure a separate firm to complete title work and appraisals associated with easement acquisition. The Design-Builder will be responsible for development of construction and permanent easement plats and legal descriptions.

## H. CONSTRUCTION

The services to be provided during construction are expected to include the following:

1. Construction Services – build improvements as described in the specific work authorization and provide management and administration of the construction phase obligations. Construction Phase scope of work will include monthly progress meetings, weekly construction meetings; management of subcontractors (contracts, insurance, and bonds); preparation of payment requests; coordination and regular meeting attendance and correspondence with the County; shop drawing and test reports submittal and tracking; tracking of Request for Information and/or clarifications (RFI's); document filing and storage; preparation of record drawings; testing and commissioning; project close-out; and warranty administration through the warranty period.
2. Project Schedule – develop and manage a cost-loaded construction phase schedule using approved scheduling software. Monthly monitoring, updating and reporting will be required.
3. Project Budget Reporting – preparation of a project construction budget and monthly monitoring, updating and reporting. Cash flow projections will also be required for the construction phase of the project.
4. Permitting – tracking of permit compliance, all required regulatory notifications and reporting, and proper closeout as required per the Design-Builder Permitting Plan.
5. Additional services shall include but are not limited to:
  - a. Design-Builder shall comply with all County and industry construction standards and best practices.
  - b. Design-Builder shall comply with all regulatory and environmental mitigation requirements.

- c. Design-Builder shall install all gravity sewer collection system replacement.
6. Design-Builder shall implement the approved construction quality control program.
7. Design-Builder shall be responsible for receiving customer complaints and immediately notifying the County and its designated representatives. Design-Builder shall further be responsible for resolving the complaints to the satisfaction of the County.
8. Design-Builder shall be responsible for coordinating all utility relocations. The utility owner shall be responsible for the cost of relocating utilities within the County and GDOT rights-of-way.
9. Design-Builder shall give all notifications to the Public including community notices as well as individual notices and shall comply with all laws and ordinances. Design-Builder shall work with the County Community Outreach Team and shall obtain prior approval from the County prior to distributing notices.
10. Design-Builder shall comply with the County's standard work hours between the hours of 7:00 AM and 7:00 PM, Monday through Friday except for defined County holidays. County approval shall be required to work outside of the County's standard work hours/days. The Design-Builder shall comply with GDOT requirements for defined work hours and days for work impacting roadways. Lane closures will only be permissible between the hours of 9:00 AM and 4:00 PM, except as directed by the County.
11. Design-Builder shall be responsible for all Safety requirements.
12. Design-Builder shall be responsible for all costs associated with QA/QC testing.
13. Design-Builder shall furnish, store, and protect all materials necessary to complete the Work.
14. The Design-Builder shall provide as-built drawings documenting all as-built construction in conformance with Attachment N - Sample County Design And Construction Agreement between Owner And Design Builder.

**ATTACHMENT B**

**BIDDER’S UNIT PRICE FORM AND MEASUREMENT AND PAYMENT**

**\*\*\*NEW–BIDDER’S UNIT PRICE FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD\*\*\***

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined ITB No. 18-101044, Design-Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 4, an annexed proposed form of Contract, the Specifications therein contained, and the Drawings therein referred to, and that he proposes and agrees that if his Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the unit prices on the form following this page.

**NOTE TO SUPPLIER:**

**NOTE 1:** Every line item must be completed to be considered for award. For example, if you are not charging for an item, enter “**no charge**” in the unit price and the extended amount columns.

**ATTACHMENT B-1****BIDDER'S UNIT PRICE FORM**

(Consisting of 10 pages)

**Form B - 1: Bid Form -Design and Construction Fee**

Proposer shall provide costs for each unit bid item based on the quantities, documents provided in this ITB and ITB Attachments and Exhibits and shall be an all-inclusive unit price.

For work to be performed where a unit price is not submitted as a part of this bid, Design Builder will be compensated for actual direct costs, as verified via open book process, plus a maximum of 15 percent (%) of actual direct cost for project overhead and profit.

No.	Guide Spec	Description	Total Bid Quantity	Unit	Unit Price	Extended Total Bid Price
<b>DESIGN PHASE</b>						
1		Project Initiation	1	LS		
2		Project Coordination and Management	1	LS		
3		Basis of Design Report	1	LS		
4		60% Design Documents	1	LS		
5		Final Design Documents	1	LS		
<b>Division 1 General Requirements</b>						
6		Mobilization	1	LS		
7		Demobilization	1	LS		
8	01700	Project Closeout	1	LS		
<b>Traffic Control (Commercial Streets)</b>						
9		Work Zone Staging and Traffic Control: FC 17-Collector Street (per link)	20	EA		
10		Work Zone Staging and Traffic Control: FC 16-Minor Arterial Street (per link)	80	EA		
11		Work Zone Staging and Traffic Control: FC 14-Urban Principal Arterial (per link)	20	EA		
<b>GPS Data Collection</b>						
12	01056	GPS Locate and Data Collection / Manhole	300	EA		

No.	Guide Spec	Description	Total Bid Quantity	Unit	Unit Price	Extended Total Bid Price
<b>Sewer Flow Control</b>						
13	01520	Bypass Pumping on 12" and Smaller Diameter Pipe with Flow Below 50 Percent	1,000	LF		
14	01520	Bypass Pumping on 12" and Smaller diameter Pipe with Flow Above 50 Percent	500	LF		
15	01520	Bypass Pumping on 15" to and Including 24" Diameter Pipe with Flow below 50 Percent	1,300	LF		
16	01520	Bypass Pumping on 15" to and Including 24" Diameter Pipe with Flow Above 50 Percent	700	LF		
<b>Miscellaneous CCTV Inspection</b>						
17	01510	CCTV Inspection 8" and Smaller Diameter Pipe	1,500	LF		
18	01510	CCTV Inspection 10" to 15" Diameter Pipe	1,000	LF		
19	01510	CCTV Inspection 16" to 24" Diameter Pipe	1,000	LF		
<b>DIVISION 2 - SITE WORK</b>						
<b>Access Route and Easement Access Clearing</b>						
20	02110	Construction Entrance/Exit. Install and Removal	150	EA		
21	02110	Easement Access Road, Install and Removal	10,000	LF		
22	02110	Easement Clearing, Light (Bush Hog)	2,222.0	SY		
23	02110	Easement Clearing, Medium (Bush Hog & Chipper)	2,222.0	SY		
24	02110	Easement Clearing, Heavy (Timbering Equipment)	1,200	Caliper-Inch		
25	02110	Tree Protection Fence	500	LF		
26	02110	Tree/Shrubbery Restoration, 3 Gal. (Installed Complete)	20	EA		
27	02110	Tree/Shrubbery Restoration, 5 Gal. (Installed Complete)	20	EA		
28	02110	Chain Link Fence (4 ft.) Removal & Replacement	500	LF		
29	02110	Chain Link Fence (6 ft.) Removal & Replacement	100	LF		
30	02110	Chain Link Fence (8 ft.) Removal & Replacement	100	LF		
31	02110	Wood Fence (4 ft.) Removal and Replacement	100	LF		

No.	Guide Spec	Description	Total Bid Quantity	Unit	Unit Price	Extended Total Bid Price
32	02110	Wood Fence (6 ft.) Removal and Replacement	500	LF		
33	02110	Wood Fence (8 ft.) Removal and Replacement	100	LF		
<b>Site Restoration &amp; Erosion Control</b>						
34	02273	Riprap, Type II (Installed)	250	SY		
35	02273	Riprap, Type III (Installed)	250	SY		
36	02276	Check Dam (Hay Bales)	100	EA		
37	02276	Inlet Sediment Trap	50	EA		
38	02276	Temporary Creek Crossing (12" / 15" Diameter Pipes Installed)	400	LF		
39	02276	Temporary Creek Crossing (18" / 24" Diameter Pipes Installed)	460	LF		
40	02276	Temporary Creek Crossing (36" Diameter Pipes Installed)	100	LF		
41	02276	Temporary Creek Crossing (42" Diameter Pipes Installed)	100	LF		
42	02324	Unsuitable Soil Replacement (Crusher Run)	18,000	CY		
43	02324	Unsuitable Soil Replacement (Imported Soil Fill)	5,000	CY		
44	02485	Sodding (Various Types)	2,000	SY		
45	02486	Seeding Complete (Various Types, Including Hay and/or Straw)	17,500	SY		
46	02542	Silt Fence - Single Row	13,000	LF		
47	02542	Silt Fence - Double Row	13,000	LF		
<b>Sanitary Sewer Lining</b>						
48	02500	Cured-In-Place Pipe, Felt, 6" to and Including 8" Diameter	3,200	LF		
49	02500	Cured-In-Place Pipe, Felt, 10" Diameter	400	LF		
50	02500	Cured-In-Place Pipe, Felt, 12" Diameter	400	LF		
51	02500	Cured-In-Place Pipe, Felt, 15" Diameter	400	LF		
52	02500	Cured-In-Place Pipe, Felt, 18" Diameter	400	LF		
53	02500	Cured-In-Place Pipe, Glass Reinforced Plastic (GRP), 6" to and Including 8" Diameter	800	LF		

No.	Guide Spec	Description	Total Bid Quantity	Unit	Unit Price	Extended Total Bid Price
54	02500	Internal Pipe Point Repair with CIPP, 6" to and Including 8" Diameter	2	EA		
55	02500	Internal Pipe Point Repair with CIPP, 10" Diameter	2	EA		
56	02500	Internal Pipe Point Repair with CIPP, 12" Diameter	2	EA		
57	02500	Internal Pipe Point Repair with CIPP, 15" Diameter	2	EA		
58	02500	Internal Pipe Point Repair with CIPP, 18" Diameter	2	EA		
<b>Sanitary Sewer Service Laterals</b>						
59	02530	Robotic Reconnection of Existing Service Laterals	60	EA		
60	02530	Cured In Place Pipe Renewal of Service Lateral, Mainline to Edge of Easement or ROW, Any Depth	150	LF		
61	02530	Reconnection, 4"-6" Diameter, up to 5 LF, Any Depth	250	EA		
62	02530	Replacement, 4"-6" Diameter, Additional Footage Over 16 LF, Any Depth	1,000	LF		
63	02530	Replacement, 4"-6" Diameter, up to 16 LF, Any Depth	2,000	LF		
64	02530	Relocation, Reconnect to Existing Sanitary Sewer, Any Depth	250	EA		
65	02530	Relocation from Sanitary Sewer to Property Line, Any Depth	500	LF		
66	02530	Cap or Plug Existing Service Lateral, Any Depth	20	EA		
67	02530	Cleanout Installed at ROW and to Edge of Easement	10	EA		
<b>Sanitary Sewer Point Repairs</b>						
68	02535	External Point Repair, 6" to and Including 15" PVC, Up to 15 LF Repair, 0' to 8' Depth	5	EA		
69	02535	External Point Repair, 6" to and Including 15" PVC, Up to 15 LF Repair, >8' to = 16' Depth	5	EA		
70	02535	External Point Repair, 6" to and Including 16" DIP, Up to 15 LF Repair, 0' to 8' Depth	5	EA		

No.	Guide Spec	Description	Total Bid Quantity	Unit	Unit Price	Extended Total Bid Price
71	02535	External Point Repair, 6" to and Including 16" DIP, Up to 15 LF Repair, >8' to = 16' Depth	5	EA		
72	02535	External Point Repair, 18" to and Including 24" DIP, Up to 15 LF Repair, 0' to 8' Depth	5	EA		
73	02535	External Point Repair, 18" to and Including 24" DIP, Up to 15 LF Repair, >8' to = 16' Depth	2	EA		
74	02535	External Point Repair, 6" to and Including 15" PVC, 0' to 8' Depth, Additional LF > 15 LF Repair	10	LF		
75	02535	External Point Repair, 6" to and Including 15" PVC, >8' to = 16' Depth, Additional LF > 15 LF Repair	10	LF		
76	02535	External Point Repair, 6" to and Including 16" DIP, 0' to 8' Depth, Additional LF > 15 LF Repair	10	LF		
77	02535	External Point Repair, 6" to and Including 16" DIP, >8' to = 16' Depth, Additional LF > 15 LF Repair	10	LF		
78	02535	External Point Repair, 18" to and Including 24" DIP, 0' to 8' Depth, Additional LF > 15 LF Repair	10	LF		
79	02535	External Point Repair, 18" to 24" DIP, >8' to = 16' Depth, Additional LF > 15 LF Repair	10	LF		
80	02535	Grout Fill Abandoned 6" to 12" Diameter	1,250	LF		
81	02535	Cut & Plug Existing 6" to 12" Diameter	8	EA		
82	02535	Flowable Fill	150	CY		
83	02535	Concrete Encasement	250	CY		
<b>Sanitary Sewer Replacement</b>						
84	02537	Replace Existing with DIP, 6" to and Including 8" Diameter, 0' to 8' Depth	12,800	LF		
85	02537	Replace Existing with DIP, 6" to and Including 8" Diameter, >8' to 12' Depth	3,600	LF		
86	02537	Replace Existing with DIP, 6" to and Including 8" Diameter, >12' to 16' Depth	3,600	LF		
87	02537	Replace Existing with DIP, 6" to and Including 8" Diameter, >16' Depth	1,400	LF		
88	02537	Replace Existing with DIP, 10" Diameter, 0' to 8' Depth	300	LF		
89	02537	Replace Existing with DIP, 10" Diameter, >8' to 12' Depth	200	LF		
90	02537	Replace Existing with DIP, 10" Diameter, >12' to 16' Depth	100	LF		
91	02537	Replace Existing with DIP, 12" Diameter, 0' to 8' Depth	1,000	LF		



No.	Guide Spec	Description	Total Bid Quantity	Unit	Unit Price	Extended Total Bid Price
92	02537	Replace Existing with DIP, 12" Diameter, >8' to 12' Depth	1,000	LF		
93	02537	Replace Existing with DIP, 12" Diameter, >12' to 16' Depth	700	LF		
94	02537	Replace Existing with DIP, 12" Diameter, >16' Depth	300	LF		
95	02537	Replace Existing with DIP, 16" Diameter, 0' to 8' Depth	500	LF		
96	02537	Replace Existing with DIP, 16" Diameter, >8' to 12' Depth	500	LF		
97	02537	Replace Existing with DIP, 16" Diameter, >12' to 16' Depth	500	LF		
98	02537	Replace Existing with DIP, 16" Diameter, >16' Depth	100	LF		
99	02537	Replace Existing with DIP, 18" Diameter, 0' to 8' Depth	300	LF		
100	02537	Replace Existing with DIP, 18" Diameter, >8' to 12' Depth	700	LF		
101	02537	Replace Existing with DIP, 18" Diameter, >12' to 16' Depth	700	LF		
102	02537	Replace Existing with DIP, 18" Diameter, > 16' Depth	100	LF		
103	02537	Replace Existing with DIP, 20" Diameter, 0' to 8' Depth	400	LF		
104	02537	Replace Existing with DIP, 20" Diameter, >8' to 12' Depth	200	LF		
105	02537	Replace Existing with DIP, 20" Diameter, >12' to 16' Depth	100	LF		
106	02537	Replace Existing with DIP, 20" Diameter, > 16' Depth	100	LF		
<b>Manhole Rehabilitation</b>						
107	02607	Locate and Expose Buried Manhole, Street	20	EA		
108	02607	Locate and Expose Buried Manhole, Non-Street	20	EA		
109	02607	Height Adjustment, Each 12" Height Adjustment	25	EA		
110	02608	Replace Frame & Cover, 24" Diameter, Standard Load	10	EA		
111	02608	Replace Frame & Cover, 24" Diameter, Traffic Load	10	EA		
112	02608	Replace Frame & Cover, 24" Diameter, Bolt-down	10	EA		
113	02608	Replace Cover, Standard Load	10	EA		
114	02608	Replace Cover, Waterproof	10	EA		

No.	Guide Spec	Description	Total Bid Quantity	Unit	Unit Price	Extended Total Bid Price
115	02609	Frame Sealing	10	EA		
116	02610	Inside Drop Connection	100	VF		
117	02610	Outside Drop Connection	100	VF		
118	02900	Rebuild Invert and Bench	20	EA		
119	02900	Remove Intruding Connection	10	EA		
120	02900	Seal and Patch, 48" to 60" Diameter	400	SF		
121	02900	Cementitious Coating, 48" to 72" Diameter	200	SY		
122	02900	Epoxy Coating, 48" to 72" Diameter	200	SY		
123	02900	Fiberglass Lining, 48" to 72" Diameter	200	SY		
124	02900	Abandon & Fill Existing Manhole, Roadway, Any Depth, All Sizes	5	EA		
125	02900	Abandon & Fill Existing Manhole, Easement, Any Depth, All Sizes	5	EA		
<b>Manhole Replacement</b>						
126	02641	48" Diameter, Precast Concrete, 0' to 8' Depth	84	EA		
127	02641	48" Diameter, Precast Concrete, >8' to 12' Depth	100	EA		
128	02641	48" Diameter, Precast Concrete, >12' to 16' Depth	45	EA		
129	02641	48" Diameter, Precast Concrete, >16' Depth	10	EA		
130	02641	60" Diameter, Precast Concrete, 0' to 8' Depth	10	EA		
131	02641	60" Diameter, Precast Concrete, >8' to 12' Depth	14	EA		
132	02641	60" Diameter, Precast Concrete, >12' to 16' Depth	10	EA		
133	02641	60" Diameter, Precast Concrete, > 16' Depth	5	EA		
<b>Pavement Repairs</b>						
134	02710	Road Pavement Patch, with Concrete Cap	6,700	SY		
135	02710	Road Pavement Patch, Asphalt	2,500	SY		
136	02710	Asphalt Milling & Overlay	64,800	SY		

No.	Guide Spec	Description	Total Bid Quantity	Unit	Unit Price	Extended Total Bid Price
137	02710	Asphaltic Concrete Driveway Replacement, Residential & Commercial	50	SY		
138	02710	Curb & Gutter Replacement, Granite & Concrete	200	LF		
139	02710	Concrete Driveway Replacement, Residential & Commercial	50	SY		
140	02710	Concrete Sidewalk Replacement	50	SY		
<b>Sanitary Sewer and Manhole Maintenance (As Necessary and Directed by Owner)</b>						
141	02956	Heavy Cleaning, 6" to 8" Diameter Pipe	1,500	LF		
142	02956	Heavy Cleaning, 10" to 15" Diameter Pipe	400	LF		
143	02956	Heavy Cleaning, 18" to 24" Diameter Pipe	150	LF		
144	02956	Sewer Removal & Disposal form Heavy Cleaning	5	TON		
145	02956	Root Removal, 6" to 24"	1,250	LF		
146	02956	Protruding Lateral Removal and Disposal	10	EA		
<b>Sanitary Sewer Pipe Bursting</b>						
147	02958	Burst Existing 8", Replace with 8" DIP	14,100	LF		
148	02958	Burst Existing 8", Replace with 10" DIP	500	LF		
149	02958	Burst Existing 8", Replace with 12" DIP	1,000	LF		
150	02958	Bursting Launching Pit, 0' to 10' Depth	80	EA		
151	02958	Bursting Launching Pit, >10' to 20' Depth	32	EA		
152	02958	Bursting Receiving Pit, 0' to 10' Depth	80	EA		
153	02958	Bursting Receiving Pit, >10' to 20' Depth	32	EA		

<b>Allowances</b>						
154		Design Support Services	1	LS	\$800,000	\$ 800,000.00
155		Rock Excavation	1	LS	\$600,000	\$ 600,000.00
156		Materials Testing	1	LS	\$400,000	\$ 400,000.00
157		Owner Controlled	1	LS	\$3,000,000	\$ 3,000,000.00

Community Outreach/Easement Acquisition						
158		Plat and Legal Description	300	EA		
159	01351	Community Outreach Services	1	LS		
Permitting Services						
160		Permitting Services	1	LS		
Surveying Services						
161		Topographic Surveying	52,500	LF		

**TOTAL BID:**

\_\_\_\_\_ (State in words on the line above)

\$ \_\_\_\_\_ (In figures)

**ATTACHMENT B-1**

**BIDDER’S UNIT PRICE FORM (CONT’D)**

**Form B-1: Authorized Signature**

By signature hereon, the Proposer’s authorized agent (“Agent”) certifies that all necessary corporate acts have been taken to authorize the Agent to sign this document and that all information provided in Attachment B-1 Bidder’s Unit Price Form is an accurate representation of the information the Bidder’s is providing.

Design Builder’s Name: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT B-2

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Methods of measurement and payment for items of work covered under the Bidder's Unit Price Form

##### 1.2 SUMMARY

- A. The total bid price shall cover all work required by the Contract Documents. All work shall meet the more stringent between the Guidance Specifications or the Latest DeKalb County Department of Watershed Management Design Standards Manual. All costs in connection with the proper and successful completion of the Work, including all materials, equipment, supplies, and appurtenances; providing all equipment and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid.
- B. All Work not specifically set forth as a pay item in the Bidder's Unit Price Form shall be considered subsidiary obligations of Contractor and all costs in connection therewith shall be included in the prices bid.
- C. All estimated quantities stipulated in the Bidder's Unit Price Form or other Contract Documents are approximate and are to be used only:
  - 1. As a basis for estimating the probable cost of the Work.
  - 2. For the purpose of comparing the bids submitted for the Work.
- D. The basis of payment for work shall be in accordance with the unit price bid items in the Bidder's Unit Price Form and shall be full compensation for all labor, materials, and equipment required to furnish, install, construct, and test the Work covered under the unit price bid item. Payment for work will be made on a linear foot, vertical foot, square foot, square yard, cubic yard, or each based on the Contractor's measurement, contingent on verification by Owner's Representative. Contractor agrees he will make no claim for additional time, damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished.
- E. Payment will be made only for the actual quantities of work performed in compliance with the Drawings and Specifications. The Contractor will be paid an amount equal to the approved quantity times the applicable unit price. Any unused balance of the unit price work shall revert to the Owner upon completion of the project.
- F. Pay requests for work performed shall be itemized by asset. The pay request should list each asset by ID number, describe the work performed per the payment bid form, provide the unit cost, and

provide the extended cost. When seeking partial payment where work was attempted and could not be completed, Owner approved information shall be provided on the pay request to justify the amount requested. Work performed on pipes should be listed in a separate table from work performed on manholes. The Owner's Representative will provide an example of the table format.

- G. The Contractor shall prepare record drawings (as-builts) in accordance with 2017 DeKalb County DWM Design Standards. The Owner will pay no additional cost for the preparation of record drawings (as-builts).

### **1.3 MEASUREMENT AND PAYMENT**

#### **Design Phase**

1. Project Initiation: Payment will be remitted for this bid item based on percent complete approved by the Owner. The Contractor shall provide all services and information as requested in Attachment A Scope of Work.
2. Project Coordination and Management: Payment will be remitted for this bid item based on percent complete approved by the Owner. The Contractor shall provide all services and information as requested in Attachment A Scope of Work.
3. Basis of Design Report: Payment will be remitted for this bid item based on percent complete approved by the Owner. The Contractor shall provide all information as requested in Attachment A Scope of Work.
4. 60 Percent Design Documents: Payment will be remitted for this bid item based on percent complete approved by the Owner. The Contractor shall provide all information as requested in Attachment A Scope of Work.
5. Final Design Documents: Payment will be remitted for this bid item based on percent complete approved by the Owner. The Contractor shall provide all information as requested in Attachment A Scope of Work.

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **General Conditions**

6. Mobilization: Design Builder to enter in the unit price column a not to exceed amount of two (2) percent of the total contract value. Payment will be remitted for mobilization up to the amount bid upon Owner's representative verification that the Contractor has fully provided all necessary labor, equipment, materials, parking areas, staging areas, signage, administrative items, bonds, submittals, temporary facilities, etc. necessary to commence the Work.
7. Demobilization: Contractor to enter in the unit price column a not to exceed amount of one (1) percent of the total contract value. Payment will be remitted for demobilization up to the amount bid upon Owner's Representative verification that the Contractor has fully demobilized and completed restoration of all project areas. Demobilization also includes provision of all project record documentation and any other required close-out documentation, removal of temporary facilities, equipment, unused material, etc.
8. Project Closeout, Guide Spec 01700: Contractor to enter in the unit price column a not to exceed amount of one (1) percent of the total contract price. Payment will be remitted upon the Owner's Representative verification that the Contractor has fully provided all project record documentation and any other close-out type of documentation required. The Contractor shall provide all required written notices and supporting documentation when requesting Substantial and Final Completion. Partial submittals of the required documents shall not represent a valid request, and the Owner shall not be liable for any delays in the Substantial and Final Completion dates arising there from.

### **Traffic Control (Commercial Streets)**

- 9.-11. Work Zone Staging and Traffic Control (Per Link): Payment will be remitted for furnishing, installation, maintenance and removal of temporary traffic control per link of roadway based upon the current functional classification of the affected roadway as defined by the Federal Highway Administration per day. A roadway link is defined by two nodes or intersections. In the event a single work zone spans one or more intersections, the average link length will be used to determine the eligible quantity or work zones for payment. Each unit price bid shall include all but not be limited to furnishing, installation, maintenance and removing all traffic control devices, temporary signage, temporary pavement markings and shall include flagging and other means necessary for safe guidance and protection of vehicular and pedestrian traffic through the Work Zone per site based upon the functional classification and site conditions. When Police are required for traffic control the cost shall be included in the unit bid price. All traffic control measures and plans shall conform to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6 (Temporary Traffic Control), latest edition, as published by the US DOT / FHWA. The above



referenced bid item are applicable to rehabilitation work within roadways with the following functional classifications:

- 17- Collector Street
- 16- Minor Arterial Street
- 14- Urban Principal Arterial

Functional Classification Maps for the Atlanta Metro Counties are available through Georgia's Department of Transportation (GADOT) website at [http://www.dot.state.ga.us/DOT/plan-prog/transportation\\_data/function\\_class\\_maps/index.shtml](http://www.dot.state.ga.us/DOT/plan-prog/transportation_data/function_class_maps/index.shtml). In the event that a functional classification assignment conflict exists between the drawings and the GADOT, the GADOT classification shall preside. The Contractor shall submit proposed traffic control plans to required regulatory agencies and they shall grant approval before the Work begins. Notification to begin Work shall require at least 48 hour notice to the appropriate agency and the Owner. Traffic control for roadways with "local" or "rural" functional classifications are considered incidental to the Work and the cost shall be included in the unit price for the Work performed. These type roadways shall meet MUCTD requirements. No separate payment will be made for traffic control roadways with functional classification other than those stated herein, unless otherwise authorized by the Owner for exceptional circumstances.

### **GPS Data Collection**

12. GPS Locate and Data Collection for Manholes: Manhole, Guide Spec 01056: Measurement for payment will be per each (EA). Payment will constitute full compensation to locate, obtain coordinates and elevations, and provide attribution information for each located manhole (and associated sewer line assets as applicable) per the direction provided in the latest Department of Watershed Management Design Standards Manual. This payment includes compensation for all digital deliverables outlined in the Design Standards Manual.

### **Sewer Flow Control**

- 13-16 Sewer Flow Control for CCTV Inspection: Bypass Pumping up to and including 24" Diameter Pipe, Guide Spec 01520: Measurement for payment will be per linear feet (LF, measured center of manhole to center of manhole) of pipe segment being by-passed for the size and flow classification category of bypass pumping and temporary flow control. The determination of the percent of flow within the pipe segment being by-passed will be agreed upon by the Owner and the Contractor prior to Owner approval of the by-pass pumping. Payment will be full compensation for furnishing by-pass pumping plans, all labor, materials,

equipment, set-up, removal and incidentals necessary to produce the results specified in Guide Spec 01520.

### **Miscellaneous CCTV Inspection**

- 17-19. Sewer CCTV Inspection, Guide Spec 01510: Measurement for payment will be per linear foot (LF) from center of manhole to center of manhole. County approval is required prior to the Contractor performing CCTV inspection. Payment will constitute full compensation to perform a CCTV sewer pipe inspection on sanitary sewer mains. No payment will be made when the Contractor needs to or is required to provide CCTV inspection to supplement a rehab or replacement work item. Defect coding, header data, and coding of service lateral locations are required and shall meet the Guideline Specifications format and submittal requirements. There will be no separate payment made for light cleaning, use of an easement machine, or data delivery. Payment shall only be made for the footage of sewer assessment between the manholes. Maintenance of traffic and associated traffic control measures required for the Work shall be included in the unit price. Costs shall include, but are not limited to, labor, equipment, transportation, setup, tools, public notification, data management and all other related procedures and materials necessary to complete the inspections, in accordance with Guide Spec 01510.

### **Access Route and Easement Access Clearing**

20. Construction Exit/Entrance Install and Removal, Guide Spec 02110: Measurement for payment will be per each (EA) entrance/exit suitably installed and maintained per the Manual for Erosion and Sediment Control of Georgia, latest edition. Payment will constitute full compensation for all costs associated with access entrances/exits, including installation, maintenance, repair, removal, disposal, and restoration to original grade.
21. Easement or Right of Entry (ROE) Access Road, Guide Spec 02110: Measurement for payment will be per linear foot (LF) of road suitably installed and maintained per the Manual for Erosion and Sediment Control of Georgia, latest edition or as required by the governing agency. Payment will constitute full compensation for all costs associated with access roads, including installation, maintenance, repair, removal, disposal, and restoration to original grade.
- 22-23. Easement or ROE Clearing, Light & Medium, Guide Spec 02110: Measurement for payment will be per square yard (SY) for the type classification category for clearing. The Contractor and the Owner's Representative will determine the category of cleaning Light or Medium prior to beginning the clearing. Light clearing can be achieved with hand equipment or bush hog; medium will use more of the same but larger equipment and add wood chipper(s). Payment will constitute full compensation for easement or ROE clearing, including, but not limited to

labor, equipment, transportation, tools, and other related procedures and materials necessary to remove vegetation and other debris on or near the surface of the ground in the construction area to produce the results specified in Guide Spec 02110. Easements or ROEs will be cleared of debris or obstructions impeding access to work areas. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner.

24. Easement Clearing, Heavy, Guide Spec 02110: Measurement for payment will be per caliber inch for the type classification category of clearing. The classification of per caliber inch will be measured at four (4) feet from the base of the tree. Heavy clearing may include similar equipment as with Light or Medium clearing but also need “timbering” equipment such as skidders or dozers. Payment will constitute full compensation for easement clearing, including, but not limited to labor, equipment, transportation, tools, disposal and other related procedures and materials necessary to remove vegetation and other debris on or near the surface of the ground in the construction area to produce the results specified in Guide Spec 02110. Easements or ROEs will be cleared of debris or obstructions impeding access to work areas. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner.
25. Tree Protection Fence, Guide Spec 02110: Measurement for payment will be per linear foot (LF) for tree protection fence suitably installed and maintained per Guide Spec 02110. Installed when required by Owner or governing agencies. Payment will constitute full compensation for all costs associated with tree protection fencing, including installation, maintenance, repair, removal, and disposal.
- 26-27. Tree/Shrubbery Restoration (Any type except Pine), Guide Spec 02110: Measurement for payment will be per each (EA) bush removed and replace for either native or ornamental types. Payment will be per the 3 gallon or 5 gallon bid item and will constitute full compensation for removing and replacing bushes on private property. Replacement may include removal and replanting, or replacing with a new bush (as directed by the Owner) in accordance with Guide Spec 02110.
- 28-30. Chain Link Fence Removal & Replacement, Guide Spec 02110: Measurement for payment will be per linear foot (LF). Payment will constitute full compensation for removing and replacing chain link fence, in kind, on public or private property in accordance with Guide Spec 02110. Replacement may include installation of a new chain link fence (including removal/disposal of existing fence) as directed by the Owner.
- 31-33. Wood Fence Removal & Replacement, Guide Spec 02110: Measurement for payment will be per linear foot (LF). Payment will constitute full compensation for removing and replacing wood fence, in kind, on public or private property in

accordance with Guide Spec 02110. Replacement may include installation of a new wood fence (including removal/disposal of existing fence) as directed by the Owner.

### **Site Restoration & Erosion Control**

- 34-35. Riprap, Guide Spec 02273: Measurement for payment will be per square yard (SY) for riprap installed, including geotextiles filter fabric underlayment at a minimum 18 inch depth, or as directed by the Owner. When crossing a stream or ditch, the quantity eligible for payment shall be limited to 10 feet upstream and 10 feet downstream of top of disturbed area and from five feet from the top of bank, across a creek or ditch, banks and bottoms, to five feet beyond top of bank. Any other areas at creeks or ditches disturbed by the Contractor requiring riprap shall be riprapped at no additional cost to the Owner.
36. Check Dam (Hay Bales), Guide Spec: 02276: Measurement for payment will be per each (EA) for check dams suitably installed and maintained per the Manual for Erosion and Sediment Control of Georgia, latest edition. Payment will constitute full compensation for all costs associated with check dams, including grading, installation, maintenance, repair, removal, and disposal.
37. Inlet Sediment Trap, Guide Spec 02276: Measurement for payment will be per each (EA) for inlet sediment traps suitably installed and maintained per the Manual for Erosion and Sediment Control of Georgia, latest edition. Payment will constitute full compensation for all costs associated with inlet sediment traps at existing storm water inlet structures, including installation, maintenance, repair, removal, and disposal. Contractor shall be responsible for installing the number of sedimentation traps required to adequately capture silt, from leaving construction sites.
- 38-41. Temporary Creek Crossings, Guide Spec 02276: Measurement for payment will be per diameter on a per linear foot (LF) basis for temporary stream crossings suitably installed, maintained, and removed per the Manual for Erosion and Sediment control of Georgia, latest edition. Prior to installation of the temporary creek crossing, the Contractor will be required to submit construction plans to include sizing of the pipe diameter to convey the required flow. Plans shall be sealed by a registered Professional Engineer in the State of Georgia. Payment will constitute full compensation for all costs associated with temporary stream (creek) crossings, each up to 40 foot span as measured from top of bank to top of bank, and shall include all necessary materials and labor to install, maintain, remove, and dispose. Cost of aggregate, pipe, and concrete supports shall be included under this item and not in any other bid items.
42. Unsuitable Soil Replacement, (Crusher Run) Guide Spec 02324: Measurement for payment will be per cubic yard (CY) compacted in place. All costs for hauling and placing imported fill material shall be included in the unit price. Payment will be

made on the basis of cubic yards (CY) compacted in place. No soil backfill shall be used in pipe trenches under roadways or other paved areas. In all paved areas, trenches shall be backfilled with crushed rock and compacted to a minimum required compaction of ninety-five percent (95%) of the maximum dry density. This pay item includes from the top of pipe bedding zone to the bottom of the concrete cap. Refer to the latest DeKalb County Department of Watershed Management Design Standards Manual Standard Detail No. G-005. Separate payment will be made for surface restoration. Payment for materials testing shall be made separately by the Owner. Traffic control measures required for work in high traffic/commercial areas will be paid when authorized by the Owner.

43. Unsuitable Soil Replacement (soil – imported fill), Guide Spec 02324: Measurement for payment will be per cubic yard (CY) compacted in place. All costs for hauling and placing imported fill material shall be included in the unit price. Payment will be made on a basis of cubic yards (CY) compacted in place. When allowed by the Owner, in non-paved areas the compaction may be less than ninety-five percent (95%) however not less than ninety percent (90%) of the maximum dry density. In non-paved areas unsuitable soil for final backfill shall be replaced at the Owner's direction. This pay item includes from the top of the pipe bedding zone to final grade. Separate payment will be made for surface restoration. Payment for materials testing shall be made separately. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner.
44. Sodding, Guide Spec 02485: Measurement for payment will be per square yard (SY). Payment will constitute full compensation for fine grading, fertilizing, and sodding disturbed landscaped areas on public or private property in accordance with Guide Spec 02485. Soil preparation and/or topsoil shall be included. Disturbed areas shall be sodded only when directed to do so by the Owner or Owner's Representative.
45. Seeding, Guide Spec 02486: Measurement for payment will be per square yard (SY). Payment will constitute full compensation for fine grading, fertilizing, and sodding disturbed landscaped areas on public or private property in accordance with Guide Spec 02486. Grass seeding shall match in kind the existing adjacent grass of previously landscaped areas. Soil preparation and/or topsoil shall be included.
- 46-47. Silt Fence, Guide Spec 02542: Measurement for payment will be per linear foot (LF) for Type C silt fence suitably installed and maintained per single row and/or double row as required by the Manual for Erosion and Sediment control of Georgia, latest edition. Payment will constitute full compensation for all costs associated with silt fence, including installation, maintenance, repair, removal and disposal.

### **Sanitary Sewer Lining**

48-53. Cured-In-Place-Pipe (CIPP), Felt or Glass Reinforced Plastic (GRP) Type, All Diameters – Guide Spec 02500: Measurement for payment will be per linear foot (LF) of sewer acceptably lined based on the actual horizontal length of sewer lined as field measured from center of manhole to center of manhole along the axis of the sewer. The length occupied by the manhole itself shall not be deducted. Payment for the diameter (or dimensions) of the sewer being lined and the wall thickness of the liner will constitute full compensation for the labor, equipment, and materials required to furnish and install the work complete. All costs for renewing gravity sewer pipe by CIPP liner will be included in the unit prices including, but not limited to, light cleaning of existing sewer pipe, type testing, wet-out, bypass pumping, pre-liner insertion, Verisure type temperature monitoring system, curing, pre and post-installation CCTV inspection for condition confirmation and installation quality control, watertight sealing of connections at manholes, sealing of cut edges in pipe and/or manholes and all other related procedures and materials necessary to complete the pipe lining. Payment shall be withheld due to failure to submit all post-installation CCTV video and other required quality control documentation for the work. No payment shall be made for any portion of failed CIPP lining attempts and result in other methods used, such as open cut. If a section of existing host pipe must be repaired or replaced prior to installation, then the section will be paid for only by the appropriate conventional pipe work/point repair bid item. An additional CCTV inspection shall be allowed for in the Contractor's unit price and work schedule, to be performed two (2) years following the acceptance of a CIPP liner. Should any fault be found with the repair, the fault shall be rectified as specified by the Owner's Representative. Rectification may include complete removal and renewal of the previously installed liner and re-inspection one (1) year from acceptance. Correction of failed CIPP or CIPP deemed defective from mid-warranty internal condition inspection or test reports for structural values, thickness, etc., shall be repaired or replaced at no extra cost to the Owner. Payment for quality assurance sampling and testing of installed liner will be included in the unit price. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.

54-58. Internal Pipe Point Repair with CIPP, All Diameters, all wall thickness, guide Spec 02500: Measurement for payment will be per each (EA) point repair up to fifteen (15) linear feet (LF) in length as measured from the centerline of each connection coupling along the longitudinal axis of the sewer main, rounded to the nearest foot. Payment for the liner will constitute full compensation for the labor, equipment, and materials required to furnish and install the work complete. All costs for repairing gravity sewer pipe by CIPP will be included in the unit prices. The unit prices shall include testing, wet-out, bypass pumping, pre-liner, insertion, curing, pre and post-installation CCTV inspection for quality control, watertight sealing connections at manholes, sealing of cut

edges in pipe and/or manholes and all other related procedures and materials necessary to complete the pipe lining. Payment shall be withheld due to failure to submit all post-installation CCTV video and other required quality control documentation for the work. No payment shall be made for any portion of failed CIPP lining attempts and result in other methods used, such as open cut. If a section of existing host pipe must be repaired or replace prior to installation, then the section will be paid for only by the appropriate conventional pipe work/point repair bid item. An additional CCTV inspection shall be allowed for in the Contractor's unit price and work schedule, to be performed two (2) years following the acceptance of a CIPP liner. Should any fault be found with the repair, the fault shall be rectified as specified by the Owner's Representative. Rectification may include complete removal and renewal of the previously installed liner and re-inspection one (1) year following the acceptance of the liner.

### **Sanitary Sewer Service Laterals**

59. Robotic Reconnection of Existing Services Laterals, Guide Spec 02530: Measurement for payment will be per each (EA). Payment will constitute full compensation to re-connect active services complete and in operation to the lined sewer. Payment for each service re-connection associated with CIPP liners will include the opening of the service tap by robotically cutting the liner insitu, brushing and sealing cut edges as directed by the Owner's Representative. Each lateral shall include a watertight seal. There shall be no additional compensation to complete the watertight sealing of each lateral and shall be included within the unit price bid. This includes CCTV monitoring of the reconnection process, as well as CCTV zoom into each service lateral after reconnection is complete per with Guide Spec 02520. There shall be no distinctions made for size of service connection or lateral. If, in the course of the work, an existing service connection is omitted and the Contractor must return to the location to reconnect a service, the reconnection shall be made at the unit price bid and there shall be no additional compensation for remobilization or set-up.
60. Cured-in-Place, Renewal of Service Lateral, Mainline to Edge of Easement or ROW, Guide Spec 02530: Contractor will be paid per lineal foot (LF) for renewing service laterals using cured-in-place pipe in accordance with Guide Spec 02500 and include, but are not limited to, materials testing, location of service lateral layout and bends, pre and post-installation CCTV inspection, reconnection of service lateral house connection service, and all other related procedures and materials necessary to complete the lining of each service lateral. All lateral rehabilitation shall terminate at the edge of the Right-of Way or Easement. No payment shall be made for any portion lining attempts which fail and result in other methods of replacement used, such as open cutting.
61. Service Lateral Reconnection 4"-6" Diameter, Various Depths, All Materials, up to 5 LF, Guide Spec 02530: Measurement for payment will be per each (EA).

Before each exposed service lateral is reconnected it shall be inspected for defects with a CCTV push-camera manually inserted into the service lateral. When structural defects are observed during the inspection, the service lateral shall be replaced from the mainline to the right-of-way or easement boundary at the discretion of the Owner's Representative. Payment will constitute full compensation to reconnect services excavated and exposed in conjunction with open cut mainline replacement, pipe-bursting and external point repair work. Payment for each service reconnection will include a wye fitting or an electrofusion, saddle connection installed on the mainline, replacement of up to 5 linear feet of service lateral pipe to accommodate change in horizontal/vertical alignment, including replacement of service line fittings and connections, any additional excavation or pavement saw-cutting, removal, disposal, shoring, dewatering, bedding pipe zone backfill and final backfilling. All associated costs for testing, post-installation cleaning, if required, and post-installation CCTV video require quality control documentation for the work. No separate or additional payment will be made to install ductile iron piping or fittings for the service piping connections.

62. Service Lateral Replacement, 4" to 6" Diameter, Any Depth, Additional Footage over 16 LF, Guide Spec 02530: Measurement for payment will be per linear foot (LF). Payment will constitute full compensation at all depths to remove and replace the necessary length of existing service lateral piping beyond the 16 linear feet section of new service lateral piping included with provision of a service reconnection at the R/W or Easement. Each service lateral replacement shall include, but not limited to excavation, shoring, dewatering, pavement saw-cutting, bedding, pipe zone backfill, final backfill, removal and disposal of excavated material if replaced with imported fill material. Each service lateral replacement shall include piping and piping products for a complete installation such as sewer main couplings, sleeves, lateral piping, lateral pipe fittings and lateral connection couplings at no additional cost. All related costs for testing, post-installation cleaning, and post installation CCTV inspection for quality control shall be included under this item. Payment shall be withheld due to failure to submit all post installation CCTV video and other required quality control documentation for the work. No separate or additional payment will be made to install ductile iron piping or fittings for the service piping connection. Separate payment will be made for surface restoration.
63. Service Lateral Replacement, 4" to 6" Diameter, Various Depths, Up to 16 LF, Guide Spec 02530: Measurement for payment will be per linear foot (LF) service lateral replaced. Payment will constitute full compensation at all depths to remove, and replace, the existing sewer lateral piping from the reconnection of the lateral at the sewer main up to 16 linear feet. Each service lateral replacement shall include, but not limited to excavation, shoring, dewatering, pavement saw-cutting, bedding, pipe zone backfill, final backfill, removal and disposal of excavated material if replace with imported fill material, piping and piping products for a complete installation, sleeves, lateral piping, lateral pipe fittings and



- lateral connection couplings, at no additional cost. All related costs for testing, post-installation cleaning, if required and post-installation CCTV inspection for quality control shall be included under this item. Payment shall be withheld due to failure to submit all post-installation CCTV video and other required quality control documentation for the work. No separate or additional payment will be made to install ductile iron piping or fittings for the service pipe reconnection. Separate payment will be made for surface restoration.
64. Relocation, Reconnect to Existing Sanitary Sewer, Any Depth, Guide Spec 02530: Measurement for payment will be per each (EA). Payment will constitute full compensation for excavating, removal and disposal of excavated material if replaced with imported fill material, reconnecting, backfilling, site restoration and pavement repair at the connection point. The unit price bid shall include, but not limited to, all costs for material, labor, equipment, and other miscellaneous items as required for a complete installation. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.
65. Relocation from Sanitary Sewer to Property Line, Any Depth, Guide Spec 02530: Measurement for payment will be per linear foot (LF) of pipe from the connection to the sanitary sewer line to the property line. Payment will constitute full compensation for excavating, laying pipe, installing a clean-out, connecting to sanitary sewer line, site restoration and pavement repair. The unit price bid shall include, but not limited to, all costs for material, labor, equipment, and other miscellaneous items as required for a complete installation. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.
66. Sewer, Service Lateral, Cap or Plug Existing Lateral, Any Depth, Guide Spec 02530: Measurement for payment will be per each (EA). Payment will constitute full compensation for excavating, cutting, plugging and backfilling the service lateral. The unit price bid shall include, but not limited to, all costs for material, labor, equipment, and other miscellaneous items as required for a complete installation. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.
67. Sewer, Cleanout, Install at ROW or Edge of Easement on Private Service, Guide Spec 02530: Measurement for payment will be per each (EA). Payment will constitute full compensation to install a two-way cleanout at the edge of the right-of-way or easement boundary complete to include riser piping, cleanout box and/or accessories, cleaning (if necessary), testing, and restoring the service laterals operation per Guide Specs 02730, 02735, Drawing Details, and to the

latest DeKalb County DWM Design Standards Manual. The cleanout shall incorporate all appropriate and necessary couplings to both the service connection and house connection. A cleanout shall be installed in conjunction with all service lateral replacements to edge of right-of-way or to edge of easement.

### **Sanitary Sewer Point Repairs**

68-74. External Sewer Point Repairs, All Diameters, All Pipe Materials, All Depth Categories, Guide Spec 02535: Measurement for payment will be per each (EA) sewer main point repair up to fifteen (15) linear feet (LF) in length as measured along the longitudinal axis of the sewer main, rounded to the nearest foot, and generally from new coupling to new coupling. Payment will constitute full compensation for each external point repair including, but not limited to, labor, new materials, equipment, dewatering, by-pass pumping, pavement saw cutting, excavation, removing, and disposing excavated materials if replaced with imported material per Section 02324, shoring, disposing all waste materials, transportation, safely maintaining open pit until repairs are completed, installing new piping, installing flexible repair couplings, post-construction CCTV quality control inspection, and backfilling. Payment shall be withheld due to failure to submit all post-installation CCTV video and other required quality control documentation for the work. No separate payment shall be made for concrete collars and couplings or rebuilding pipe penetrations and existing manhole inverts considered incidental to the Work. The point repair depth shall be considered the same as the average sewer main depth for measurement and payment purposes regardless of the actual excavation depth required. The average sewer main pipeline depth shall be as measured from the pipe invert to the existing ground level at the upstream and downstream manhole. Each point repair shall include replacing a section of sewer main pipe up to fifteen (15) linear feet in length, replacing up to one (1) service reconnection including furnishing and installing necessary service connection pipe, fittings and flexible coupling for a complete reinstatement of the sewer collection piping assembly. Payment will not be remitted to repair any damage to the surrounding areas caused by the Contractor in performance of the Work unless specifically authorized in writing by the Owner's Representative. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative.

75-79. External Sewer Point Repairs, All Diameters, All Pipe Materials, All Depth Categories, Additional Linear Footage, Guide Spec: 02535: Measurement for payment will be per linear foot of sewer pipe over the fifteen (15) linear feet included in the unit price for an External Point Repair. All length measurements shall be taken as field measurements along the longitudinal axis of the sewer. The depth category shall be the same average sewer main depth as measured for the aforementioned point. Payment will constitute full compensation for all costs for additional new pipe and materials including, but not limited to, labor, equipment,

dewatering, by-pass pumping, pavement saw-cutting, excavating, removing and disposing excavated material if replaced with imported material per Section 02324, shoring, disposing all waste materials, transportation, and safely maintaining open pit until repairs are completed, installing new piping, installing flexible repair couplings, post-construction CCTV quality control inspection, and backfilling. Payment shall be withheld due to failure to submit all post-installation CCTV video and other required quality control documentation for the work. The point repair depth shall be considered the same as the average sewer main depth for measurement and payment purposes regardless of the actual excavation depth required. Payment will not be remitted to repair any damage to the surrounding areas caused by the Contractor in performance of the Work unless specifically authorized in writing by the Owner's Representative. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative.

80. Abandon (grout fill) Existing Sewer Line in Place, 6" to and including 12" Diameter, Guide Spec 02535: Measurement for payment will be per linear foot (LF). Payment will constitute full compensation for existing sewer abandonment by grout filling the existing sewer line in place. The unit price bid shall include, but not be limited to, all costs for material, labor, equipment, bulkheads, vent piping and other miscellaneous items as required for a complete installation. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.
81. Cut & Plug Existing Sewer Line, 6" to and including 12" Diameter, Guide Spec 02535: Measurement for payment will be per each (EA). Payment will constitute full compensation for excavating, cutting, plugging and backfilling the sewer line. The unit price bid shall include, but not limited to, all costs for material, labor, equipment, and other miscellaneous items as required for a complete installation. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.
82. Flowable Fill, Guide Spec 02535: Price shall include furnishing and installing controlled low strength flowable fill concrete in accordance with Guide Spec 02535, including labor, materials, equipment and any misc. formwork (if required). Measurement shall be in cubic yards complete in-place and accepted.
83. Concrete Encasement (if required), Guide Spec 02535: Price shall include furnishing and installing concrete encasement in accordance with Guide Spec 02535, including labor, equipment, materials and any misc. formwork (if required). Measurement shall be in cubic yards complete in-place, tested and

accepted. Payment for all soils and concrete testing shall be made separately.

### **Sanitary Sewer Replacement**

84-106. Replacement, Ductile Iron Pipe (DIP) Gravity Pipe (Replace), All Diameters, All Depth Categories, Open Cut, Guide Spec 02537: Measurement for payment will be per linear foot (LF) of pipe for gravity sewer replacement of existing pipe by open cut measured from inside face of manhole to inside face of manhole. Depth of cut shall be the average depth of the pipeline as measured from the pipe invert to the existing ground level at the upstream and downstream manhole. Payment will constitute full compensation for all costs including, but not limited to, all labor, equipment, transportation, tools, dewatering, bypass pumping, pavement saw-cutting, excavation, removal and disposal of excavated material if replaced with imported material per Guide Spec 02324, existing pipe removal and disposal (size and material may vary), pipe bedding, haunching, pipe zone backfill and pipe to manhole connections, pipe cutting, rebuilding existing manhole inverts and pipe beveling, as required, for a complete installation of new piping per Guide Spec 02535. Fittings and materials needed to reconnect service laterals will be a separate payment under Guide Spec 2530. No additional payment will be made for replacing defective materials. No separate payment will be made for cutting or beveling pipe. All associated costs for air testing, post-installation cleaning (if required), and post-installation CCTV inspection for quality control shall be included under this item. Payment shall be withheld due to failure to submit all post-installation CCTV video and other required quality control documentation for the work. No separate payment shall be made for survey work performed by or for the Contractor to establish reference points, benchmarks, cut sheets, limits of rights-of-way or easement, including their restoration, centerlines or baseline points. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.

### **Manhole Rehab**

107. Locate and Expose Buried Manhole, Street, guide Spec 02607: Contractor will be paid for locating and exposing buried manholes on a per each (EA) basis. Locating and exposing manholes to the proper elevation shall be done according to Guide Specs 02607 or 02700, whichever is most applicable for the site and approved by Owner's Representative. Payment shall be made at the bid price for each buried manhole that is acceptably located and exposed and will constitute full compensation for furnishing all labor, materials, tools, and equipment necessary to perform all work. Payment for pavement patch or restoration will be a separate payment item. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.

108. Locate and Expose Buried Manhole, Non-Street, Guide Spec 02607: Contractor will be paid for locating and exposing buried manholes on a per each (EA) basis. Locating and exposing manholes to the proper elevation shall be done according to Guide Spec 02607 and approved by Owner's Representative. Payment shall be made at the bid price for each buried manhole that is acceptably located and exposed and will constitute full compensation for furnishing all labor, materials, tools, and equipment necessary to perform all work.
109. Height Adjustment, Each 12" Height Adjustment Lift, Guide Spec 02607: Measurement for payment will be per each (EA) 12" height adjustment. The final adjustment may be less than 12" but total adjustment payment will be based on the number of 12" adjustment lifts required to reach the proper height and maintaining a 24" clear manhole opening concentric with the frame. Work shall include removing the casting frame and building up the chimney section of the manhole (reuse existing casting frame and cover). Payment will constitute full compensation for all costs for uncovering and/or adjusting each manhole to grade or higher will be included in the unit price, including, but not limited to, labor, equipment, transportation, tools, manhole vacuum testing and all other related procedures and materials necessary to produce the results specified in Guide Spec 02607. Contractor will advise the Owner's Representative in writing prior to proceeding. There shall be no distinctions made for diameter of the manhole or its material composition. No separate payment shall be made for resetting existing manhole frames and covers. This work shall be considered an integral part of raising manholes. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Additional traffic control measures required for work in high-traffic/commercial areas will be paid for separately when authorized by the Owner's Representative. Payment for all soils and concrete testing shall be made separately by the Owner.
- 110-112. Replace Manhole Frame & Cover, All Types, Guide Spec 02608: Measurement for payment will be per each (EA). Payment will constitute full compensation for costs for replacing manhole frames and covers including, but no limited to labor, equipment, transportation, tools, pavement removal/disposal/replacement, and all other related procedures and materials necessary to produce the results specified in Guide Spec 02608. Contractor and Owner's Representative shall verify the type of frame and cover required for each location prior to replacement. Contractor will advise the Owner's Representative in writing in the daily report identifying each manhole with replaced type frame and cover. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Additional traffic control measures required for work in high-traffic or commercial areas will be paid for separately when authorized by the Owner's Representative.
- 113-114. Replace Manhole Cover, All Types, Guide Spec 02608: Measurement for payment will be per each (EA). Payment will constitute full compensation for costs for replacing manhole covers including, but no limited to labor, equipment, transportation, tools, and all other related procedures and materials necessary to

produce the results specified in Guide Spec 02608. Contractor will advise the Owner's Representative in writing in the daily report identifying each manhole with replaced type cover. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Additional traffic control measures required for work in high-traffic or commercial areas will be paid for separately when authorized by the Owner's Representative.

115. Manhole Frame Sealing, Guide Spec 02609: Measurement for payment will be per each (EA). Payment will constitute full compensation for all costs for installing a manufactured or applied internal or external flexible seal to frame joints including, but no limited to, labor, equipment, transportation, tools, and all other related procedures and materials. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Additional traffic control measures required for work in high-traffic or commercial areas will be paid for separately when authorized by the Owner's Representative.
116. Inside Drop Connection, Guide Spec 02610: Measurement for payment will be per vertical foot (VF). Payment will constitute full compensation for all costs for installing a new inside drop connection per the latest DeKalb County DWM Design Standards Manual Standard Detail No. S-027, including, but no limited to labor, equipment, transportation, tools, and all other related procedures and materials. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Additional traffic control measures required for work in high-traffic or commercial areas will be paid for separately when authorized by the Owner's Representative.
117. Outside Drop Connection, Guide Spec 02610: Measurement for payment will be per vertical foot (VF). Payment will constitute full compensation for all costs for installing a new outside drop connection per the latest DeKalb County DWM Design Standards Manual Standard Detail No. S-003, including but not limited to labor, equipment, transportation, tools, excavation, shoring, dewatering, pavement saw-cutting, bedding, pipe zone backfill, final backfill, removal and disposal of excavated material if replace with imported material, piping and piping products for a complete installation, and all other related procedures and materials. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Additional traffic control measures required for work in high-traffic or commercial areas will be paid for separately when authorized by the Owner's Representative. Payment material testing shall be paid for separately by the Owner.
118. Rebuild Invert and Bench, Guide Spec 02900: Measurement for payment will be per each (EA). Payment will constitute full compensation for all costs for rebuilding the invert and bench including, but not limited to, labor, equipment, transportation, tools, and all other related procedures and materials. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Additional traffic control measures required for work in high-traffic

or commercial areas will be paid for separately when authorized by the Owner's Representative.

119. Remove Intruding Connection, Guide Spec 02900: Measurement for payment will be per each (EA) for each manhole protruding connection removed. Payment will constitute full compensation for cutting and/or grinding down protruding connections, including, but not limited to, labor, equipment, transportation, tools, and all other related procedures and materials necessary to produce the results specified in Guide Spec 02900. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high traffic or commercial areas will be paid when authorized by the Owner's Representative.
120. Sealing and Patching, 48" to and including 60" Diameter Manhole, Guide Spec 02900: Measurement for payment will be per square foot (SF) of manhole wall actually sealed and/or patched. Payment will constitute full compensation for all manhole surface preparation and cleaning, patching, sealing active leaks, flow control/bypass pumping, clean up, inspection, quality assurance testing (manhole vacuum testing), and any other work or materials necessary to complete the work for up to thirty (30) vertical feet of depth. Sealing and patching work under this item is "stand-alone" and will be paid only for manholes not to be subsequently lined under another pay time. Payment will include all costs associated performing the work in accordance with Guide Spec 02900. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high traffic or commercial areas will be paid when authorized by the Owner's Representative.
121. Cementitious Manhole Coating, 48" to and including 72" Diameter, Guide Spec 02900: Measurement will be per square yard (SY) of manhole wall coated. Payment will constitute full compensation for all labor, equipment, transportation, tools, removal of steps, surface preparation, cleaning, patching, sealing, coating, flow control/bypass pumping, clean up, inspection, quality assurance testing (manhole vacuum testing), and any other work or materials necessary to complete the work for up to thirty (30) vertical feet of depth per Guide Spec 02900. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high traffic or commercial areas will be paid when authorized by the Owner's Representative.
122. Epoxy Manhole Coating, 48' to and including 72" Diameter, Guide Spec 02900: Measurement will be per square yard (SY) of manhole wall coating. Payment will constitute full compensation for all labor, equipment, transportation, tools, removal of steps, surface preparation, cleaning, patching, sealing, coating, flow control/bypass pumping, clean up, inspection, quality assurance testing (manhole vacuum testing), and any other work or materials necessary to complete the work for up to thirty (30) vertical feet of depth per Guide Spec 02900. Traffic control measures for work in low-traffic or residential areas shall be included in the unit

price. Traffic control measures required for work in high traffic or commercial areas will be paid when authorized by the Owner's Representative.

123. Fiberglass Manhole Lining, 48" to and including 72" Diameter, Guide Spec 029001: Measurement will be per square yard (SY) of manhole wall lined. Payment will constitute full compensation for all labor, equipment, transportation, tools, surface preparation, cleaning, patching, grouting, sealing, lining, flow control/bypass pumping, clean up, inspection, quality assurance testing (manhole vacuum testing), and any other work or materials necessary to complete the work for up to thirty (30) vertical feet of depth per Guide Spec 02900. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high traffic or commercial areas will be paid when authorized by the Owner's Representative.
124. Abandon & Fill Existing Manhole, Roadway, Any Depth, All Sizes, Guide Spec 02900: Measurement for payment will be per each (EA). Payment will constitute full compensation for existing manhole abandonment by removing frame and cover and demolishing structure as per DeKalb County DWM Design Standards Manual Standard Detail No. S-005, Method of Manhole Abandonment. Finish by grout filling the existing manhole in place. Road surface repair will be a separate pay item and completed as per the latest DeKalb County DWM Design Standards Manual Standard Detail G-005 Typical Patch and Resurfacing Detail. The unit price bid shall include, but not be limited to, all costs for material, labor, equipment, bulkheads, and other miscellaneous items as required for a complete installation. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.
125. Abandon & Fill Existing Manhole, Easement, Any Depth, All Sizes, Guide Specs 02900: Measurement for payment will be per each (EA). Payment will constitute full compensation for existing manhole abandonment as per DeKalb County DWM Design Standards Manual Standard Detail No. S-005, Method of Manhole Abandonment. The unit price bid shall include, but not be limited to, all costs for material, labor, equipment, bulkheads, and other miscellaneous items as required for a complete installation. Surface restoration will be paid separately per Guide Specs 02485 or 02486, whichever is most applicable. Traffic control measures for work in low-traffic/residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic/commercial areas will be paid when authorized by the Owner's Representative.

### **Manhole Replacement**

- 126-133. Sewer Manholes, 48" to and including 72" Diameter, Any Depth, Pre-Cast Concrete, Guide Spec 02641: Payment will be for each (EA) replacement manhole per the diameter and the depth range the manhole falls within as measured from



the top of the frame to the invert of the outgoing pipe. Payment will constitute full compensation for all costs for installing new pre-cast concrete manholes complete per Guide Spec 02641 and Guide Spec 02900. The unit price bid shall include, but not limited to, excavation, shoring, manhole bedding, base, riser sections(s), cone, anti-floatation measures (if required), chimney, frame, cover, sealant, flexible piping connections, invert, bench(s), trough, connecting the pipes to the manhole, backfill and manhole vacuum testing. Payment will include full compensation for removal, transportation, and disposal of the existing manhole and any debris. Traffic control measures for work in low traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high traffic or commercial area will be paid when authorized by the Owner's Representative.

### **Pavement Repairs**

134. Road Pavement Patch, with Concrete Cap, Guide Spec 02700: Measurement for payment will be per square yard (SY) of pavement removed and replaced. Payment will constitute full compensation for saw-cutting, removal and disposal of existing pavement and placement of new pavement to include concrete cap, restoration of existing pavement markings. The unit price shall include, but not be limited to, labor, equipment, materials, transportation, and tools required to perform the work in accordance with the latest DeKalb County DWM Design Standards Manual Standard Detail G-005, Typical Patch and Resurfacing Detail. No additional payment will be made for removing and replacing adjacent pavement damaged while performing the sewer rehabilitation and replacement work. Traffic control measures required for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative. Payment for materials testing shall be paid for separately by the Owner.
135. Road Pavement Patch, Asphalt Guide Spec 02700: Measurement for payment will be per square yard (SY) of pavement removed and replaced. Payment will constitute full compensation for saw-cutting, removing and disposing existing pavement and placing new pavement, including restoring existing pavement markings. The unit price shall include, but not be limited to, labor, equipment, materials, transportation, and tools required to perform the work in accordance with the latest DeKalb County DWM Design Standards Manual Standard Detail G-006, Typical Asphalt Pavement Patch. No additional payment will be made for removing and replacing adjacent pavement damaged while performing the sewer rehabilitation and replacement work. Traffic control measures required for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative. Payment for materials testing shall be paid for separately by the Owner.
136. Asphalt Milling and Overlay Guide Spec 02700: Measurement for payment will be per square yard (SY) of pavement removed and replaced. Payment will constitute full compensation for milling, removing and disposing existing asphalt pavement and

placing new pavement, including restoring existing pavement markings. The unit price shall include, but not be limited to, labor, equipment, materials, transportation, and tools required to perform the work in accordance with the latest DeKalb County DWM Design Standards Manual. No additional payment will be made for removing and replacing adjacent pavement damaged while performing the sewer rehabilitation and replacement work. Traffic control measures required for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative. Payment for materials testing shall be paid for separately by the Owner.

137. Asphaltic Concrete Driveway Replacement, Residential & Commercial, Guide Spec 02700: Measurement for payment will be per square yard (SY) of driveway removed and replaced. Payment will constitute full compensation for removing, disposing, and replacing asphalt driveways. Replaced driveways shall be installed per the Drawings and Guide Spec 02700. Traffic control measures required for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative. Payment for materials testing shall be made separately by the Owner.
138. Curb & Gutter, Granite & Concrete, Guide Spec 2710: Measurement for payment will be per linear foot (LF) of curb removed and replaced. Payment will constitute full compensation for removing, disposing, and replacing existing curb and gutter as necessary to complete the sewer rehabilitation or replacement work. Replacing granite curbs and gutters shall be per Guide Spec 02700 and concrete curbs and gutters shall be per Guide Spec 02710. Traffic control measures required for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative.
139. Concrete Driveway Replacement, Residential & Commercial, Guide Spec 02710: Measurement for payment will be per square yard (SY) of driveway removed and replaced. Payment will constitute full compensation for saw cutting, removing, disposing, and replacing concrete driveways. Replaced driveways shall be installed per the Drawings and Guide Spec 02710. Traffic control measures required for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative. Payment for all materials testing shall be made separately by the Owner.
140. Concrete Sidewalk, Guide Spec 02710: Measurement for payment will be per square yard (SY) of concrete sidewalk removed and replaced. Payment will constitute full compensation for saw cutting, removing, disposing, and replacing a public or private sidewalk per Guide Spec 02710. Traffic control measures required for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures

required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative.

### **Sanitary Sewer and Manhole Maintenance**

- 141-143. Sanitary Sewer, Heavy Cleaning, 6" to and including 24" Diameter, Guide Spec 02956: Measurement for payment will be per linear foot (LF) for the size classification category of sewer acceptably cleaned. Payment will constitute full compensation for sewer cleaning including, but not limited to, labor equipment, transportation, tools, and all other related procedures and materials necessary to produce the results specified in Guide Spec 02956. Sewers will be cleaned to remove debris or obstructions found in sewers impeding or prohibiting flow. All sewer-cleaning debris shall be collected and removed from the line through the manhole by bucket, suction, or other means. Removal and disposal of debris and other solids removed from the sewers shall be paid separately under Guide Spec 02956. Post cleaning CCTV inspection shall be included in this bid item cost for all heavy cleaned pipe segments and be performed per Guide Spec 01510 except defect coding will not be required. CCTV inspection shall also include the manhole to manhole segment immediately downstream of the last heavy cleaned sewer segment. If more than 5% of the pipe's cross sectional area of any inspected pipe remains then the sewer shall be re-cleaned at the contractor's sole expense. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative.
144. Sewer Debris Removal and Disposal From Heavy Cleaning, Guide Spec 02956: Measurement for payment will be per ton for actual tonnage disposed as documented on an official copy of the disposal manifest form or ticket receipt provided by the disposal site. Payment will constitute full compensation for removal, transportation and disposal of debris from sewer cleaning operations including, but not limited to, labor, equipment, transportation, tools, and all other related procedures and materials necessary to produce the results per Guide Spec 02956. The official copy of the disposal manifest form or ticket receipt must clearly indicate the tonnage disposed, and must be submitted to the Owner's Representative no later than three (3) days after the debris was disposed.
145. Sewer, Root Removal, 6" to and including 24" Diameter, Guide Spec 02956: Measurement for payment will be per linear foot (LF) as measured from the farthest root removal section to the nearest manhole for the actual lineal footage of pipeline having roots removed. Payment shall include, but not limited to, labor, equipment, transportation, tools, and all other related procedures and materials necessary per Guide Spec 02956. Payment will not be remitted for the entire pipe segment length unless continuous root removal is required from the upstream to the downstream manhole. The Contractor must receive authorization for payment from the Owner's Representative prior to proceeding. Traffic control measures for work in low-traffic or residential areas shall be included in the unit price.

Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative.

146. Protruding Lateral Removal and Disposal, Guide Spec 02956: Measurement for payment will be per each (EA) for each protruding service lateral removed. Payment will constitute full compensation for cutting and/or grinding down protruding service laterals, including, but not limited to, labor, equipment, transportation, tools, and all other related procedures and materials necessary to produce the results specified in Guide Spec 01510. Removal of protruding laterals will be done to remove obstructions and/or upsize sewers. Contractor will advise the Owner's Representative in writing prior to proceeding.

### **Sanitary Sewer Pipe Bursting**

- 147-149. Sewer, Replacement with HDPE or DIP using Pipe-Bursting Methods, All Diameters, All Depths, Guide Spec 02958: Measurement for payment will be per linear foot (LF) of sewer replaced by bursting. Payment will constitute full compensation for replacing existing gravity sewer mains with HDPE or DIP piping using pneumatic or static pipe-bursting methods. The unit price bid shall include, but not limited to, furnishing material, installation, equipment, stringing pipe, bypass pumping, installing pipe, lubrication, connecting pipes, rebuilding existing manhole wall and invert, air testing, material testing, post-installation cleaning (if required), post-installation CCTV inspection for quality control, and all other related procedures and materials necessary to complete pipe-bursting per Guide Spec 02958. Payment for reconnecting service laterals shall be a separate pay item under Guide Spec 02530. Pipe bursting payment shall be withheld due to failure to submit all post-installation CCTV video and other required quality control documentation for the Work. No payment shall be made for any portion of a failed pipe-bursting attempt and results in the use of other replacement methods such as open cut. If a section of existing pipe must be otherwise replaced, then the section will be paid for only by the appropriate conventional pipe work/point repair bid item. Traffic control measures required for work in low-traffic or residential areas shall be included in the unit price. Traffic control measures required for work in high-traffic or commercial areas will be paid when authorized by the Owner's Representative.
- 150-151. Pipe-Bursting Launch Pits, All Depths, Guide Spec 02958: Measurement of payment will be per each (EA) pit depth range regardless of pit width and length. Payment shall include but not limited to labor, equipment, transportation, tools, excavation, shoring, dewatering, pavement saw-cutting, bedding, pipe zone backfill, final backfill, removal and disposal of excavated material if replaced with imported material, and all other related procedures and materials required for replacing gravity sewer by pipe-bursting. Depth of cut for excavation of pit shall be measured from the installed pipe invert to existing ground level at pipe centerline of horizontal alignment. The unit price shall also include installing and removing appropriate trench stabilization equipment. Payment for surface

restoration will be a separate pay item and calculated as actual surface area needing restoration or no greater than a surface restoration area allowance; whichever results in the smaller area. The restoration allowance is calculated whereby the pit width is two times the pit depth and the pit length is three times the pit depth.

- 152-153. Pipe-Bursting Receiving Pits, All Depths, Guide Spec 02958: Measurement of payment will be per each (EA) pit depth range regardless of pit width and length. Payment shall include but not limited to labor, equipment, transportation, tools, excavation, shoring, dewatering, pavement saw-cutting, bedding, pipe zone backfill, final backfill, removal and disposal of excavated material if replaced with imported material, and all other related procedures and materials required for replacing gravity sewer by pipe-bursting. Depth of cut for excavation of pit shall be measured from the installed pipe invert to existing ground level at pipe centerline of horizontal alignment. The unit price shall also include installing and removing appropriate trench stabilization equipment. Payment for surface restoration will be a separate pay item and calculated as actual surface area needing restoration or no greater than a surface restoration area allowance; whichever results in the smaller area. The restoration allowance is calculated whereby the pit width is two times the pit depth and the pit length is three times the pit depth.

### **Allowances**

154. Design Support Allowance – This allowance shall cover costs associated with design support services required to complete the Basis of Design Report, 60 percent design drawings, and final design drawings. Contractor shall submit to the County for approval a scope and cost proposal for required support services. All design support activities shall be expensed at cost with no Contractor markup. Design support services shall include the following:
- Subsurface Utility Engineering (SUE) services as required to confirm existing condition information such as geospatial location (alignment), connectivity, material size, invert/rim elevations and locations for any assets proposed for replacement. Subsurface Utility Engineering services must be provided by a GDOT prequalified contractor.
  - Geotechnical Services as determined necessary by the Contractor to confirm the suitability of the proposed rehabilitation design.
  - Other exploration, testing, and analyses that may be required to determine the suitability of the design including but not limited to soil corrosivity analyses and environmental surveys.
155. Rock Excavation Allowance – This allowance shall cover costs associated with rock removal with regard to pipe and manhole installation. Payment for rock excavation will be made for the quantities as described herein measured in place by the cubic yard at a unit price negotiated with the Owner. Payment shall be full compensation for labor, equipment, materials, excavation, blasting and/or mechanical removal and disposal of rock. Payment for placement of backfill material will be made

from Guide Spec 02324 Unsuitable Soil Replacement (imported soil fill). When rock is encountered the material shall be uncovered and the Owner's Representative notified. The Contractor shall take cross sections of the rock surface. Failure to uncover the rock, notify the Owner's Representative, and provide cross sections of the undisturbed material shall give the Contractor no right of claim to any classification other than unclassified soils. The top of the trench will be ground elevation as determined by the Owner's Representative prior to excavation. The grade of the invert of the pipe shall be as shown on the drawings. The quantity of rock excavation to be paid shall be the number of cubic yards of rock measured in place, per the trench width pay limits. Measurement for width shall be limited to 12 inches beyond the outside of the pipe. Measurement for rock excavation will extend to a depth of 8 inches below the pipe barrel for pipe diameter of 21 inch or less and extend to a depth of 12 inches for larger diameter pipe. At manholes and other structures, measurement will be to 24 inches from the outside face of the structure and 12 inches below the bottom of the slab. No measurement or payment will be made for over excavation. The Owner's Representative must confirm the volume of rock removal within the limits herein specified. Weathered rock and mixed face or any material removable with moil-point hydra hoe attachment or a rock bucket on a Cat 345 Backhoe will not be considered rock removal. The Contractor will need to submit a blasting plan to the Owner for review and approval prior to the occurrence of any blasting operations.

156. Materials Testing Allowance – This allowance shall cover cost of the Contractor engaging a third party testing or inspection agency to conduct materials testing for asphalt, concrete, and soil. The allowance does not include costs for retesting on failure of previous tests and inspections, or failure of the Contractor to be ready for scheduled tests or inspections. The Contractor shall submit the third party testing or inspection agency cost proposal to the Owner for review and approval. The Contractor shall not employ any third party agency without obtaining the Owner's written consent.
157. Owner Controlled Allowance – This allowance shall cover cost of related sewer rehabilitation work to be performed in conjunction with this project at the direction of the Owner. Work performed under this allowance shall comply with required sections of the project specifications utilizing pay items indicated in the Unit Price Bid Form. Work will be provided to the Contractor in written form including supplemental exhibits. No work will be performed without prior written approval of the Owner.

### **Community Outreach/Right of Entry Acquisition**

158. Measurement for payment shall be per each (EA) for plat and legal description required for property easement acquisition. Payment will constitute full compensation for the preparation of each property plat and legal description showing the new permanent and temporary easement. Each property plat and legal description shall be prepared and sealed by a registered land surveyor in the state of Georgia. The final plats and legal descriptions shall meet all legal requirements applicable to DeKalb

County for utilization in the acquisition of permanent easements. The Owner will procure a separate firm to complete title work and appraisals associated with easement acquisition.

159. Measurement for payment shall be lump sum for the Contractor's provision of Community Outreach services as per Guide Spec 01351. The Contractor will be responsible for providing notifications to the Public including community notices as well as individual notices. The Contractor will be responsible for obtaining executed Right of Entry (ROE) agreements prior to the start of the Work. Contractor is responsible for three (3) attempts to obtain executed ROEs before escalating ROE procurement to the County for assistance.

### **Permitting**

160. Measurement and payment shall be lump sum for Final Design and Construction permitting services. The Contractor along with the Owner will meet with required regulatory agencies including but not limited to Army Corps of Engineers, Georgia EPD, Georgia Department of Transportation, and local cities. The Contractor shall be responsible for preparation of permitting applications and notices required by the regulatory agencies as well as payment of any permit application fee. The Contractor will be responsible for tracking of permit compliance and all required regulatory notifications and reporting. Contractor shall comply with all regulatory and environmental mitigation requirements.

### **Topographic Surveying**

161. Measurement and payment shall be based on linear feet of survey. Contractor will need to perform topographic survey as determined necessary to confirm the suitability of the proposed rehabilitation design. At a minimum the limits of survey will need to include the required sewer easement area to perform the work. The survey should be referenced to the North American Datum (NAD83) and the vertical datum will be referenced to the North American Vertical Datum (NAVD88). The deliverable to the Owner will include AutoCad files (version 14 or later) of the newly collected survey data and a PDF file of the survey. At a minimum the topographic survey needs to include the following:

- Location of visible property corners adjacent to or within the survey limits.
- Location of apparent drainage and sanitary sewer information including ditch bottoms, top elevations, invert elevations, sizes and connections (pipe material will be noted where it can be determined from visual observations).
- Topographic data at 2-foot contour intervals.
- Location of utilities marked prior to initial survey field work.
- Location of roadway features including edge of pavement, curb, gutter and centerline.

- Labeling of road names and property owners on drawing (per DeKalb County GIS data).
- Location of permanent or significant structures or natural features.
- Location of significant observable obstacles within the easement area for each site survey area (lakes, ponds, fences, trailers, sheds, pools, power poles, light poles, signs and driveways). Survey information will be needed for preparation of the clearing plan.
- Location of large diameter trees (> 6 inches) noting size and common name for each tree except where jurisdictional requirements differ.
- Location of wetland and stream buffer delineation limits.

No easement clearing shall be performed, only cut lines will done as needed or field locates. At a minimum setting of two construction benchmarks will be listed on plans (Northing, Easting, Elevation, Description) near each end of the pipeline route and not to exceed 1000 feet apart. Property lines and right of way lines will be shown on the survey based on monuments found in the field and based on GIS maps.



**ATTACHMENT C****GENERAL REQUIREMENTS AND SPECIAL CONDITIONS****A. The Bidder shall comply with the following Reference Specifications and Standards:**

<b>Item</b>	<b>Title</b>	<b>Edition</b>
1	Department of Watershed Management Design Standards, Potable Water Main, Gravity Sanitary Sewer, and Sanitary Sewer and Force Main Design Standards	2017 Edition <i>Or Latest Edition</i>
2	Guide Specifications	Exhibit 1
3	Department of Watershed Management Sewer Rehabilitation Design Guidance	Exhibit 2, (July 2016)
4	GDOT Standard Specifications for the Construction of Roads and Bridges	Latest Edition
5	Erosion and Sedimentation Act of 1975 (as amended in 1989)	Latest Edition
6	The Georgia Manual for Erosion and Sedimentation Control	Latest Edition
7	Bridge and Structures Design Manual	Latest Edition
8	Manual on Uniform Traffic Control Devices for Streets and Highways	Latest Edition
9	American Society for Testing and Materials, (ASTM)	Latest Edition
10	American Water Works Association (AWWA)	Latest Edition
11	The American Association of State Highway and Transportation Officials (hereinafter AASHTO)	Latest Edition
12	National Sanitation Foundation (NSF)	Latest Edition
13	American Concrete Institute (ACI)	Latest Edition
14	33 Code of Federal Regulations (CFR) parts 323 and 328	Latest Edition
15	CFR Part 110, et al	Latest Edition
16	International Fire Code	2012 Edition, with Georgia Amendments
17	International Plumbing Code	2012 Edition, with Georgia Amendments
18	International Energy Conservation Code	2009 Edition, with Georgia Supplements and Amendments
19	NFPA 101 Life Safety Code	2012 Edition, with all Georgia State Amendments
20	Georgia Accessibility Code Chapter 120-3-20, as amended	Latest Edition
21	ADA Standards for Accessible Design	2010 Edition

**B. The Contractor shall comply with the following Special Conditions:**

1. **Weekly Report** - Contractor is required to submit in writing a weekly total of all work completed within the preceding week. This information is due on Thursday mornings no later than 7:30 a.m. This total shall include all material used and contract items completed.
2. **Obstruction Compensation** - The Contractor will not be compensated for any delay or damage caused by the utility facilities, obstruction, or any other item not being removed or relocated to clear construction in advance of this work.
3. **Protection of Sidewalks** - It shall be the Contractor's responsibility to protect driveways, sidewalks, curbs and catch basins during construction. Damaged or broken sidewalks, curbs, or catch basins shall be replaced or repaired at the Contractor's expense.
4. **Protection of Roadways** - The Contractor shall use considerable care in protecting the riding surface of all roadways. The Contractor, to the satisfaction of the Owner, will correct gouges, edge failures, curb damage and any other defects deemed necessary.
5. **Pavement** - Pavement removed outside of limit of pavement shown or specified otherwise, will be replaced in kind or with concrete depending upon the area of the excavation. No claims will be considered for compensation for base and pavement restoration outside of the limit of pavement shown.
6. **Traffic Flow** - The flow of traffic will be maintained at all times during construction unless instructed otherwise by the Owner. The Contractor shall furnish all traffic control devices/measures per "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) requirements and guidelines including but not limited to flagmen, warning signs, barricade and lights necessary to control the traffic and protect the public. Payment of traffic control setup shall be made per the unit price established in the contract.
7. **Mailboxes** - If a mailbox must be removed during construction, the Contractor shall replace it in the same order as original, so as to not cause any disruption of mail delivery. The Work will not be measured separately for payment. A temporary mailbox shall be placed by the Contractor to allow customer to receive mail during construction.
8. **Fire hydrants** - Fire hydrant locations will be adjusted in the field as directed by the Owner. Fire hydrants shall not be installed along side of driveways or directly in the front of homes.

9. **Backfilling** - Contractor shall provide all necessary suitable backfill material in the trench and over the pipe, in accordance with the Referenced Standards. All bends, thrust blocks, and appurtenances must be inspected before backfilling the trench.
10. **Pre-Construction Video** - The Contractor is required to record the existing conditions within the right-of-way and all adjacent areas, including all driveways, on videotape prior to any construction activity. A copy shall be submitted to the County and shall become its property. Short narrative descriptions identifying locations are required on the tapes for permanent records.
11. **Erosion Control** - All erosion control measures shall be in place before the start of any excavation.
12. **Dust** - Contractor is responsible for all dust control measures along with keeping the roadway clear of dirt and mud during construction.
13. **Work Sites** - Open construction pits shall be backfilled and closed at the end of each working day. Exceptions shall be permitted only by the approval of the Owner. Open pits and road cuts shall be covered utilizing steel plates in accordance with DWM Design Standards and latest Amendments. All work sites shall be clean and safety protection elements in place at the end of the work day. No equipment shall linger in the roadway unattended.
14. **Plan Elevations** - Elevations on plans shown are mean sea level according to the Georgia Geodetic Survey. Bearings on plans are grid north.
15. **Personal Protective Equipment (P.P.E.)** - Contractor/Sub-Contractor shall wear P.P.E. at all times when working on the job site.
16. **Payment Applications** - Contractor and County staff shall review and inspect payment items prior to monthly payment application submittal.
17. **Work Coordination**
  - a. The Contractor shall coordinate the Work with third parties (such as public utilities, other DeKalb County departments, and emergency service providers) in areas where such parties may have rights to underground property or facilities; and request maps or other descriptive information as to the nature and locations of such underground facilities or property.
  - b. The Contractor shall also coordinate the Work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired by the Contractor in accordance with the Contract Documents

- c. The Owner, will work with the Contractor to assign and schedule the work in a logical and efficient format. However, all items in this contract shall be priced so each item can be assigned independently or combined with other items at the Owner’s sole discretion in regard to both quantity and scope. There shall be no consideration of any claim for extra payment arising from a decision by the Owner to assign potential work items under this contract in any combinations or in combination with another contract utilizing alternates by the Department of Watershed Management at the prices specified herein.

#### 18. **Conditions At The Sites**

- a. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities and surface features that may affect construction.
- b. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities, structures, and personal property.
- c. Nothing in these Contract Documents shall be construed as a guarantee that utilities are not located within the areas of operation.

#### 19. **Minimum Qualifications**

- a. All Bidders must meet the Minimum Qualifications outlined herein. Awarded Design-Builder shall submit key staff qualifications as part of the project submittals, not at Bid. At its sole discretion, the County may waive any failure to satisfy such qualifications and may request clarification or additional information to address any questions that may arise in this regard.
- b. Minimum Personnel Experience
  - 1) **Project Director** – Design/Builder shall include the name and qualifications of proposed Project Director for this Project. The Project Director shall be directly responsible for and in charge of the project activities, including schedule, quality, cost, staffing and safety. Project Director will be the liaison and coordinator between the Owner, Engineer, Construction Manager, and Design Builder. Position shall have full authority to bind Design Builder hereunder including negotiation and execution of Change Orders. The Project Director requires twenty (20) years of experience in construction with no less than ten (10) years of experience managing construction of gravity collection system projects. The Project Director must have been the project manager/director for at least two (2) gravity

collection system rehabilitation projects with a contract value of at least \$5 million.

- 2) **Project Manager** – Design/Builder shall identify and provide qualifications of the proposed Project Manager for this Project. The Project Manager reports to the Project Director. The Project Manager is responsible for project engineering activities, which include, but are not limited to, procurement, coordination with equipment and other vendors, submittal receipt and processing; technical support to Superintendent(s); administrative responsibility for potential changes, change proposals, requests for information, contract document revisions; as-built records and drawings; and other technical requirements of the Project. The Project Manager position requires a minimum of ten (10) years managing the construction of gravity collection system rehabilitation projects. The Project Manager must have been the project manager for at least two (2) gravity collection system rehabilitation projects with a contract amount over \$5 million.
- 3) **Design Manager** – Design/Builder shall identify the name and qualifications of the proposed Design Manager for this Project. This Design Manager reports to the Project Director. The Design Manager is directly in charge of project design activities for a project area. The Design Manager position requires a minimum of ten (10) years design of gravity collection system project. This individual must have been the design manager for at least two (2) gravity collection system projects with a construction contract amount over \$5 million.
- 4) **Project Engineer** – Design/Builder shall list the name and qualifications of the proposed Project Engineer for this Project. This Project Engineer reports to the Design Manager. The Project Engineer position requires a minimum of five (5) years of gravity collection system design experience. This individual must be a licensed professional engineer in the state of Georgia and must have been the project engineer for at least one (1) gravity collection system project with a construction contract amount over \$5 million.
- 5) **Project Engineer** – Design/Builder shall list the name and qualifications of the proposed Project Engineer for this Project. This Project Engineer reports to the Design Manager. The Project Engineer position requires a minimum of five (5) years of gravity collection system design experience. This individual must be a licensed professional engineer in the state of Georgia and must have been the project engineer for at least one (1) gravity collection system project with a construction contract amount over \$5 million.

- 6) **General Superintendent** – Design/Builder shall identify the name and qualifications of the proposed General Superintendent for this Project. The General Superintendent will be directly responsible for the Superintendents, Field Engineering and Material Control. The General Superintendent is responsible for duties as required for coordination and management of the construction activities for the Project. The General Superintendent position requires ten (10) years of experience in the construction of gravity collection system rehabilitation. The General Superintendent must have been the superintendent for at least two (2) gravity collection system rehabilitation projects with a contract amount over \$5 million.
- c. Upon request, the County may require the Contractor provide adequate proof of the qualifications, training, experience and specific accomplishments relating to key objectives on projects of a similar size and complexity and in the various tasks as outlined herein. All certifications must be current.

**ATTACHMENT D**

**BID BOND ACKNOWLEDGEMENT AND BID BOND FORM**

**BID BOND ACKNOWLEDGEMENT**

Quantities are approximate and may be increased or decreased as to any and all units as necessary to complete the construction of said Project without entitling the Contractor to any claim for extra compensation because of any injury, damage or delay he may sustain on account of such increase or decrease. The Contractor shall be entitled to compensation on the foregoing unit prices only on the quantities of materials actually furnished and work actually done as determined and approved in writing by the County through an inspection of the work completed. In no event shall the County be liable for payment in excess of the total Bid without proper prior written authorization via Change Order from the County. The Total Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Drawings, Specifications, the Contract, and all addenda and authorized written clarifications issued prior to the Bid date. Without limitation, the Total Bid also includes all applicable sales and use taxes, fees, temporary lighting, security for the site, heating and cooling, temporary utilities, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

Bidder has examined the site of the proposed Work and all documents comprising the Contract, and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.

No Bid may be revoked or withdrawn until ninety (90) days after the time set for opening the Bids.

Attached hereto is Bid Bond made by \_\_\_\_\_  
\_\_\_\_\_, a surety company listed in the most recent US Treasury Circular No. 570 and licensed to write surety bonds in the State of Georgia, payable to DeKalb County, Georgia (or an official bank check), in the amount of ten percent (10%) of the Bid.

If this Bid shall be accepted by DeKalb County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Bidders within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned abandoned the Contract and thereupon this Bid shall

be null and void, and the sum stipulated in the attached Bid Bond (or an official bank check) shall be forfeited to the County as liquidated damages.

Bidder declares his intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly prohibited without prior written approval from the County. *(List names of all subcontractors and the work to be provided by the subcontractor on the lines provided below.)*

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Bidder further declares that the full names and residence addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

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Bidder declares further that it is  / is not  a DeKalb County Firm.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Name of Business Entity Submitting Bid



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Bidder's Street Address

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Bidder's City, State and Zip Code

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Bidder's Phone Number

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Bidder's Fax Number

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Bidder's E-Mail Address

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

(hereinafter called the Principal) and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of \_\_\_\_\_ with its principal offices in the City/County of \_\_\_\_\_ and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto DeKalb County, Georgia, in the full and just sum of 10% of the Principal’s Bid good and lawful money of the United States of America, to be paid upon demand of DeKalb County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for **Consent Decree-Design Build Services (DBS) for Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 4.**

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within ninety (90) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL**

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

Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_ (SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_

**ATTACHMENT E**

**DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS 1 – 2**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)  
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20%

LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit 1”.) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit 1”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit 1.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

**ATTACHMENT E**

**DEKALB FIRST LSBE INFORMATION**  
**WITH EXHIBIT 1**

**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME  
BIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: 18-101044

TITLE OF UNIT OF WORK – Consent Decree - Design Build Services (DBS) for Gravity Sewer System Rehabilitation, Replacement and Construction Pkg No. 4

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
 LSBE-DeKalb     LSBE-MSA
  
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: \_\_\_\_\_.
  
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.  
 \_\_\_\_\_  
 \_\_\_\_\_

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit 2”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	

Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

**ATTACHMENT E**

**DEKALB FIRST LSBE INFORMATION**

**EXHIBIT 1, CONT'D**

**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM**

**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County’s LSBE participation benchmark is required to submit documentation to support all “Yes” responses as proof of “good faith efforts.” Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company’s name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all “no” answers above (by number):





**ATTACHMENT E****DEKALB FIRST LSBE INFORMATION****EXHIBIT 1, CONT'D****SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE  
PARTICIPATION OPPORTUNITY TRACKING FORM****BIDDER STATEMENT OF COMPLIANCE**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

**1. Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit 1 and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

---

Firm's Officer:

---

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

---

Notary Public

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

**ATTACHMENT E**

**DEKALB FIRST LSBE INFORMATION**

**EXHIBIT 2**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE’s current valid Certification Letter.

**To:** \_\_\_\_\_

**(Name of Prime Contractor Firm)**

**From:** \_\_\_\_\_  **LSBE –DeKalb**  **LSBE –MSA**  
**(Name of Subcontractor Firm)** **(Check all that apply)**

**ITB Number:** 18-101044 \_\_\_\_\_

**Project Name:** Consent Decree - Design Build Services (DBS) for Gravity Sewer System Rehabilitation, Replacement and Construction Pkg No. 4

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

**Prime Contractor**

**Sub-contractor**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ATTACHMENT E**

**MENTOR PROTÉGÉ FORM**

**DEKALB FIRST  
LOCAL SMALL BUSINESS ENTERPRISE PROGRAM**

**MENTOR- PROTÉGÉ INITIATIVE**

**The Mentor Protégé Relationship is required for all projects valued at over \$5,000,000.00. During the term of the contract, the Mentor and Protégé businesses must each provide to the DeKalb First – LSBE Program, a quarterly summary of the mentor skills & training provided to the Protégé, which shall include:**

	<u>Place Initials Below</u>	
	<u>Mentor</u>	<u>Protégé</u>
1. List the type of collaboration and training to be provided to the protégé to assist in the growth and development of their business. The areas of assistance that are encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.	_____	_____
2. Names and titles of the individuals from the Mentor who are responsible for working directly with the Protégé in the areas identified above.	_____	_____
3. The amount of time, nature and extent of managerial, technical, financial and bonding assistance provided.	_____	_____
4. A summary and explanation of any projects bid on or undertaken by the Mentor-Protégé partnership in the private sector or for a governmental entity other than DeKalb County.	_____	_____
5. Mentor- Protégé teams must submit fully executed written agreements to the DeKalb First – LSBE Program, which clearly delineates the rights and responsibilities of the Mentor and Protégé, comply with any requirements of the DeKalb First LSBE Program as set forth in the eligible project bid documents, and provide that the Mentor- Protégé relationship shall continue for, at a minimum, the duration of the project. Protégé(s) shall agree not to subcontract any of their work to other contractors without the written approval of the Director.	_____	_____
6. Any additional or further information required by the DeKalb First LSBE Program as set forth in bid documents or otherwise.	_____	_____

(Please initial each line to acknowledge Mentor-Protégé requirements)

**Mentor**

**Protégé**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ATTACHMENT F**

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**(WITH EXHIBITS 1 – 4)**

**EXHIBIT 1**

**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects 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 to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

**CONTRACTOR OR BENEFICIARY INFORMATION:**

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?  
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_
3. How many work hours per week constitutes Full Time employment? \_\_\_\_\_

**Please return this form to WorkSource DeKalb, (404)687-3900 or email to [fkadkins@dekalbcountyga.gov](mailto:fkadkins@dekalbcountyga.gov), [malee@dekalbcountyga.gov](mailto:malee@dekalbcountyga.gov), [vlricksion@dekalbcountyga.gov](mailto:vlricksion@dekalbcountyga.gov), or [jmjones@dekalbcountyga.gov](mailto:jmjones@dekalbcountyga.gov)**

*WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018*



**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

**Please note: We need one form completed for each position that you have available.**

**DATE:** \_\_\_\_\_ **FEDERAL TAX ID:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **WEBSITE:** \_\_\_\_\_

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**CONTACT PHONE:** \_\_\_\_\_ **CONTACT FAX:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:**

Are you a private employment agency or staffing agency?  YES  NO

---

**JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)**

**POSITION TITLE:**

**NUMBER OF POSITIONS AVAILABLE:** \_\_\_\_\_ **TARGET START DATE:** \_\_\_\_\_

**WEEKLY WORK HOURS:** 20-30 hours  30-40 hours  Other

**SPECIFIC WORK SCHEDULE:**

**SALARY RATE (OR RANGE):**

PERM  TEMP  TEMP-TO-PERM  SEASONAL

**PUBLIC TRANSPORTATION ACCESSIBILITY** YES  NO

**IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:**

CREDIT  DRUG  MVR  BACKGROUND  OTHER \_\_\_\_\_

Please return form to: **Business Solutions Unit (First Source)**

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov





**ATTACHMENT G**

**CONTRACTOR AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §13-10-91**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Bidder submitting a Bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program, commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The undersigned further verifies that it will continue to use the federal work authorization program for the Contract Term, and it will only contract with Subcontractors who have registered for the federal work authorization program. The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

CD – DBS for Gravity Sewer System Rehabilitation, Replacement & Construction – Pkg No. 4  
Name of Project

DeKalb County, GA Government  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**ATTACHMENT H**

**SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_(insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

CD – DBS for Gravity Sewer System Rehabilitation, Replacement & Construction – Pkg No. 4  
Name of Project

DeKalb County, GA Government  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**ATTACHMENT I**

**SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description	Services Provided		

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description	Services Provided		

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description	Services Provided		

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this ITB.

Signed \_\_\_\_\_ Title \_\_\_\_\_

(Authorized Signature of Bidder)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT J**

**PUBLIC WORKS CONSTRUCTION AND OATH OF SUCCESSFUL BIDDER**

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, \_\_\_\_\_, *(insert name)*, who, after being duly sworn, deposes as follows:

I, \_\_\_\_\_, *(insert name)*, am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, \_\_\_\_\_ *(insert name)* swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a bid for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

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

\_\_\_\_\_, 20\_\_ in \_\_\_\_\_ *(city)*, \_\_\_\_\_ *(state)*.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Print Title of Affiant

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

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

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

**ATTACHMENT K**

**CERTIFICATE OF CORPORATE BIDDER**

I, \_\_\_\_\_ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Bidder herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_; that \_\_\_\_\_ (*insert name of individual signing the Bid*) who executed this Bid on behalf of the Bidder was, then and there, \_\_\_\_\_ (*insert title of individuals signing the Bid*) and that said Bid was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all outstanding stock of said corporation as of this date are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_ (Corporate Seal)  
Secretary

**ATTACHMENT K, Cont'd**

**CERTIFICATE OF AUTHORITY – JOINT VENTURE**  
**(Separate Certificate to be submitted by each joint venture partner)**

I, \_\_\_\_\_, <sup>(1)</sup> certify that:

1. I am the \_\_\_\_\_ <sup>(2)</sup> of \_\_\_\_\_, <sup>(3)</sup> (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Invitation to Bid No. **18-101044** for **Design Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 4.**
3. Venturer is organized and incorporated to do business under the laws of the State of \_\_\_\_\_; and
4. Said Invitation to Bid No. **18-101044** was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

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---



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

By: \_\_\_\_\_  
Signature of Person Executing Certification

**INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:**

- (1.) Name of secretary (if Venturer is a corporation) or Manager or CEO (if Venturer is a LLP) of Venturer.
- (2.) Title of person executing Certification.
- (3.) Name of joint venture partner.

**COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID.**

**ATTACHMENT L**

**REQUIRED DOCUMENTS CHECKLIST**

Bidder shall complete and submit the following documents with their bid:  
Check page numbers and correct numbers as necessary.

Bid Page No.	Title	Check This Box If Included With Bid
3	Bid Acknowledgement Form*	
26	Bidder’s Unit Price Form*	
71	Bid Bond Acknowledgement and Bid Bond Form*	
76	DeKalb First LSBE Information with Exhibits 1 – 2 & Mentor Protégé Form	
86	First Source Jobs Acknowledgement Form with Exhibits 1 - 2*	
90	Contractor Affidavit Under O.C.G.A. 13-10-91*	
91	Subcontractor Affidavit Under O.C.G.A. 13-10-91**	
92	Subcontractor Reference and Release Form, if applicable**	
93	Public Works Construction Affidavit and Oath of Successful Bidder*	
94	Certificate of Corporate Bidder or Certificate of Authority -Joint Venture Bidder*	
96	Required Documents Checklist*	

Bidder shall also submit a **copy** of the following required documents with the bid:

-----	Professional Certificates and Licenses: Georgia Professional Engineering License Utility Systems Contractor’s License* Utility Manager Certification * Utility Foreman Certification*	-----
-----	Exceptions to the Scope of Work, Technical Specifications, Drawings, and Sample County Design & Construction Agreement Between Owner, if any	-----

**\*If these mandatory forms are not completed and submitted with the bid, the bidder will be deemed non-responsive.**



**\*\*These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted with the bid. Failure to submit these forms, if applicable, will result in the bidder's bid being deemed non-responsive.**

I, the undersigned, acknowledge that I have included the requested documents as listed above.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**ATTACHMENT M**

**STATE OF GEORGIA COUNTY OF DEKALB**

**DESIGN AND CONSTRUCTION AGREEMENT BETWEEN OWNER  
AND DESIGN/BUILDER**

This DESIGN AND CONSTRUCTION AGREEMENT (the “**Agreement**” or “**Contract**”) is by and between DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as the “**Owner**” or “**County**”) and \_\_\_\_\_, a \_\_\_\_\_, of the State of \_\_\_\_\_, with offices in \_\_\_\_\_, County (hereinafter referred to as the “**Design/Builder**” or “**Contractor**”). This Agreement is for the design and construction of a Project identified as: (the “**Project**”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

**ARTICLE 1  
THE CONTRACT AND THE CONTRACT DOCUMENTS**

- A. **The Contract:** The Contract between Design/Builder and Owner, of which this Agreement is a part, consists of the Contract Documents. The Contract shall be effective on the date this Agreement is executed by all parties (Owner and Design/Builder).
- B. **The Contract Documents:** The Contract Documents consist of this Agreement and all attachments and exhibits attached hereto and incorporated herein, the proposal document package – **ITB No. 18-101044 Design Build Services for the Gravity Sewer System Rehabilitation, Replacement and Construction – Package No. 4**, dated January 7, 2019, the Design Scope Specification, all Design Documents hereafter prepared by Design/Builder and approved by Owner in accordance with this Agreement, Change Orders and Field Orders issued in accordance with this Agreement, any other written amendments executed by Owner and Design/Builder, as well as the following:  
Design/Builder’s Bid dated \_\_\_\_\_  
all of which are hereby incorporated herein by reference and made a part hereof.
- C. **Enumerated Documents Form Entire Contract:** Documents not specifically enumerated in Paragraph 1(B) of this Agreement are not Contract Documents.
- D. **Complete Agreement:** The Contract, together with Design/Builder’s and Surety’s performance and payment bonds for the Project, if required, constitute the entire and exclusive agreements between Owner and Design/Builder with reference to the Project. The Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.
- E. **Contract Interpreted as a Whole:** The Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion

of the Contract shall be required.

- F. **Provision of All Things Required:** Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.
- G. **Privity Only with Design/Builder:** Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.
- H. **Agreed Interpretation of Contract Terms:** When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.
- I. **Term “Include” Intended to Be Encompassing:** “Include”, “includes”, or “including”, as used in the Contract, shall be deemed in all cases to be followed by the phrase, “without limitation”.
- J. **Use of Singular and Plural:** Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- K. **Definition of Material Breaches Not Exhaustive:** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.
- L. **Order of Precedence:** In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, the following shall control:
- (1) As between figures given on plans and scaled measurements, the figures shall govern;
  - (2) As between large scale plans and small scale plans, the large scale plans shall govern;
  - (3) As between plans and specifications, the requirements of the specifications shall govern;
  - (4) As between this Agreement and the plans or specifications, this Agreement shall govern;
  - (5) As between Design/Builder’s Proposal and this Agreement, the Agreement shall govern to the best interest of the Owner.

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**ARTICLE 2**  
**DESIGN/BUILDER’S REPRESENTATIONS**

A. **Specific Representations:** In order to induce Owner to execute this Agreement and recognizing that Owner is relying thereon, Design/Builder, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement or the Contract, or implied by operation of law, makes the following express representations to Owner:

- (1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice engineering and architecture, utility contracting, and general contracting by all public entities having jurisdiction over Design/Builder or the Project;
- (2) Design/Builder will maintain all necessary licenses, permits or other authorization necessary to act as Design/Builder for the Project until Design/Builder’s duties hereunder have been fully satisfied;
- (3) Design/Builder has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of the Contract;
- (4) Prior to the execution of this Agreement, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has performed such tests, if any, as are necessary to determine the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into the Contract, subject to Paragraph 13(D);
- (5) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.

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**ARTICLE 3****REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS**

- A. **Generally:** Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Design Scope Specification and the Contract, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. “Design Services” means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. “Design Scope Specification” means the document prepared by Owner dated January 7, 2019 which specifies the general scope of the Design Services to be performed by Design/Builder under the Contract. A copy of the Scope of Design/Build Services is attached hereto as Attachment I and is incorporated herein by reference. The Design / Build Services shall be performed within the time provided by the Design Schedule.
- B. **Owner’s Review of Design Services:** Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to Owner’s Representative for review and approval in accordance with the terms of the Contract. However, any such review or approval by Owner or Owner’s Representative shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. Owner may direct Design/Builder to make changes to any such documents in order to conform such documents to Owner’s objectives. Any such changes by Design/Builder ordered by Owner shall not relieve Design/Builder of its obligations hereunder unless, and only to the extent that, Design/Builder notifies Owner in writing within seven (7) days of receipt of Owner’s directive to make such changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of Design/Builder to submit its notice within said seven (7) day period shall constitute a waiver by Design/Builder of any claim for an adjustment to the Design Schedule or the Contract Time.
- C. **Preparation of Site Information:** Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines.
- D. **Retention of Geotechnical Consultants:** In preparing the Design Documents, Design/Builder shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Design/Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of its geotechnical consultant.
- E. **Quality of Design Services:** Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. The standard

of care for all Design Services shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Design/Builder shall, while working within such standard of care provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all testing and inspections required by the standard of care and by governmental authorities having jurisdiction over the Project.

- F. **Coordination with County's Separate Contractors:** Design Builder acknowledges that the County intends to engage separate contractors to perform work adjacent and connected to the Project Work. Design/Builder shall cooperate with the County to ensure the efficient coordination with County's separate contractors. Such cooperation shall include, but is not limited to, attending coordination meetings, sharing of schedule and layout information, as well as further reasonably requested integration functions.
- G. **Compliance with Laws and Regulatory Requirements:** In providing Design Services, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.
- H. **Laws and Regulations:** The Design/Builder's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, including the Consent Decree dated December 20, 2011 entered into by and between the County, the EPA, and the EPD, shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Design/Builder shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and County in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, Design/Builder shall herewith report the same, in writing, to the Owner. Design/Builder shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any such law, ordinance, regulation, order, or decree, whether by Design/Builder or by Design/Builder's employees.
- I. **Applicable Requirements:** The work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the County, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and/or regulations shall prevail. If the Design/Builder performs any work knowing

it to be contrary to such codes, laws, or regulations, and without such notice to the County, Design/Builder shall assume full responsibility therefor and shall bear any and all costs necessary to correct the Work.

- J. **Duty to Correct Errors:** Design/Builder shall, without additional compensation, immediately correct any failure of the Design Services and Design Documents to satisfy the standard of care.
- K. **Schedule of Design Services:** Design/Builder shall submit for Owner's approval the Design Schedule for the performance of Design/Builder's Design Services which shall include allowance for the agreed upon time of three (3) business days required for Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule, when approved by Owner, shall not, except for good cause, be exceeded by Design/Builder. Should Design/Builder at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall promptly notify Owner's Representative in writing. In such notice, Design/Builder shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

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#### ARTICLE 4

##### PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

- A. **Determining The Project Objectives:** Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project including, but not limited to, any design, construction, coordination with County's separate contractors, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specification.
- B. **Report on Project Requirements and Objectives:** Based on its study and analysis, and no later than ten (10) days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Agreement.

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## ARTICLE 5

### PRELIMINARY DESIGN

- A. **Time For Preliminary Design:** Not later than One Hundred Twenty-Six (126) calendar days after the Notice to Proceed date the Design/Builder shall review with Owner the written report required by Paragraph 4(B) above, Design/Builder shall prepare and submit to Owner a Preliminary Design for the Project.
- B. **Contents Of Preliminary Design:** The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:
- (1) Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
  - (2) Preliminary drawings which illustrate each exterior view of the Project;
  - (3) Preliminary drawings, which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;
  - (4) Preliminary drawing and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;
  - (5) A written description of the materials and equipment to be incorporated into the Project and the location of same;
  - (6) Any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specification and the Contract.
- C. **To Be Reviewed with Owner:** Design/Builder shall review with Owner the Preliminary Design and shall incorporate any changes ordered by Owner with respect to said Preliminary Design or with respect to the requirements of the Project.
- D. **Authorization to Proceed with Detailed Design:** After review of the Preliminary Design and incorporation of any changes ordered by Owner, Owner shall authorize Design/Builder in writing to commence preparing the Detailed Design or such part thereof as directed by Owner.

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## ARTICLE 6

### DETAILED DESIGN

- A. **Time For Preparation:** Not later than Two Hundred and Twenty (220) calendar days after Owner has authorized Design/Builder to commence with the Detailed Design as provided in Paragraph 5(D) hereinabove, Design/Builder shall prepare and submit to Owner the complete Detailed Design.
- B. **The Detailed Design:** The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.
- C. **Design Documents:** Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully integrated, operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.

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**ARTICLE 7**  
**CONSTRUCTION SERVICES**

- A. **General Intent:** Design/Builder shall perform all Work necessary to construct the Project in accordance with the Contract and to render the Project and all its components operational, functional and legally usable for their intended purpose.
- B. **Work Defined:** The term “Work” shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:
- (1) Construction of the whole and all parts of the Project in full and strict conformity with the Contract;
  - (2) The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
  - (3) The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
  - (4) The creation and submission to Owner of detailed as-built drawings depicting all as-built construction;
  - (5) The furnishing of any required surety bonds and insurance as required by the Contract;
  - (6) The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder;
  - (7) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

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**ARTICLE 8****TIME FOR CONSTRUCTION: THE CONTRACT TIME**

- A. **Notice of Commencement:** After Owner has approved the Design Documents for the Detailed Design, Owner shall issue a notice to commence the Work directing Design/Builder to proceed with the Work on the date indicated in the notice (the “Commencement Date”). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.
- B. **Time for Completion:** Design/Builder shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Design/Builder shall substantially complete the Work not later than December 24, 2021 or such other date as may by Change Order be designated (the “Scheduled Completion Date”). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is 950 calendar days, the “Contract Time”. Design/Builder shall achieve Final Completion of the Work no later than February 14, 2022.
- C. **Contract Term:** As allowed by O.C.G.A. §36-60-15.1, this Contract shall commence immediately upon the execution date. This Contract shall terminate without further obligation on the part of the County, with no further renewals after the December 31, 2022, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Design/Builder in accordance with the terms of this Contract.
- D. **Liquidated Damages For Delay In Substantial Completion:** Design/Builder shall pay Owner the sum of One Thousand Dollars (\$1,000.00) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder’s actions or inactions caused the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder’s performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages. Under no circumstances shall the liquidated damages relating to a delay in achieving Substantial Completion exceed a total of \$60,000 or continue to accrue beyond the Final Completion date.
- E. **Liquidated Damages for Delay In Final Completion:** If Design/Builder fails achieve Final Completion of the Work not later than February 14, 2022, Design/Builder shall pay Owner the sum of One Thousand Five Hundred dollars (\$1,500.00) per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the

date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions caused the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed; Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

- F. **Time Is of the Essence:** All limitations of time set forth herein are material and time is of the essence of the Contract

Time for Completion and Liquidated Damages:

- (1) It is hereby understood and mutually agreed, by and between the Design/Builder and the County, that the date of beginning, rate of progress, and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
- (2) The Design/Builder agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Design/Builder and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
- (3) If the said Design/Builder shall neglect, fail or refuse to complete the Work within the time herein specified, then the Design/Builder does hereby agree, as a part consideration for the awarding of this Contract, to pay to the County, the amount specified herein, not as a penalty, but as liquidated damages.
- (4) It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any
- (5) work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Design/Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work and, provided Design/Builder has satisfied the requirements of this Agreement, shall be granted an extension of time for delays in accordance with

Paragraph 17(H) due to causes beyond the control and without the fault or negligence of the Design/Builder, including but not restricted to, acts of God, or to the public enemy, acts or neglect of the County or someone authorized to act on the County's behalf, acts of another contractor in the performance of the contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work.

- (6) Provided further, that the Design/Builder shall within seven (7) days from the beginning of such delay, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Design/Builder within a reasonable time of its decision in the matter.
- (7) Where the County has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract work items remain outstanding, the liquidated damages owed by the Design/Builder, shall be reduced proportionally based on the amount of work left to be performed within the usable facility.

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## ARTICLE 9

### ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

- A. **Examination of Work by Design/Builder:** It is understood and agreed that the Design/Builder has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground (excluding subsurface), the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.
- B. **Materials, Services, and Facilities:**
- (1) The Design/Builder shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Design/Builder to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Design/Builder shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work, in accordance with accepted industry practices within the time specified in the Contract.
  - (2) Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
  - (3) Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, tested and commissioned as directed by the manufacturer.
  - (4) Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Owner, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Owner, have not furnished products meeting the intent of the Contract Documents, the Design/Builder shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.
- C. **Design/Builder to Perform All Work Required by the Contract:** The intent of the Contract is to require complete, correct and timely execution of the design and the Work. Any and all Work that may be required, reasonably implied or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall

be provided by Design/Builder in accordance with Article 10 of this Agreement for the Contract Price.

- D. Design/Builder's Obligations:** The Design/Builder shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. Design/Builder shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. Design/Builder alone shall be responsible for the safety, efficiency, and adequacy of Design/Builder's plants, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Design/Builder shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.
- E. Strict Compliance with The Contract Documents:** All Work performed by Design/Builder shall be in strict compliance with the Contract. "Substantial Compliance" is not strict compliance. Any Work not in strict compliance with the Contract is defective.
- F. Supervision of the Work:** The Work shall be strictly supervised and directed using Design/Builder's best practices and the skill and effort ordinarily used by members of the construction industry working under similar conditions at the same time and locality, Design/Builder bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Design/Builder.
- G. Warranty of Workmanship and Materials:** Design/Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design/Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this section or the Contract Documents. Design/Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.
- H. Commencement of Guarantee and Warranty:** Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date a defined portion of the Work is completed and turned over to the Owner for operations and use.
- I. Design/Builder's Schedule of Construction:** Design/Builder, within fifteen (15) days after the Commencement Date, shall submit to Owner, for its information, and comply with, Design/Builder's Schedule of Construction for completing the Work by the



Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Work on week days and non-holidays. The Schedule of Construction shall be a detailed critical path method (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract.

- J. **Record Copy of Contract Documents:** Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of the Contract, including one record copy of the Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Work, and/or upon Owner's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.
- K. **Review and Approval of Submittals:** Design/Builder shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract.
- L. **Owner's Option to Review Submittals:** Owner shall, in its discretion, have the right to review and comment on Submittals. Any comments from Owner, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review Submittals, Design/Builder shall maintain a Submittal log which shall include, at a minimum, comments made by Owner. Design/Builder shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to Owner. Shop Drawings and other Submittals from Design/Builder do not constitute a part of the Contract. Owner shall have three (3) business days to review and respond to submittals.
- M. **Procurement and Review of Warranties:** Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit in writing to the Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.
- N. **Procurement of Operations and Maintenance Documentation:** Design/Builder shall prepare or procure and shall transmit to Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work.
- O. **As-Built Drawings:** Design/Builder shall prepare and provide to Owner a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the

Contract. The Design/Builder shall, upon completion of the Work, furnish a marked set of Drawings showing the field changes, as actually installed and as specified under sections of the Specifications, and deliver them to the Owner.

- P. Compliance with Labor Laws:** Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.
- Q. Inspection and Testing of Materials:** Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner. The cost of such inspection and testing shall be paid by the Design/Builder. The Design/Builder shall furnish evidence satisfactory to the Owner that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.
- R. Inspection of Work:**
- (1) The Design/Builder shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Owner and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Owner or its representative at the site of the Work shall not be construed to, in any manner, relieve the Design/Builder of this responsibility for strict compliance with the provisions of the Contract Documents.
  - (2) If the specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Design/Builder shall give the Owner timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Owner shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Design/Builder. Design/Builder having secured all certificates of inspection will deliver same to the Owner upon completion. If any work should be covered up without approval or consent of the Owner, it shall, if required by the Owner, be uncovered for examination at the Design/Builder's expense.
  - (3) Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the Owner shall be final and conclusive and binding upon all parties to the Contract.. Design/Builder can dispute the Owner's decision in accordance with Article 17 of this Agreement, or as otherwise provided by law.
- S. Owner's Regulations and Applicable Laws:** Design/Builder shall, during the course of the Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation,

those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Work to be performed under the Contract.

- T. Compliance with Construction Regulations:** Design/Builder shall perform the Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall indemnify and hold Owner harmless from all loss, damages, and expense, including attorney's fees, resulting from any such violation or alleged violation.
- U. Permits, Licenses and Notices:** All construction and building permits, licenses and authorizations (except for the access required to be provided by Owner in Article 13) necessary for the construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify Owner's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply Owner with copies of same. The originals of said permits, licenses and authorizations shall be delivered to Owner upon completion of the Work, and receipt of such documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Work. The County will not charge the Design/Builder for permits and inspections obtained from the County.
- V. Conditions to Site Access:** While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by Owner's Representative and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Work.
- W. Protection of Work, Property, and Persons:**
- (1) The Design/Builder will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Design/Builder will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
  - (2) The Design/Builder will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. Design/Builder will erect and maintain, as required by the conditions and progress of the Work, all necessary warning, safeguards for devices and safety and protection of the Work, the public, and adjoining property. Design/Builder will notify owners of

adjacent utilities when prosecution of the Work may affect them. The Design/Builder will remedy all damage, injury, or loss to any property to the extent caused, directly or indirectly, in whole or in part, by the Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- (3) The Design/Builder shall, prior to commencing other on-site work, accurately locate utilities within the structure and above and below ground utilities and structures which may be affected by the Work, by using the Georgia Dig Law – O.C.G.A. Title 25 Chapter 9. The Design/Builder shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Design/Builder shall notify the Owner promptly on discovery of any conflict between the Contract Documents and any existing facility.
  - (4) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Design/Builder, upon notification to the Owner, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Design/Builder due to such extra work shall be submitted to the Owner, in writing, within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.
  - (5) All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Design/Builder and the responsible agency. The Design/Builder shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Design/Builder's negligent activities.
- X. **Repair of Collateral Damages:** Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Work.
- Y. **Cleaning Up:** The Design/Builder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Design/Builder's employees or work. Upon completion of the Work, the Design/Builder shall remove all Design/Builder's plants, tools, materials, and other articles from the property of the County.
- Z. **Access to Work:** The County shall at all times have access to the Work wherever it is in preparation or progress and the Design/Builder shall provide proper facilities for such access without formality or other procedures.
- AA. **Decisions Regarding Aesthetic Effect:** Owner's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.
- BB. **Design/Builder to Remain an Independent Contractor:** In the performance of the Contract,

Design/Builder's status as an independent contractor shall not be modified or diminished by reason of any instructions issued by Owner or Owner's Representative to Design/Builder or any of Design/Builder's employees, Subcontractors, or representatives.

- CC. **Assignments:** The Design/Builder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County.

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**ARTICLE 10**

**CONTRACT PRICE**

- A. Contract Price: Owner shall pay, and Design-Builder shall accept, as full and complete payment for the Design-Build Services, the performance of all work required by the Contract and the performance of all requirement of this Agreement, the Contract Price. The Contract Price shall be a sum in the amount not to exceed [AMOUNT].

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**ARTICLE 11**  
**PAYMENT OF THE CONTRACT PRICE**

- A. **Payment Procedure:** Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article 11.

Partial payments to the Design/Builder shall be made monthly, based on the value of work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site.

Payment to the Design/Builder shall be made within thirty (30) days of submission by the Design/Builder of a duly certified and approved estimate of work performed during the preceding calendar month, less the amount of retainage. The estimate shall be submitted on or before the thirtieth (30th) day following the month in which the Work was performed. The amount of retainage shall be as follows:

1. Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due;
2. When fifty (50%) percent of the contract value, as described above, becomes due and the manner of completion of the contract work and its progress are reasonably satisfactory to the County, the withholding of retainage shall be discontinued. If after discontinuing the retention, the County determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.
3. When the Work is substantially complete (operational or beneficial occupancy) and the County determines the Work to be reasonably acceptable, the Design/Builder shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the County, shall be withheld until such items are completed.
4. This Contract is governed by O.C.G.A. § 13-10-80, which requires that the Design/Builder, within ten (10) days of receipt of retainage from DeKalb County, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, DeKalb County, in its discretion, may require the Design/Builder to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment. Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Design/Builder shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration.

5. Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by Design/Builder in connection with its request for payment. Owner shall have the right, however, upon demand, to make a detailed examination, audit or inspection of Design/Builder's books and records for the purpose of verifying the accuracy and completeness of such information. In the event Owner determines that Design/Builder has been paid any sums not due Design/Builder, same shall be reimbursed by Design/Builder to Owner within seven (7) days of demand by Owner.
  6. Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design/Builder until Design/Builder has fully performed all of its obligations under the Contract and the Design Services and the Work are fully complete.
- B. Owner's Review of Pay Requests:** Owner shall have the right to review all pay requests and the Design Services and the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work and the Design Services is as represented in the pay request and as required by the Contract.
- C. Conditions Precedent To Payment:** In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Work and Design Services as required by this Agreement and that Design/Builder shall have furnished to Owner properly executed waivers of lien, in a form consistent with applicable statutes, from all Subcontractors, materialmen, Suppliers or others having lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights relating thereto.
- D. Title Passes Upon Payment:** Design/Builder warrants and represents that upon payment of any pay request submitted by Design/Builder, title to all Work covered by the pay request shall immediately pass to Owner. All equipment, materials, and work covered by progress payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Design/Builder from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work.
- E. Payment Not a Waiver or Acceptance:** No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before Owner's occupancy of the Project.
- F. Withholding of Payment:** Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from



- (1) The quality of a portion, or all, of Design/Builder's Work not being in accordance with the requirements of this Contract;
- (2) The quantity of Design/Builder's Work not being as represented in Design/ Builder's pay request, or otherwise;
- (3) Design/Builder's rate of progress being such that, in Owner's reasonable opinion, Substantial Completion, Final Completion, or both, may be inexcusably delayed;
- (4) Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;
- (5) Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (6) Claims made, or likely to be made, against Owner or its property;
- (7) Loss caused by Design/Builder; Design/Builder's failure or refusal to perform any of its obligations to Owner. In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Paragraph 11(H), Design/Builder shall promptly comply with such demand.

**G. Unexcused Failure to Pay:** If Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts due and payable to Design/Builder within thirty (30) days after the date established herein for payment of such amounts, then Design/Builder may suspend its Design Services or, as applicable, the Work until payment is made, provided that Design/Builder first gives ten (10) days' written notice to Owner of its intent. Any payment due hereunder which is not made within thirty (30) days after the date due shall bear interest at the rate of 7 percent (7%) per annum.

**H. Payments to Design/Builder: Cost Breakdown -** The Design/Builder shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications, and shall be further subdivided into labor and materials.

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**ARTICLE 12**  
**SUBSTANTIAL AND FINAL COMPLETION**

- A. **Substantial Completion:** “Substantial Completion” means that stage in the progression of the Work, as approved by Owner in writing, when the Project is sufficiently complete in accordance with the Contract that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.
- B. **Determination of Substantial Completion:** When Design/Builder believes that all of the Work is substantially complete, Design/Builder shall notify Owner in writing and shall submit to Owner a list of items remaining to be completed or corrected. Owner will perform an inspection and if the Work is substantially complete in the opinion of Owner, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Owner and Design/Builder for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the date, 30 days hence, within which Design/Builder shall complete any items of incomplete or defective Work. The Certificate of Substantial Completion shall be submitted to Design/Builder for its written acceptance of the responsibilities assigned to it in such certificate.
- C. **Final Completion:** “Final Completion” means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including Design/Builder’s provision to Owner of all documents and things required to be provided by the Contract.
- D. **Determination of Final Completion:** When Design/Builder believes that all of the Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify Owner in writing. Owner will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.
- E. **Conditions Precedent to Final Payment:** Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by Owner, the following:
- (1) An affidavit that all of Design/Builder’s obligations to Subcontractors, laborers, equipment or material Suppliers, or other third parties in connection with the

Project, have been paid or otherwise satisfied;

- (2) If required by Owner, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might have a claim against Owner or Owner's property;
- (3) If applicable, consent(s) of Surety to final payment;
- (4) A complete set of the as-built drawings and the record set of Contract Documents;
- (5) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a contractor, or expressly required herein, as a part of or prior to Project closeout.

**F. Acceptance of Final Payment a Waiver:** Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request, or claims that Design/Builder could not have foreseen acting reasonably.

**G. Final Payment:**

- (1) Before final payment to the Design/Builder of the percentage retained by the County, the following requirements shall be complied with:
  - a. **Final Inspection:** Upon notice from the Design/Builder that Design/Builder's work is completed, the Owner shall make a final inspection of the Work, and shall notify the Design/Builder of all instances where Design/Builder's work fails to comply with the Drawings and Specifications, as well as any defects Design/Builder may discover. The Design/Builder shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications. Failure of the Owner to notify the Design/Builder of any defect or deficiency in the Work and/or failure of the Work to comply with the Drawings and Specifications shall not release or discharge the Design/Builder from any of its duties or obligations under this Agreement.
  - b. **Final Payment:** When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price and Change Orders to the Contract. The final payment shall not be due until the Design/Builder shall have completed all work necessary and reasonably incidental to the Contract, including final clean-up.
- (2) Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. Payments otherwise due the Design/Builder may be withheld by the County because of defective work not remedied and unadjusted damage to others by the Design/Builder or Subcontractors, vendors, or

laborers.

- (3) Requests for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the County. All requests for final payment are subject to final approval and audit by the Board of Commissioners of DeKalb County.

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### **ARTICLE 13**

#### **OWNER’S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES**

In addition to payment, Owner shall undertake to perform the following:

- A. **Provide Project Information:** Owner shall provide Design/Builder with information regarding Owner’s requirements for the Project including any desired or required design or construction schedule.
- B. **Review of Documents:** Owner shall review any documents submitted by Design/Builder requiring Owner’s decision, and shall render any required decisions pertaining thereto.
- C. **Provide Notice of Defects:** In the event Owner knows of any material fault or defect in the Work, nonconformance with the Contract, or of any failure to satisfy the standard of care in the Design Documents, then Owner shall give prompt notice thereof to Design/Builder.
- D. **Access to the Site and the Work:** Owner shall provide Design/Builder access to the site and to the Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder’s performance of the Contract as Design/Builder may request.
- E. **Cooperation to Secure Permits, Licenses, Approvals, and Authorizations:** Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
- F. **Timely Performance:** Owner shall perform the duties set forth in this Article 13 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder’s Design Services and of the Work.
- G. **Owner’s Reviews, Inspections, Approvals, And Payments Not a Waiver:** Owner’s review, inspection, or approval of any Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner’s construction program and requirements. No review, inspection, or approval by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner’s rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.
- H. **Delay or Forbearance Not Waiver:** Owner’s agreement not to exercise, or its delay or

failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

- I. **Documents Requested by Design/Builder:** Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefor beyond an adjustment to the Contract Price and/or Contract Term as outlined in this Article 13(I). If Design/Builder requests in writing, Owner shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site. Concealed or latent physical conditions or subsurface conditions at the Project that (i) materially differ from the conditions indicated in this Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as “Differing Site Conditions.” If Design/Builder encounters a Differing Site Condition, Design/Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design/Builder’s cost and/or time of performance are adversely impacted by the Differing Site Condition. Upon encountering a Differing Site Condition, Design/Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design/Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.
- J. **Approvals and Easements:** Owner shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Work. Design/Builder shall render such assistance as Owner may request in obtaining such easements, certificates of occupancy, and the like.
- K. **Right to Stop Work:** In the event Design/Builder fails or refuses to perform the Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction from Owner in writing, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner’s instructions has been corrected, no longer exists, or Owner instructs that the Work may resume.
- L. **Owner’s Right to Perform Work:** In the event Owner issues such instructions to stop Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right to carry out the Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible for the costs incurred in correcting any defective

or deficient Work. The rights set forth in Paragraph 13(K) and this Paragraph 13(L) are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate or withhold payment as provided herein.

M. **Owner's Representative:** "Owner's Representative" means the individual named by Owner, in writing, to act on Owner's behalf in the administration of the Contract.

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## ARTICLE 14

### PROJECT DOCUMENTATION

- A. **Maintenance of Project-Related Records:** Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the “Project Records”) for no less than eleven (11) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.
- B. **Availability of Project-Related Records to Owner:** All Project Records which are in the possession of Design/Builder or Design/Builder’s Subcontractors shall be made available to Owner for inspection and copying upon Owner’s request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Design/Builder.

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## ARTICLE 15

### PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

- A. **Subcontractor Defined:** A “Subcontractor” means an entity which has a direct contract with Design/Builder to perform a portion of the Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project. The Design/Builder understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless the Work and the contractor proposed to perform it have been declared in the Proposal to the Contract; or the Design/Builder shall have obtained written approval from the County.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County.

- B. **Supplier Defined:** A “Supplier” means an entity providing only equipment or materials for the performance of the Work.
- C. **Objections to Subcontractors:** Design/Builder shall furnish Owner, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract. If Owner rejection of a subcontractor that appears in Design/Builder’s proposal results in cost increase to the Design/Builder, then Design/Builder, provided Design/Builder has satisfied the requirements of this Agreement, will be presented to the Governing Authority for consideration pursuant to the terms outlined in provision 16(A) regarding Change Orders for additional cost, inclusive of overhead and profit.
- D. **Terms of Subcontracts:** All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder herein, including those rights of Contract suspension, termination, and stop Work orders as set forth herein. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors.
- E. **Design/Builder Responsible For Acts of Its Subcontractors:** Should Design/Builder subcontract all or any part of the Work, such subcontracting of the Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.
- F. **Removal of Subcontractors and Personnel:** If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder’s staff working on the Project is unsatisfactory, Owner may

require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

**G. Design/Builder's Personnel:**

- (1) The Design/Builder will supervise and direct the Work. Design/Builder will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Project Director and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Design/Builder, and shall be available at all times when work is in progress. The name of the Project Director shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Owner prior to start of the Work. The Project Director so named by the Design/Builder shall be employed by the Design/Builder and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Design/Builder during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Director. The Project Director shall represent the Design/Builder, and all directions given to the Project Director shall be as binding as if given to the Design/Builder.
- (2) Only persons skilled in the type of work which they are to perform shall be employed. The Design/Builder shall, at all times, maintain discipline and good order among Design/Builder's employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

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**ARTICLE 16**  
**CHANGES AND EXTENSIONS OF TIME**

- A. **Definition of Change Order:** “Change Order” shall mean a written order to the Design/Builder authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Term, as approved by the DeKalb County Board of Commissioners, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The County’s Chief Executive Officer or his/her designee shall have authority to approve a change order in a total amount less than \$100,000.00.

Design/Builder acknowledges that Change Orders may require the approval of the DeKalb County Board of Commissioners. Design/Builder agrees that Owner may have no less than thirty-one (31) days in which to seek approval by said Board of any proposed or required Change Order. In no event, and under no circumstances, shall Design/Builder make any claim for delay, acceleration, interference, or other claim for damages, cost or expense arising out of, or relating to, the time required to secure the approval or rejection of any Change Order, so long as said approval or rejection is made by the Board within thirty- one (31) days after submission of a proposed Change Order by Design/Builder.

B. **Changes in the Work:**

- (1) The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.
- (2) The Owner, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Design/Builder shall proceed with the performance of any changes in the Work so ordered by the Owner unless the Design/Builder believes that such Field Order entitles Design/Builder to a change in Contract Price or Time, or both, in which event Design/Builder shall give the Owner written notice thereof within fifteen days after the receipt of the ordered change, and the Design/Builder shall not execute such changes pending the receipt of an executed Change Order or further instruction from the County.
- (3) The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.
  - a. Unit prices previously approved.
  - b. An agreed sum.

- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent of the actual cost of such work to cover the cost of general overhead and profit.

C. **Modification:** This Agreement may be modified or amended by the County to reduce the scope of work or Project description upon seven (7) days written notice; the written notice shall be sent to the Design/Builder addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

All notices shall be sent via (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the Design/Builder's address shall be binding upon the Design/Builder unless said address is changed by the Design/Builder in writing to the County.

- D. **Continuing Duty to Perform Work and Make Payment:** In the event the parties are unable to agree on the terms of a Change Order, then Design/Builder shall continue to diligently perform the Design Services and the Work, including any change directed by Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order.
- E. **Changes in Unit Prices:** If unit prices are provided in the Contract, and if the quantities contemplated are changed in a proposed Change Order such that an application of the unit prices to the quantities of Work proposed will cause substantial inequity to Owner or to Design/Builder, the applicable unit prices may be equitably adjusted.
- F. **Minor Changes:** Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price nor extension of the Contract Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and Design/Builder shall promptly carry out such written Field Orders.
- G. **Effect of Executed Change Order:** The execution of a Change Order by Design/Builder shall constitute conclusive evidence of Design/Builder's agreement to the ordered changes in the Design Services or the Work and the Contract Price and/or Contract Time, if any, as thus amended.
- H. **Consent of Surety:** Design/Builder shall notify and obtain the consent and approval of Design/Builder's surety with reference to all Change Orders if such notice, consent or approvals are required by Owner, Design/Builder's surety or by law.

Design/Builder's execution of the Change Order shall constitute Design/Builder's warranty to Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

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**ARTICLE 17**  
**CLAIMS BY DESIGN/BUILDER**

- A. **Terms and Conditions of Claims:** Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.
- B. **Notice of Claim:** All Design/Builder claims, disputes and other matters in question against Owner arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to Owner. Such written notice of claim shall be received by Owner no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Design/Builder agrees and acknowledges that its failure to provide written notice of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.
- C. **Documentation in Support of Claims:** Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Design/Builder shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim. **Formal Written Claim:** No later than thirty (30) days after the date of the written notice of claim, Design/Builder shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim dispute or other matter; (3) the date Design/Builder discovered the occurrence(s); (4) a detailed schedule identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. The claim shall be verified as to its truthfulness and accuracy, under oath, by an officer of the Design/Builder. Other information or documents shall be submitted to Owner within ten (10) days after written request by Owner.
- D. **Continuous Duty to Provide Documentation:** Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.
- E. **Duty to Continue Performance:** Design/Builder and Owner shall continue their performance hereunder regardless of the existence of any claims submitted by Design/Builder.
- F. **Claims for Increase in Contract Price:** In the event Design/Builder seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of

Owner therefore, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim.

- G. Limit of Owner's Liability for Increased Costs:** In connection with any claim by Design/Builder against Owner for compensation in excess of the Contract Price, any liability of Owner shall be strictly limited to the Cost of the Work and Services as defined and allowed in Paragraph 16(B) hereinabove and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 17.
- H. Claims for Increase in Contract Time:** If Design/Builder is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the result of any event described in Paragraph 8(F), or by changes ordered in the Design Services or the Work, , then the date for achieving Substantial Completion, or, as applicable, Final Completion, shall, subject to the provisions of Paragraph 17(J) below, be appropriately adjusted by Owner upon the written notice and claim of Design/Builder to Owner for such reasonable time as Owner may determine. A task is critical within the meaning of this Paragraph 17(I) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Design/Builder shall strictly comply with the requirements of Paragraph 17(B) above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Design Services or Work. If Design/Builder fails to give such notice, any claim for an extension of time shall be waived. In the event the delay to Design/Builder is a continuing one, only one notice and claim for additional time shall be necessary, provided the continuing nature of the delay is indicated in the notice and claim. In addition to Design/Builder's right to a time extension for those events described in this Paragraph, Design/Builder, provided Design/Builder has satisfied the requirements of this Agreement, will be presented to the Governing Authority for consideration pursuant to the terms outlined in provision 16(A) regarding Change Orders for approval to an appropriate adjustment of the Contract Price for delays resulting from the acts of the County and acts of another contractor in the performance of the contract with the County, that impact Design/Builder's ability to perform the Design Services or Work in accordance with the Project schedule.
- I. Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part:** Design/Builder acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner.

- (1) Owner shall accordingly have the right in its sole, but reasonable, discretion to order Design/Builder to accelerate its progress where possible in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order.
  
- (2) In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 17(H) above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date and shall be equitably compensated for such acceleration.

**J. Claims Resolved By Change Order:** The resolution of any claim under this Article 17 shall be reflected by a Change Order executed by Owner and Design/Builder.

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**ARTICLE 18****UNCOVERING AND CORRECTING WORK**

- A. **Design/Builder not to Cover Work Contrary to Requirements:** If any of the Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.
- B. **Owner's Right to Order Uncovering of Any Work:** If any of the Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Work conforms strictly to the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Work does not strictly conform to the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.
- C. **Warranty of Work:** The Design/Builder warrants all Work has been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Design/Builder of liability for incomplete or faulty materials or workmanship. The Design/Builder shall promptly remedy any omission or defect in the Work and pay for any damage to other Replacement or facilities resulting from such omission or defect that is recognized during the performance of the Work. In the event that the Design/Builder should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so and charge the Design/Builder the cost thereby incurred. The Performance Bond shall remain in full force and effect through all warranties contained in the Contract Documents.
- D. **Duty To Correct Defective Work Discovered After Completion:** In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Work for a period of twelve (12) months following a defined portion of the Work being completed and turned over to the Owner for operations and use. This obligation shall survive final payment by Owner and termination of the Contract.
- E. **No Period of Limitation Established:** Nothing contained in Paragraphs 18(C) and 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the twelve (12) month time period in Paragraphs 18(C) or 18(D) above relates only to the duty of Design/Builder to specifically correct the Work.
- F. **Owner's Option to Accept Defective Work:** Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective

or nonconforming Work. Owner shall be entitled to such reduction in the Contract Price regardless of whether Owner has, in fact, removed and corrected such defective Work. If the unpaid balance of the Contract Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Work.

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**ARTICLE 19**  
**SUSPENSION AND TERMINATION**

- A. **Suspension of Performance:** Owner may for any reason whatsoever suspend performance under the Contract. Owner shall give written notice of such suspension to Design/Builder specifying when such suspension is to become effective.
- B. **Ceasing Performance upon Suspension:** From and upon the effective date of any Suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with the Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding sub contracts or purchase orders.
- C. **Claim for Costs of Suspension:** In the event Owner directs a suspension of performance under this Article 19, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Agreement, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:
- (1) Demobilization and remobilization, including such costs paid to Subcontractors;
  - (2) Preserving and protecting Work in place;
  - (3) Storage of materials or equipment purchased for the Project, including insurance thereon;
  - (4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.
- D. **Resumption of Work after Suspension:** If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.
- E. **County's Right to Suspend or Terminate:**
- (1) If the Design/Builder is adjudged bankrupt or insolvent, or if Design/Builder makes a general assignment for the benefit of Design/Builder's creditors, or if a trustee or receiver is appointed for the Design/Builder or for any of Design/Builder's property, or if Design/Builder files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if Design/Builder repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if Design/Builder disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if Design/Builder otherwise violates any provision of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Design/Builder and

Design/Builder's surety a maximum of seven days from delivery of a written notice, declare the Contract in default, take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Design/Builder, and call upon the surety to finish the Work by whatever method deemed expedient.

- (2) Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may therefore accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability. If the Design/Builder can establish or it is otherwise determined that the Design/Builder was not in default or that the failure to perform is excusable a termination for default will be considered to have been a termination for the convenience of the Owner and the rights and obligations of the parties governed accordingly.
  - (3) Upon seven days' written notice to Design/Builder, Owner may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items):
    - a. For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
    - b. For expenses sustained in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with Uncompleted Work;
    - c. For amounts paid in settlement of terminated contracts with Subcontractors and Suppliers;
    - d. Reasonable expenses directly attributable to termination including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court costs;
    - e. Design/Builder shall not be paid on account of anticipatory profits or overhead or consequential damages.
- F. **Termination of Agreement:** The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the Design/Builder to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the Design/Builder, with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the County, the written notice shall be sent to the Design/Builder via (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

All notices sent to the above address shall be binding upon the Design/Builder unless said address is changed by the Design/Builder in writing to the County. If this Agreement is so terminated, the Design/Builder shall be paid as provided in this Article 19.

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## ARTICLE 20

### OWNERSHIP OF DOCUMENTS

A. **Ownership of Documents:** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Design/Builder agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Design/Builder and without any payment of any monies to the Design/Builder therefor. However, any reuse of the documents by the County on a different site or without Design/Builder's involvement shall be at its risk and the Design/Builder shall have no liability where such documents are reused. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records; provided, however, that in no event shall Design/Builder use, or permit to be used, any portion or all of such documents on other Projects without Owner's prior written authorization.

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## ARTICLE 21 INDEMNITY

- A. From Personal Injury Or Damage To Tangible Property:** Design/Builder shall indemnify and hold Owner and its affiliates, officers, directors and employees harmless from any and all third party claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with Design/Builder's performance of its Work, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Design/Builder or anyone for whose acts Design/ Builder may be liable.
- B. From Consent Decree Damages and/or Penalties:** The Design/Builder shall at all times observe, perform, and comply with all federal, state and local laws or ordinances, decrees, rules and regulations which in any manner affect those engaged or employed in the performance of the Work, and the conduct of the Work. The Design/Builder shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work, including the Consent Decree dated December 20, 2011 entered into by and between the County and the Environmental Protection Agency and the Environmental Protection Division ("Consent Decree"). Reference to such laws, ordinances, rules, decrees and regulations shall include any amendments thereto. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Design/Builder shall forthwith report the same to the County.

To the fullest extent permitted by law, Design/Builder shall indemnify the County for all damages, fines, penalties and attorney's fees incurred by or levied against the County but only to the extent directly caused by Design/Builder's negligent acts or omissions related to the performance of the Work. In addition, Design/Builder shall indemnify the County for all damages, including Stipulated Penalties, levied against the County pursuant to Article X of the Consent Decree with the Environmental Protection Agency and the Environmental Protection Division ("Consent Decree Damages and/or Penalties"), to the extent that such damages or penalties are caused by Design/Builder's negligent failure to perform any obligation required of it under the Contract Documents.

- C. From Violations of Laws, Environmental Requirements, Performance Guidelines, and Licensing Requirements:** Design/Builder shall indemnify and hold harmless Owner and its affiliates, officers, directors, and employees from and against all claims, liabilities, damages, losses, costs, expenses (including reasonable attorney's fees and expenses, and fees and expenses of experts) for bodily injury, including death, or damage to or loss of property, or any other type or form of loss but only to the extent caused by:
- (1) Any violation by Design/Builder, its Subcontractors, representatives, employees, and agents of any municipal, state or federal laws, rules, or regulations applicable to the performance of its obligations under the Contract;

- (2) Environmental violations or contamination from hazardous substances, hazardous wastes and emissions or other substances or chemicals regulated by any applicable environmental laws or regulations and resulting from any willful misconduct, negligent act or omission, or intentional legal violation by Design/Builder, its Subcontractors, Suppliers, representatives, employees, or agents;
- (3) The negligent failure of any of Design/Builder's employees, agents, representatives, Suppliers, or Subcontractors to obtain and maintain the required skills, licenses, certificates and permits mandated by applicable federal, state or local governing authorities with jurisdiction over construction, fabrication, environmental, health and safety matters on the Project.

**D. Hazardous Materials:** In the event Design/Builder discovers hazardous or contaminated materials, including but not limited to asbestos, PCBs, petroleum, hazardous waste, or radioactive material, Design/Builder shall stop all Work in connection with such hazardous condition and in any area affected thereby, and notify Owner of the discovery of said condition. Design/Builder shall strictly comply with all applicable laws, regulations, rules or other promulgations by governing bodies, agencies, authorities or organizations having jurisdiction over the Project or the discovery of said hazardous or contaminated material. Design/Builder shall secure the Work site to prevent access by unauthorized personnel. Design/Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design/Builder's cost and/or time of performance have been adversely impacted by the presence of hazardous or contaminated materials.

**E. Indemnification Agreement:** The Design/Builder shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the County. To the fullest extent permitted by law, the Design/Builder shall indemnify, and save harmless the County and its affiliates, officers, directors and employees from and against all third party claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, to the extent based upon or arising out of damage or injury (including death) to persons or property caused by the negligent acts or omissions related to the Work or by conditions created thereby or arising out of work negligently performed under this Contract and shall assume and pay for, without cost to the County, the defense of any and all claims, litigations, and actions suffered through any negligent act or omission of the Design/Builder, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Design/Builder expressly agrees to defend against any claims brought or actions filed against the County, to the extent such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. Notwithstanding any language or provision in this Contract,

- (1) With respect to any construction, alteration, repair, or maintenance services performed under this contract, Design/Builder shall not be required to indemnify any County Indemnitee against claims, actions, or expenses to the extent based upon or arising out of the County Indemnity's negligence; and



- (2) With respect to any engineering, architectural, or land surveying services performed under this contract, Contractor's indemnity obligation extends only to claims, actions, or expenses to the extent based upon or arising out of the Contractor's negligence, recklessness, or intentionally wrongful conduct.

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER DESIGN/BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING**

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## ARTICLE 22

### INSURANCE

- A. **OCIP Insurance Coverage:** In connection with the Work, and for the Design/Builder and those subcontractors deemed eligible by the County for participation, the County will implement an Owner Controlled Insurance Program (“OCIP”), providing certain insurance coverages as detailed herein. The insurance coverages provided by the OCIP apply only to the Work performed on the Project site. The Design/Builder and its Subcontractors shall provide their own insurance for all off-site activities. The Builder’s Risk/All Risk Property Insurance component of the OCIP will expressly exclude coverage on Contractor’s and Subcontractors’ machinery, tools, and equipment not destined to become a part of the Project Work.
- B. **OCIP Manual of Insurance Procedures:** The OCIP coverage provided by the County shall be further detailed in, and the Design/Builder requirements with respect to the OCIP shall be described in, the General Liability Wrap-Up Manual (“the Manual”) to be incorporated into the Contract Documents and to be issued via an Exhibit to the Contract. This Manual includes information on the following OCIP coverages: Commercial General Liability, Excess Liability, and Builder’s Risk/All Risk Property Insurance.

#### Exclusion of Design/Builder Insurance Costs

Because the County is providing specific limits of General Liability, Excess Liability and Property Coverage (for eligible workers), following enrollment in the OCIP the Design/Builder shall exclude all General Liability, Excess Liability, and Property Coverage (Builder’s Risk) costs from the Contract Price and its bid for itself and for all included Subcontractors. The Design/Builder warrants, for itself and all included Subcontractors, that all such on-site insurance costs for the coverages listed above shall be excluded in their entirety from the Contract Price, and no such coverage is duplicated by the Design/Builder or any Subcontractor of any tier. The Design/Builder and its Subcontractors shall make available to the County all documentation deemed necessary by the County in order to verify this cost exclusion.

#### Builders’ Risk Insurance Coverage

DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides “All-risk” form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall name Design/Builder and its subcontractors and suppliers at any tier as Additional Named Insured, include a waiver of subrogation that benefits such parties, and contain at least the following sub-limits of insurance and deductibles:

**Sub-limits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

SAMPLE

## ARTICLE 23

### SURETY BONDS

**Contract Security:** The Design/Builder shall furnish a Contract Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the Contract Price. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 and 36-91-21 et seq. The surety on each Bond shall be a surety company satisfactory to the County and listed in the Federal Register and licensed to write surety insurance in the State of Georgia.

Within ten (10) days from the date of Notice of Award of this Contract, the Design/Builder, as Principal, and [INSERT NAME OF SURETY], a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of [INSERT AMOUNT IN WORDS] (\$[AMOUNT]) for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 and 36-91-21 et seq. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (where applicable) and a twelve month warranty period after the completion of work performed under this Contract. The Performance and Payment Bonds are attached hereto as Attachment E and Attachment F.

It is further agreed between the parties hereto that if at any time after the execution of this Agreement and the surety bonds for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Design/Builder shall, at its expense within five days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.

In such event no further payment to the Design/Builder shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

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## ARTICLE 24

### MISCELLANEOUS PROVISIONS

- A. Georgia Laws Govern:** This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.
- B. Venue:** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of DeKalb County, Georgia and the Superior Court of DeKalb County, Georgia shall have sole and exclusive jurisdiction.
- C. Taxes:**
- (1) **Contractor shall pay all sales, consumer, withholding, use and other similar taxes** required to be paid by Design/Builder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
  - (2) The Design/Builder shall provide a written tabulation, plus other documentation as may be required, of all taxes, including sales tax, paid by the Design/Builder to assist the County in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. Such written tabulation shall be included with each partial payment request. The tabulation shall include the major equipment items, as defined in the Major Equipment Schedule, plus any qualifying equipment purchases with a value greater than \$5,000. Additionally, the tabulation shall be documented with copies of invoices indicating the amount of tax paid, with all blanks completed on the invoice, and with a description of the function of the item included in the tabulation. All taxes shall be paid by the Contractor. All refunds will accrue to the County.
- D. Accuracy of Work:** The Design/Builder shall be responsible for the accuracy of the work and failure to meet the standard of care or warranty by the Design/Builder in any phase of the work under this Agreement.
- E. Additional Work:** If the Design/Builder is asked by the County to perform work beyond the scope of this Agreement for which payment is desired, Design/Builder shall notify the County in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the County prior to performing the additional work for which Design/Builder is to be paid. The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County. Any claim for additional work must be made in strict accordance with Article 17.
- F. Successors and Assigns:** The County and the Design/Builder each binds himself and Design/Builder's partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such

other party, in respect to all covenants of this Agreement; except as above, the Design/Builder shall not assign, sublet, or transfer Design/Builder’s interest in this

Agreement without the written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

- G. Notices:** Any notice required to be given herein shall be deemed to have been given to the other party if sent via (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service to the following addresses:

TO OWNER:  
DeKalb County Government  
Maloof Administration Building  
1300 Commerce Drive  
Decatur, GA 30030  
ATTN:

TO DESIGN/BUILDER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

All notices shall be effective upon receipt.

- H. Reviews and Acceptance:** Work performed by the Design/Builder shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Design/Builder of Design/Builder’s professional obligation to correct, at Design/Builder’s own expense, any failure to satisfy the standard of care or warranty applicable to the Work.
- I. County Representative:** The County may designate a representative through whom the Design/Builder will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the DeKalb County Board of Commissioners. Payments to the Design/Builder shall be made only upon itemized bill submitted to and approved by said representative.
- J. Sole Agreement:** This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in writing by the County.
- K. No Third Party Beneficiary:** Except as expressly and specifically set forth herein, this Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

- L. Controlling Provisions:** In the event of a conflict between the County's **ITB No. 18-101044 Consent Decree-Design Build Services for the Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 4** and the Design/Builder's response thereto, the provisions of the County's ITB shall govern. The provisions of this Agreement shall control over any conflicting provisions contained in the Design/Builder's response thereto.
- M. Publicity:** No information relative to the existence or the details of the Design Services or the Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.
- N. Severability:** In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.
- O. Prohibited Interests:** No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.
- P. Weather Conditions:** The Design/Builder will be required to protect all work and materials associated with the Work against damage or injury from the weather. If, in the reasonable opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Design/Builder.
- Q. Royalties and Patents:** The Design/Builder shall hold and save the County and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- R. Submittal Period for Products and Substitutions: Substitutions:** Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the Base Bid. If the Design/Builder wishes to use items of equipment or materials other than those named in Design/Builder's Base Bid, the Design/Builder shall apply in writing for the Owner's approval of substitution at least ten (10) days prior to opening of bids, submitting with Design/Builder's request for

approval complete descriptive and technical data on the items or item Design/Builder proposes to furnish. Approved substitutions will be listed in the Addendum issued to all Design/Builders prior to opening of bids.

- S. Measurements and Dimensions:** Before ordering material or doing work which is dependent for proper size or installation upon coordination with conditions, the Design/Builder shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings.
- T. Storage Facilities and Work Areas:** The Design/Builder shall cooperate with the County in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Design/Builder shall allot suitable and proper space to Design/Builder's Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Design/Builder shall move same as and when directed, at Design/Builder's own expense.
- U. Replacement on City or Public Property:** Design/Builder shall pay for cost of any pavement or sidewalk repairs necessitated by work under this Contract, and any inspection fees required by local authorities.
- V. Manufacturers' Certifications:** The Owner may require, and the Design/Builder shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.
- W. Samples:** The Design/Builder shall furnish with reasonable promptness all samples as directed by the Owner for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.
- X. Maintenance Manual:** Design/Builder shall, prior to completion of Contract, deliver to the Owner two copies of a manual, assembled and bound, presenting for the County's guidance full details for care and maintenance of visible surfaces and of equipment included in Contract. Design/Builder shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this Article.
- Y. Definitions of Terms:** Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

“**Addenda**” shall mean written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.



“**Bid**” or “**Proposal**” shall mean the offer or Proposal of the Design/Builder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

“**Bidder**” or “**Proposer**” shall mean any person, firm, or corporation submitting a Bid or Proposal for the Work.

“**Bonds**” shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Design/Builder and Design/Builder’s surety in accordance with the Contract Documents.

“**Contract Time**” shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

“**County**” shall mean DeKalb County, Georgia.

“**Design/Builder**” shall mean one firm to both design and construct the Project. “**Drawings**”

shall mean the part of the Contract Documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared by Design/Builder and approved by the Owner.

“**Field Order**” shall mean a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner to the Design/Builder during construction.

“**Notice of Award**” shall mean the written notice of the acceptance of the Bid or Proposal from the County to the successful Design/Builder as evidenced by return receipts of registered or certified letters.

“**Notice to Proceed**” shall mean written communication issued by the County to the Design/Builder authorizing Design/Builder to proceed with the Work and establishing the date of commencement of the Work as evidenced by official receipt of certified mail or acknowledgment of personal delivery.

“**Owner**” shall mean DeKalb County, Georgia.

“**Project**” shall mean the undertaking to be performed as provided in the Contract Documents.

“**Project Director**” shall mean the Design/Builder’s authorized on-job representative designated in writing by the Design/Builder prior to commencement of any work.

“**Shall**” is mandatory; “**may**” is permissive.

“**Shop Drawings**” shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Design/Builder, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“**Specifications**” shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship specified for this Project.

“**Supplementary Conditions**” shall mean a part of the Contract Documents consisting of terms and conditions as may be required by the Owner.

“**Suppliers**” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“**Work**” of the Design/Builder or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment, and things useful or necessary in order to complete the Contract, other than the Design Services.

## **Z. Specifications:**

- (1) The Specifications, the Drawings accompanying them, and the other Contract Documents shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.
- (2) The Design/Builder will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.
- (3) Unless otherwise stipulated, the Design/Builder shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. The Design/Builder shall be responsible for entire Work and every part thereof.
- (4) Each section or type of work is described separately in the Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- (5) Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Design/Builder after Design/Builder’s discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Design/Builder’s risk.
- (6) Upon award of the Contract, the Design/Builder shall furnish such Contract Drawings and Specifications as may be required for completion of the Project. Any prints and Specifications in excess of these shall be furnished at cost at the Design/Builder’s expense.

**AA. Drawings and Specifications:**

- (1) The intent of the Drawings and Specifications is that the Design/Builder shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County.
- (2) In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
- (3) The Owner may (without changing the scope of the Work) furnish the Design/Builder additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Design/Builder shall carry out the Work in accordance with the additional detail drawings and instructions.
- (4) Abridging: Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mention therein, or indications on the Drawings of articles, materials, operations, or methods requires that the Design/Builder:
  - a. Provide each item mentioned and indicated, of quality or subject to qualifications noted.
  - b. Perform according to conditions stated, each operation prescribed.
  - c. Provide therefor all necessary labor, equipment, and incidentals.
- (5) Wording: Whenever in these Specifications or on the Drawings the words “directed,” “required,” “permitted,” “ordered,” or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, “approved,” “acceptable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, or satisfactory to the County.
- (6) Specification Sections: For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections.

Such separation shall not, however, operate to make the County an arbiter to establish limits to the contracts between the Design/Builder and Subcontractors, nor shall such separation be interpreted as superseding normal union jurisdictions.
- (7) Language: Notwithstanding the appearance of such language in the various sections of the Specifications as, “The Paving Contractor,” “The Grading Contractor,” etc.,

the Design/Builder is responsible to the County for the entire Contract and the execution of all work referred to in the Contract Documents.

**BB. Present Documents Govern:** The Design/Builder shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered “standard” for material or workmanship in any particular location. The Contract Documents for this job shall govern the Work.

**CC. Design/Builder’s Shop Drawings:**

- (1) The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.
- (2) Shop Drawings to be furnished by the Design/Builder for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.
- (3) Drawings for false work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Design/Builder’s Shop Drawings does not relieve the Design/Builder of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Design/Builder shall be responsible for agreement and conformity of Design/Builder’s Shop Drawings with the approved Drawings and Specifications.
- (4) Shop Drawings shall be submitted only by the Design/Builder who shall indicate by a signed stamp on the drawings that Design/Builder has checked the Shop Drawings and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Design/Builder.
- (5) The Contract Price shall include the cost of furnishing all Shop Drawings and the Design/Builder will be allowed no extra compensation for such drawings.

**DD. Instructions, Changes, Etc.:**

All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra work. If the Design/Builder claims that any instruction by Drawings or otherwise involves extra cost or an extension of time, Design/Builder shall notify the Owner in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this

No claims for extra cost will be considered based on an escalation of material prices throughout the period of the contract.

No extra work is to be performed or any changes made that involve any extra cost or extension of time unless approved by the Owner and authorized by Change Order.

**EE. Requests for Substitutions:** Requests for substitutions of proprietary products or of a particular manufacturer or vendor must be accompanied by documentary proof of equality, and difference in price and deliveries, if any, in form of certified quotations from Suppliers of both specified and proposed equipment. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Owner. The opinion of the Owner shall be final and no substitute material or article shall be purchased or installed without such written approval.

In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in case of a price difference.

**FF. Authority of the Design/Builder:**

- (1) The Design/Builder shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Owner. The Owner shall decide all questions relating to measurements of quantities, the character of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract.
- (2) The approval of the Owner of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Design/Builder, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Design/Builder from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon Design/Builder by the provisions of the Contract.

**GG. Rejections of Work and Materials.**

- (1) All materials and equipment furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or work shall be removed immediately. If rejected materials, equipment, or work is not removed within seventy-two hours from the date of letter of notification, the Owner shall have the right and authority to stop the Design/Builder and Design/Builder's work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or work at the cost and expense of the Design/Builder. All rejected materials, equipment, or work shall be replaced with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County.

- (2) Inspection of the Work shall not relieve the Design/Builder of any of Design/Builder's obligations to fulfill Design/Builder's Contract and defective work shall be made good regardless of whether such work, material, or equipment has been previously inspected by the Owner and accepted or estimated for payment. The failure of the Owner to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective. All work, material, and/or equipment shall be guaranteed against defects for a period of one year from date of Project acceptance as established by the County. The warranty requirement set forth herein shall be in addition to any and all other warranty requirements set forth in the Contract Documents.

#### **HH. Lines, Grades, and Measurements:**

- (1) Such stakes and markings as the Owner may set for either its or the Design/Builder's guidance shall be preserved by the Design/Builder. Failure to protect such stakes or markings, or gross negligence on the Design/Builder's part resulting in loss of same, may result in the Design/Builder being charged for their replacement.
- (2) The Design/Builder must exercise proper care and caution to verify the grades and figures given Design/Builder before proceeding with the Work, and shall be responsible for any damage or defective work caused by Design/Builder's failure of such care and caution. Design/Builder shall promptly notify the Owner of any errors or discrepancies Design/Builder may discover in order that the proper corrections may be made.

#### **II. Land and Rights-of-Way:**

- (1) Prior to entering on any land or right-of-way, the Design/Builder shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct Design/Builder's work in accordance with requirements thereof including the giving of notice. The Design/Builder shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the County fully for any loss or expense arising from failure of the Design/Builder to perform as required by such entity.
- (2) The Design/Builder shall provide at Design/Builder's own expense and without liability to the County any additional land and access thereto that the Design/Builder may desire for temporary construction facilities, or for storage of materials.

- JJ. Prior Use by County:** Prior to completion of the Work, the County may take over operation and/or use of the uncompleted Project or portions thereof. Such prior use of facilities by the County shall not be deemed as acceptance of any work or relieve the Design/Builder from any of the requirements of the Contract Documents.

**KK. Barricades:**

- (1) **Lanterns:** Design/Builder shall provide continuously burning lanterns at all barricades and at protective barriers around excavations so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.
- (2) **Access to Site:** Delivery of construction materials and equipment shall be only from locations approved by the County.

**LL. Schedules, Reports, and Records:**

- (1) The Design/Builder shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed.
- (2) Prior to the first partial payment estimate, the Design/Builder shall submit schedules showing the order in which Design/Builder proposes to carry on the Work, including dates at which Design/Builder will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- (3) The Design/Builder shall also submit a schedule of payments that Design/Builder anticipates Design/Builder will earn during the course of the Work.

**MM. Supplementary Conditions:**

- (1) **Scope:** Furnish, erect, and maintain temporary facilities and perform temporary work required in the performance of this Contract, including those shown and specified.
- (2) **Use of Temporary Facilities:** Design/Builder may be required by the County to provide and maintain a suitable office on the site for Design/Builder's own use and for the use of representatives of the County.
- (3) **Maintenance and Removal:**
  - a. **Utilities and Furnishings:** Design/Builder shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as Design/Builder provides for Design/Builder's own use.
  - b. **Location and Removal:** Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County. They shall

remain the property of the Design/Builder.

(4) Field Offices:

Design/Builder and Design/Builder's Subcontractors shall provide such additional offices, storage shanties, tool sheds and other temporary buildings as required for their own use and those employed on the Work.

(5) Toilet and Washing Facilities:

- a. Toilet Building: Design/Builder may be required by the County, at the beginning of work, to provide on premises suitable and adequate temporary toilets and enclosure for use of workers on the job; maintain same in sanitary condition; remove same at completion of building operations and/or when directed.
- b. Sanitary Regulations: Do not allow any sanitary nuisances to be committed in or about work; enforce sanitary regulations of local and State Health Authorities.

(6) Utilities During Construction:

- a. Utilities: Design/Builder shall furnish all utilities and pay for all utility bills used during construction. Utilities shall include electric power or fuel of any sort used for heating, etc., and water.

(7) Connections to Utilities:

- a. Design/Builder shall provide all temporary connections to utilities when not provided by the utility company or others.

(8) Telephone:

- a. Design/Builder shall, if required by the County, install and maintain at Design/Builder's own expense, a job telephone for duration of the Contract.

(9) Temporary Heat:

- a. The Design/Builder shall provide at Design/Builder's own expense temporary heat as necessary to protect all work and materials against injury from dampness and cold. Fuel, equipment and method of heating shall not present a fire hazard and shall be satisfactory to the County. See requirements in detail Specifications for temperatures to be maintained for application of work under the various trades.

(10) Interruption of Facility Operations:

- a. The Design/Builder shall schedule the Work such that the Design/Builder minimizes interruptions to the operation of any existing facility, including water



mains and sewers. Shut downs must be scheduled with the County and mitigation steps taken to prevent upsets or impacts to plant compliance.

- b. The Design/Builder shall conduct operations in a manner and sequence which will provide for the continued transportation of wastewater flows during construction of this Project. The Design/Builder shall take all actions required to prevent discharge of sewer flow from the system to the ground or stream. Any construction actions that impede or interrupt flow shall be carefully executed and monitored to prevent surcharging and overflow.
  - c. Any damages resulting from surcharging, overflow or back-up caused by the Contractor's operations shall be the Contractor's responsibility. Fines charged the County for overflows caused by the Design/Builder shall be paid for by the Contractor.
- (11) DeKalb County Work Hours: Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during DeKalb County Construction Activities work hours (DeKalb County Code of Ordinances Chapter 16, Article VII, Division 2, Section 16-306 (d)). DeKalb County work hours are generally Monday through Friday from 7:00 a.m. through 7:00 p.m. DeKalb County observes the following holidays; **New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas**. The Design/Builder may be allowed to perform work during observed holidays. Any work performed during observed holidays is limited to project site clean-up and staging; system work requiring no construction, replacement, and/or rehabilitation; and work that does not require a County inspection. The County reserves the right to certify any anticipated work that does not require a County inspection. The Design/Builder will not perform Work outside of DeKalb County work hours without the County's written consent given after prior written notice to the Construction Manager, which shall be submitted at least seven (7) days in advance.

**NN. Notice to Design/Builder and Subcontractors:** The Georgia Legislature has enacted a new Code provision, designated O.C.G.A. § 13- 10-80, governing progress payments and retainage for public works contracts. It is applicable to contracts which, when awarded exceed \$150,000.00 in value or forty-five (45) days in duration, and establishes mandatory guidelines by which payments received from DeKalb County in this contract must be passed through the subcontractors. For your information, its provisions are set out below:

13-10-80. Periodic Progress Payments; Retainage; Exceptions; Minimal Standard of this Code Section.

- (1) As used in this Code section, the term:
  - a. "Contractor" means a person having a direct contract with the Owner.

- b. “Lower tier subcontractor” means a person other than the Design/Builder having a direct contract with a subcontractor.
  - c. “Owner” means the state, any county, municipal corporation, authority, board of education, or other public board, public body, department, agency, instrumentality, or political subdivision of the state.
  - d. “Owner’s authorized contract representative” means the architect or engineer in charge of the Project for the owner or such other contract representative or officer as designated in the contract documents as the party representing the Owner’s interest regarding administration and oversight of the Project.
  - e. “Subcontractor” means a person other than an Owner having a direct contract with the contractor.
- (2) In any contract for the performance of any construction Project entered into on or after July 1, 1985, with an owner, as defined in paragraph (3) of subsection (a) of this Code section, such contract shall provide for the following:
- a. After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and at the owner’s discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner’s authorized contract representative when allowed by the contract documents, less retainage; and
  - b. Retainage to a maximum of ten (10%) percent of each progress payment; provided, however, that, when fifty (50%) percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner’s authorized contract representative, the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Design/Builder, the retainage of each subcontractor may be released separately as the subcontractor completes his work.
- (3) If, after discontinuing the retention, the Owner’s authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an owner, the Design/Builder and subcontractors shall be entitled to resume withholding retainage accordingly.
- (4) At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the Owner’s authorized contract representative determines the work to be reasonably satisfactory, the owner shall within thirty (30) days after invoice and other appropriate documentation as may

be required by the contract documents are provided pay the retainage to the Design/Builder. If at that time there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item as determined by the Owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Design/Builder and subcontractors as their interests may appear. The Design/Builder shall, within ten (10) days from the Design/Builder's receipt of

retainage from the Owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Design/Builder's retainage is reduced by the Owner, provided that the value of each subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the Design/Builder in his reasonable discretion may require, including, but not limited to, a payment and performance bond.

- (5) The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Design/Builder, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Design/Builder, provided that the value of each lower tier subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
- (6) This Code section shall not apply to:
  - a. Any contracts let by the Department of Transportation of this State for the construction, improvement, or maintenance of roads or highways in this State or purposes incidental thereto; or
  - b. Any contracts whose value or duration at the time of the award does not exceed \$150,000.00 or forty-five (45) days in duration.
- (7) Contract and subcontract provisions inconsistent with the benefits extended to Design/Builders, subcontractors, and lower tier subcontractors by this Code section shall be unenforceable; provided, however, that nothing in this Code section shall render unenforceable any contracts or subcontract provisions allowing greater benefits to be extended to such Design/Builders, subcontractors, or lower tier subcontractors, the provisions and benefits of this Code section being minimal only. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls,

material bills, and other indebtedness connected with the work have been paid.  
(Code 1981, '13-10-2, enacted by Ga. L. 1985, p. 1043, '1.)

**OO. Georgia Open Records Act:** Without regard to any designation made by the person or entity entering this Agreement, DeKalb County considers all information submitted in response to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the Agreement.

**PP. First Source Jobs Ordinance:** The DeKalb County First Source Jobs Ordinance, attached as an Exhibit and incorporated into this Agreement, 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. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

**QQ. Contractor and Subcontractor Evidence of Compliance:**

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions in accordance with O.C.G.A. § 13-10-91, as amended:
  - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
  - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County or a contractor of the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as

a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.

- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**[DESIGN BUILDER]**

**DEKALB COUNTY, GEORGIA**

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

\_\_\_\_\_ by Dir. (SEAL)  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax I.D. Number

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Reginald D. Wells, Interim Director  
Department of Watershed Management

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

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

## ATTACHMENTS

This Contract includes the following Attachments all of which are incorporated herein by reference:

Attachment A, Contractor's Affidavit

Attachment B, Subcontractor's Affidavit(s)

Attachment C, Sub-subcontractor's Affidavit(s)

Attachment D, Certificate of Corporate Authority

Attachment E, Performance Bond and Accompanying Power of Attorney

Attachment F, Payment Bond and Accompanying Power of Attorney

Attachment G, Insurance Policies with Declaration and Endorsements

Attachment H, Executive Order No. 2141-4 New Ethics Policy

Attachment I, Statement of Work

Attachment J, Bidder's Unit Price Form

Attachment K, OCIP General Liability Wrap-Up Manual

In addition to the foregoing, the Bid Document Package dated January 7, 2019, the original of which is maintained in the County's Department of Purchasing and Contracting, forms an essential part of this Contract as if fully set out herein.

**ATTACHMENT A**

**Contractor Affidavit under O.C.G.A. §13-10-91**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Contractors Name

Consent Decree-Design-Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction – Package No. 4

\_\_\_\_\_  
Name of Project

DeKalb County, Georgia

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

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

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



**ATTACHMENT B**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

Consent Decree-Design-Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction – Package No.4

\_\_\_\_\_  
Name of Project

DeKalb County, Georgia  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**ATTACHMENT C**

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

Consent Decree-Design-Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction – Package No. 4

\_\_\_\_\_  
Name of Project

DeKalb County, Georgia  
\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT D**

**DEKALB COUNTY, GEORGIA**

**CERTIFICATE OF CORPORATE AUTHORITY**

I, \_\_\_\_\_, certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_\_; that \_\_\_\_\_, who executed this Contract on behalf of the Contractor was, then and there, \_\_\_\_\_; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ (Corporate Seal)

**ATTACHMENT E**  
(Consisting of 3 pages)  
**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ [*INSERT name of contractor*] (hereinafter called the “Principal”) and \_\_\_\_\_ [*INSERT name of surety*] (hereinafter called the “Surety”), are held and firmly bound unto \_\_\_\_\_ County (hereinafter called the “County”) and their successors and assigns, in the penal sum of XXXXXXXXXX Dollars (\$XXXXXXXX), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the **Consent Decree-Design-Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 4**, more particularly described in the Contract (hereinafter called the “Project”); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all change orders, modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the County to be, in default under the Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the County of the lowest responsible bidder, arrange for a contract between such bidder and County and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the County the funds required by this Paragraph prior to the payment of the County of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the County to the Contractor under the Contract, and any amendments thereto, less the amount paid by the County to the Contractor; or, at the option of the County; or

Allow County to complete the work and reimburse the County for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney’s fees, litigation costs and expert witness fees, which the County may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the County in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the County to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

The Surety’s obligations under this bond include all of the Contractor’s duties under the Contract, including without limitation its maintenance and guarantee obligations.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the County and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. §36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:**

By: \_\_\_\_\_ (SEAL)  
Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

WITNESS:  
\_\_\_\_\_

**SURETY**

By: \_\_\_\_\_ (SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:  
\_\_\_\_\_

*[Attach Original Power of Attorney]*

**ATTACHMENT F**  
(Consisting of 2 pages)  
**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ [*INSERT name of contractor*] (hereinafter called the “Principal”) and \_\_\_\_\_ [*INSERT name of surety*] (hereinafter called the “Surety”), are held and firmly bound unto DeKalb County, (hereinafter called the “County”), its successors and assigns as obligee, in the penal sum of XXXXXXXXXX Dollars (\$XXXXXX) lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on \_\_\_\_\_ [*INSERT date of award*] date which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the construction of a project known as **Consent Decree-Design-Build Services for Gravity Sewer System Rehabilitation, Replacement and Construction Package No. 4,** as more particularly described in the Contract (hereinafter called the “Project”);

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any Subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any Subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a claim against the County, or the property of the County, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the County, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alternations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

- 6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
- 7. This Bond is intended to comply with O.C.G.A. §36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL**

By: \_\_\_\_\_ (SEAL)  
Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

WITNESS:

\_\_\_\_\_

**SURETY**

By: \_\_\_\_\_ (SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_

*[Attach Original Power of Attorney]*



**ATTACHMENT G**

**INSURANCE POLICIES WITH DECLARATIONS AND ENDORSEMENTS**

SAMPLE

**ATTACHMENT H**

**EXECUTIVE ORDER NO. 2141-4 NEW ETHICS POLICY**

SAMPLE

**ATTACHMENT I**

**STATEMENT OF WORK**

SAMPLE

**ATTACHMENT J**

**BIDDER'S UNIT PRICE**

**FORM**

SAMPLE

**ATTACHMENT K**

**OCIP GENERAL LIABILITY WRAP-UP MANUAL**

SAMPLE

**EXHIBIT 1**

**GUIDE SPECIFICATIONS**

**FOR**

**CONSENT DECREE-DESIGN BUILD SERVICES FOR GRAVITY SEWER SYSTEM  
REHABILITATION, REPLACEMENT AND CONSTRUCTION PACKAGE NO. 4**

**DEKALB COUNTY, GEORGIA**

**ITB: 18-101044**

**DeKalb County**

**Department of Watershed Management**

**4572 Memorial Drive**

**Decatur, Georgia 30032**

**Guide Specifications are included on the DeKalb County website  
<https://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting>  
as an attached separate document**

**EXHIBIT 2**

**SEWER REHABILITATION DESIGN GUIDANCE (JULY 2016)**

**FOR**

**CONSENT DECREE-DESIGN BUILD SERVICES FOR GRAVITY SEWER SYSTEM  
REHABILITATION, REPLACEMENT AND CONSTRUCTION PACKAGE NO. 4**

**DEKALB COUNTY, GEORGIA**

**ITB: 18-101044**

**DeKalb County**

**Department of Watershed Management**

**4572 Memorial Drive**

**Decatur, Georgia 30032**

**Sewer Rehabilitation Design Guidance is included on the DeKalb County website  
<https://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting>  
as an attached separate document**

**EXHIBIT 3**

**TECHNICAL DRAWINGS**

**FOR**

**CONSENT DECREE-DESIGN BUILD SERVICES FOR GRAVITY SEWER SYSTEM  
REHABILITATION, REPLACEMENT AND CONSTRUCTION PACKAGE NO. 4**

**DEKALB COUNTY, GEORGIA**

**ITB: 18-101044**

**DeKalb County**

**Department of Watershed Management**

**4572 Memorial Drive**

**Decatur, Georgia 30032**

Technical Drawings are included on the DeKalb County website  
<https://sftp.dekalbcountyga.gov/f/002c093d3c4c8365>  
as an attached separate document



**EXHIBIT 4**

**CCTV FOOTAGE**

**FOR**

**CONSENT DECREE-DESIGN BUILD SERVICES FOR GRAVITY SEWER SYSTEM  
REHABILITATION, REPLACEMENT AND CONSTRUCTION PACKAGE NO. 4**

**DEKALB COUNTY, GEORGIA**

**ITB: 18-101044**

**DeKalb County**

**Department of Watershed Management**

**4572 Memorial Drive**

**Decatur, Georgia 30032**

**CCTV Footage is included on the DeKalb County website  
<https://sftp.dekalbcountyga.gov/f/002c093d3c4c8365>  
as an attached separate document**

**EXHIBIT 5**

**PIPE LIST**

**FOR**

**CONSENT DECREE-DESIGN BUILD SERVICES FOR GRAVITY SEWER SYSTEM  
REHABILITATION, REPLACEMENT AND CONSTRUCTION PACKAGE NO. 4**

**DEKALB COUNTY, GEORGIA**

**ITB: 18-101044**

**DeKalb County**

**Department of Watershed Management**

**4572 Memorial Drive**

**Decatur, Georgia 30032**

Pipe List is included on the DeKalb County website  
<https://sftp.dekalbcountyga.gov/f/002c093d3c4c8365>  
as an attached separate document