DeKalb County
Department of Purchasing and Contracting
Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

October 31, 2016

INVITATION TO BID (ITB) NO. 16-100750

FOR

TRAFFIC CALMING MAINTENANCE
(ANNUAL CONTRACT WITH 2 OPTIONS TO RENEW)

DEKALB COUNTY, GEORGIA

Judi Moore, Procurement Agent, Phone: (404) 371-6338
Email: jmoore@dekalbcountyga.gov

FIRM'S NAME AND ADDRESS: (Street, City, State and Zip Code. Type or print): **Federal Tax ID No**. **ARE YOU A DEKALB COUNTY FIRM? Yes ____ No ____**	**TELEPHONE AND FAX NUMBERS WITH AREA CODE:** Phone: Fax: E-mail:
SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:	SIGNER'S NAME AND TITLE (Type of Print):

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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INVITATION TO BID OVERVIEW

A. **PURPOSE:**

DeKalb County Government (the County) is soliciting bids for **ITB No. 16-100750 -Traffic Calming Maintenance (Annual Contract with 2 Options to Renew)** from responsible contractors.

B. **GENERAL INFORMATION:**

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued……..…… **October 31, 2016**
Mandatory Pre-Bid Conference …….. **November 16, 2016**
Location of Pre-Bid Conference …….. **Clark Harrison Bldg.,** 330 W. Ponce de Leon
Decatur, GA 30030, Conference Room A.
@ 10:00 A.M. EST

Deadline for Submission of Questions……**November 28, 2016 @ 5:00 P.M. ET**

Bid Opening……**December 13, 2016** @ **3:00 P.M. ET, Insert date**

Bids Valid Until ……. **Bids shall be valid for 90 days from and including the bid opening date.**

Sealed bids are to be addressed and delivered to:
DeKalb County Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030, not later than **December 13, 2016 @ 3:00 P.M. EST.**

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents) stamped "Original" and **two sealed identical copies** stamped "Copy" of the bid package to the address listed above.

2. **CONTACT PERSON**:
The contact person for this bid is **Judi Moore, Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at 404-371-6338 or via email at jmoore@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 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.

3. **QUESTIONS:**
All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an

Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **No responses to requests, answers to specification questions, or additional information shall be supplied after November 28, 2016".**

4. ADDITIONAL INFORMATION/ADDENDA:

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website, http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html. Bidder should regularly check the County's website for addenda.

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INVITATION TO BID PROCEDURES

A. BIDDER INFORMATION:

1. **FAILURE TO RETURN ALL PAGES OF THIS INVITATION TO BID MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.**

2. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.

3. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.

4. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.

5. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract, and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.

6. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.

7. <u>Bid Withdrawal</u>
   Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.

8. <u>Expenses of Preparing Responses to this ITB</u>
   The County accepts no responsibility for any expenses incurred by the Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

9. 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.

10. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

11. LSBE Information

a. 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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The current DeKalb County List of Certified Vendors may be found on the County website at http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf

b. It is mandatory that the LSBE Information forms be completed and submitted with Bidder's response.

c. For further details regarding the DeKalb County Local Small Business Enterprise Ordinance, contact Special Projects at pcadmin-ops@dekalbcountyga.gov or (404) 371-7051.

12. First Source Jobs Information

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.

For more information on the First Source Jobs Ordinance requirement, please contact DeKalb Worksorce at: FirstSourceJobs@dekalbcountyga.gov or 404-687-3400.

13. Attention to General Terms and Conditions
    Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the 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 is made.

14. Required Signatures
    Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

15. 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.

16. Business License
    Please provide a copy a valid company business license with your bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

B. BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.

2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.

3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.

4. Bids must be submitted in a sealed envelope(s) or box(s) with the Bidder's name and **"ITB No. 16-100750 -TRAFFIC CALMING MAINTENANCE (ANNUAL CONTRACT WITH TWO (2) OPTION TO RENEW)** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(s) inside the delivery service envelope(s) or box(s). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. CONTRACT AWARD:

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).

2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.

3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.

4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.

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GENERAL TERMS AND CONDITIONS

A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Contractor's accepted Response; and the County's ITB.

B. The Contractor's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.

C. Bidder extends to the County the option to renew the contract for two (2) additional one year terms, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

D. DELIVERY:

Delivery of services will commence **within three (3) hours upon request**. All prices are to be firm, F.O.B. Destination, Freight Allowed and Prepaid. Delivery must be made twenty-four (24) hours, seven (7) days a week, unless otherwise required. The successful bidder shall give a **two (2) hour** Notice of Delivery – Deliveries may be made to any DeKalb County Department or Division. The County will unload after prior notice.

Bidder state agreement: Yes_____ No_____

Contact Person: _____

Telephone Number: _____ Cellular Phone Number: _____

Address: _____

_____

_____

Alternate delivery time *may* be considered provided it is so stated. Bidder state alternate terms for delivery or services below.

_____

_____

1. All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 9:00 A.M. and 2:30 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order number and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.

E. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the

County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

F. FOREIGN PRODUCTS:

DeKalb County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that items offered on this bid is/are manufactured and produced in the United States.

Yes _____ No _____

If "No", state the exact location of plant or facility where items will be produced:

_____

G. COUNTY REQUIREMENT:

The contract will be an "Indefinite Quantity" type with County requirements to be satisfied on an "as ordered" basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

H. WARRANTY AND/OR GUARANTY:

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of ninety (90) days. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. **NOTE**: **FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.**

_____,

_____.

I. SAMPLES & TESTING:

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used

portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

J. LITERATURE:

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

K. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed ("Commencement Date"). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

1. Alterations to the Bid Schedule may result in the Bidder being deemed non-responsive and his bid may be rejected.

2. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:

    - To Contractor's customers.
    - In the Contractor's price schedule for the class of customers; i.e., wholesalers,

jobbers, retailers, etc., which was used as the basis for bidding on this contract. The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph I. as stated within the ITB.

3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.

4. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
   a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
   b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and
   c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. PAYMENT:

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing DeKalb County Purchase Order (PO) or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

   A Contract Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

2. Invoice(s) must be submitted as follows:

   a. A copy of the original invoice(s) must be submitted to the department requesting services.

      Public Works - Roads and Drainage
      727 Camp Road, Decatur, GA 30032
      Attn: Mellonise Wheeler
      Email: mawheele@dekalbcountyga.gov
      cc: rjohnson1@dekalbcountyga.gov

   b. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report

to:
Accounting Services Division
DeKalb County Finance Department
Maloof Administration Building
1300 Commerce Drive, 3rd Floor
Decatur, Georgia 30030

3. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

O. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

P. ADDITIONAL WORK:

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

Q. OWNERSHIP OF DOCUMENTS:

All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor 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 Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

R. RIGHT TO AUDIT:

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

subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

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

S. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

T. REVIEWS AND ACCEPTANCE:

Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

U. TERMINATION OF AGREEMENT:

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the

Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

W. INSURANCE:

Insurance must meet the County's requirements and will be furnished by the successful Bidder(s) upon award.

1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.

2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:

    a. Certificates must cover:
        i. Statutory Workers Compensation

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

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

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

ii. Business Auto Liability Insurance with a minimum $500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).

iii. Commercial General Liability Insurance

(1) Each Occurrence - $1,000,000

(2) Fire Damage - $250,000

(3) Medical Expense - $10,000

(4) Personal & Advertising Injury - $1,000,000

(5) General Aggregate - $2,000,000

(6) Products & Completed Operations - $1,500,000

(7) Contractual Liability where applicable

b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. 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. 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.

d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.

e. 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.

f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.

h. Certificates to contain policy number, policy limits and policy expiration date of all

policies issued in accordance with this contract.

i. Certificates to contain the location and operations to which the insurance applies.

j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.

k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.

l. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

   DeKalb County, Georgia
   Director of Purchasing and Contracting
   Maloof Administration Building
   1300 Commerce Drive, 2nd Floor
   Decatur, Georgia 30030

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

X. GEORGIA LAWS GOVERN:

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

Y. 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 courts of DeKalb County, Georgia.

Z. COUNTY REPRESENTATIVE:

The County may designate a representative through whom the Contractor 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 County. Payments to

the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

AA. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

BB. SOLE AGREEMENT:

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

CC. SEVERABILITY:

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

DD. NOTICES:

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Purchasing and Contracting or by the County to the Contractor's

authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Procurement Officer
Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

If to the Contractor: Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

EE. 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 Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

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MINIMUM SPECIFICATIONS

SCOPE OR WORK/SERVICE

Contractor shall furnish all transportation, shipping, materials, supplies, parts, equipment, apparatus, services, testing, inspection, tools, supervision labor, engineering, technical knowledge, skills and all things necessary to provide an annual service contract for Traffic Calming Maintenance in accordance with the following Minimum Specifications. The projects to be assigned by the County under this contract include but are not limited to the installation, marking and repair of asphaltic speed tables, center islands, splitter islands, traffic circles, bike lane striping and edge of pavement narrowing striping on residential streets throughout DeKalb County.

SECTION 1.0 GENERAL CONDITION

1.01 WORK SCHEDULE:

A. Contractor shall coordinate all work so that County services are not adversely impacted. Work shall not prevent DeKalb County from meeting service obligation to the Public.

B. The normal DeKalb County business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday; however, many County facilities are operated on a 24 hour per day, seven (7) days per week basis, with operating personnel on duty. Contractor may be allowed access during times other than the above hours.

C. Contractor shall notify Robert Johnson via email: rjohnson1@dekalbcountyga.gov, and/or via telephone: (678) 758-6676 to obtain permission to begin work. Work shall be scheduled at least 24 hours in advance when possible. Note that County service demands shall dictate work schedules.

1.02 SITE CONDITIONS:

A. Contractor shall be responsible for obeying the Roads and Drainage Division's policies regarding the use of parking spaces (copy shall be provided to Awardees(s). Contractor will not be permitted to block driveways or loading docks during business hours.

B. Contractor shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies and pars shall be neatly stored in a designated area near the work site in full compliance with NIOSH and OSHA regulations. Contractor shall erect appropriate barricades and signs route pedestrian traffic around job site.

C. Contractor shall be responsible for providing its own toilet facilities and fresh drinking water at remote sites where such facilities are not available.

D. Contractor shall be responsible for daily removal of rubbish, mud and construction debris from paved drives, sidewalks, parking lots and public roads as work progresses. Contractor shall also repair any landscaping damage by the Contractor's employees, contractors or sub-contractors during the life of the project (see 1.10 Landscaping Repair).

1.03 MATERIALS, SERVICES and/or EQUIPMENT FURNISHED BY COUTY:

Materials, equipment or services which are to be furnished by the County will be provided on a timely basis if possible, so as to not delay work; however, work to be done by a contractor and requiring materials, equipment or services provided by the County, shall commence when Contractor has received all items and services that were to be supplied by the County, and permission to start has been given.

1.04 ADDITIONAL WORK:

In the event that additional work not specifically listed in the schedule or specified in the Minimum Specifications is required then such work must be duly authorized in advance and in writing, by the County at a fixed lump sum, after the Contractor has provided a written detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the County of any cost over-runs prior to the occurrence. Verbal approval between County representatives and Contractor's agents shall not be binding.

1.05 STANDARDS, PERMITS AND LICENSES:

Contractor shall observe and comply with County Ordinances on Construction work on major streets, intersections, and time restrictions. Such ordinances will be interpreted at pre-construction meetings; and streets affected will be interpreted and enumerated at pre-construction meetings by the County. Contractor shall be responsible for providing all permits required compliance with any regulatory agency in order to perform work under the specifications. Contractor shall be responsible for paying any fees associated with obtaining any permits or licenses required when work encroaches a public highway. Copies of any environmental permits will be sent to the Public Works Department, Roads and Drainage Division. Safety regulations shall conform to current National Industrial Occupational Safety and Health (NIOSH) Standards and Occupational Health and Safety Act (OSHA) requirements. Sidewalk, gutter and curb construction shall conform to the Georgia Department of Transportation, Standard Specification for Construction of Roads and Bridges, 1993 Edition, and Supplemental for construction of Roads & Bridges, 1997 Edition except as modified. *See Section 3.0 for modification to any existing standard,*

1.06 ON-STIES PRE-BID INSPECTIONS:

All proposers shall attend a **mandatory** pre-bid conference to be held **on November 16, 2016 at 10:00 A.M. at 330 W. Ponce de Leon, Decatur, GA, 30030, in Conference Room A.** Any drawings supplied by the County are assumed to be accurate; however, bidder(s) are responsible for field checking all measurements, prior to bidding any work. FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH WILL BE TO THE BIDDER'S DISAVANTAGE.

1.07 PRE-CONSTRUCTION MEETING AND PROJECT MEETINGS:

The successful Bidder shall, upon the receipt of a DeKalb County Purchase Order, shall contact Robert Johnson at (678) 758-6676 or via email: rjohnson1@dekalbcountyga.gov, to arrange a pre-construction meeting for the purpose of clarifying and coordinating start date, scope of work, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-construction meeting is held. If the scope of work warrants; the County shall reserve the right to regular site inspection and may schedule project meeting to monitor and measure work progress. Once a meeting requirement is established, the successful bidder shall assign the same people to attend the meeting and such people shall be duly authorized to function as agents for the successful bidder and shall be empowered to make decision and resolve disputes. All underground installations prior to the covering shall be inspected by the County.

1.08 MATERIALS AND MATERIAL STORAGE:

Where applicable, equipment and materials shall be delivered to County jobsite in manufacturer's original container with labels intact and shall be protected from weather and stored off the ground. Contractor shall comply with manufacturer's recommendations on product handling storage and protection unless otherwise instructed by duly authorized County Representatives.

1.09 EXPERIENCE:

To be considered for this contract; Bidder(s) shall have a minimum of five (5) years' experience in the construction of asphaltic concrete speed table, curbs gutters and sidewalks and shall furnish references and proof of competency from previous jobs (**See Page 34**). Only bidder(s) who in the opinion of the County are sufficiently experienced with the bid requirements listed are reputable; who have an established business facility with labor force sufficient to satisfactorily perform the required work to completion, will be considered. FAILURE TO MEET THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING NON-RESPONSIVE.

1.10 LANDSCAPING REPAIRS:

In the event damage occurs to County landscaping by Contractor or their sub-contractors or agent; Contractor shall be responsible for repair of damaged landscape. Contractor, to maintain existing contours in the work area. All disturbed area will be graded, smoothed and seeded with Kentucky 31 fescue, or approved equal, at the rate of 250 pounds per acre. Initial fertilizing and straw shall be included. Contractor shall replace any bushes, flower or trees killed or damaged with like kind.

1.11 FIELD CHECKING DRAWINGS AND ESTIMATES:

Any drawings or linear footage estimates supplied by the County are assumed to be accurate, however; Contractor is responsible for field checking all locations including electrical, gas, water, sewer and petroleum piping, structural elements and measurements, prior to construction.

1.12 DISAGREEMENTS:

Should any disagreements or differences arise as to the estimate, quantities or classification or as to the meaning of the specifications or any point concerning the character, acceptability and nature of the several kinds of work, any materials and construction thereof, the decisions of DeKalb County

Department of Public Works or its designated manager/engineer shall be final and conclusive and binding upon all parties to the contract. Payment will be made after completion of all work under this contract and final acceptance by DeKalb County.

SECTION 2.0 TRAFFIC CALMING CONSTRUCTION REQUIRMENTS

2.01 All work shall conform to the Georgia Department of Transportation (GDOT) Standard Specification for Construction of Road and Bridges, 1993 Edition, and the Supplemental Specifications and modifying the 1993 Standard 1997 Edition. The contractor must also comply with the Sedimentation Act of 1975 the Manual for Erosion and Sediment Control in Georgia, 1992 Third Edition as revised in 1994 and 1995, the Manual on Uniform Traffic Control Devices for Streets and Highway 2000 Edition, the American Society for Testing Materials (hereafter ASTM), 1981 Edition and the American Association of State Highway and Roads and Drainage Officials (hereafter AASHTO) 1990 Edition. The above listed specification may be reviewed in the Department of Public Works. **NOTE: All specifications are as stated or as stated in the current version.**

2.02 The County has identified various traffic calming maintenance projects through-out the County conforming DeKalb County Transportation standard, from which the contractors shall develop a schedule and scope of work phased geographically. Upon review and approval of the scope of work, and schedule, the County shall issue the contractor a notice to proceed based on bid unit prices. The County will provide minimal design for the entire project listed.

2.03 This contract is intended to be a **line items contract** with estimated quantities shown in each item for contractor's bidding purposes. Items that are necessary for the work and listed in the contract package shall be negotiated on a project specific basis between the contractor and the County. Items to be negotiated in the scope of work for each project may include but not limited to landscaping, grassing, erosion control, traffic control on a project by project basic etc.

2.04 The County shall issue and assign work as often as possible on a geographic basis in order to minimize mobilization costs to the Contractor.

2.05 It shall be the Contractor's responsibility to conform to all requirements of the specifications as they relate to cooperation with the utility location that exists on site.

2.06 It shall be the Contractor's responsibility to coordinate his work with any work to be performed by the utility owner or others in any right-of-way clearance and arrange a schedule of operations that shall allow for the completion of the project without any undue delay.

2.07 The Contractor shall not be compensated for any delay or damage caused by the utilities, obstruction or any other items not being removed or relocated to clear constructions in advance of their work.

2.08 The flow of traffic shall be maintained at all times during construction by permitting at least one lane of traffic to move through the construction site. All flagmen, warning signs, barricades and lights necessary to control the traffic and protect the public, shall be furnished by the contractor. Traffic control devices shall be in accordance with "The Manual on Uniform Traffic Control Devices for Streets and Highway "2000 Editions".

2.09 All fill areas shall be well compacted per Georgia DOT standards and when in a slope area they shall be benched at six-in (6") vertical lifts.

2.10 The Contractor shall be responsible for supplying all labor, materials and equipment necessary for each project.

2.11 Items which must be removed during construction and are not specifically shown to be paid for shall be removed and the cost is considered to be incidental. No claims will be considered for additional compensation.

2.12 Pavement removed outside of pavement on site or as shown on plans furnished by the County shall be replaced in-kind or with concrete depending upon the area of the excavation and as directed by the County. No claims shall be considered for compensation for base and pavement restoration outside of the limit of pavement shown.

2.13 Any encountered rock excavation shall not be measured separately for payment. Cost should be considered incidental to work. No claims will be considered for additional compensation.

2.14 It shall be the Contactor's responsibility to protect driveways, sidewalks, curbs and catch basins during construction. Damaged or broken sidewalks, curbs and catch basins caused by the Contractor shall be replaced or repaired at the Contractor's expense.

2.15 The Contractor shall use considerable care in protecting the riding surface of all roadways. Gouges, edge failures and curb damage shall be corrected to the satisfaction of the County at the Contractor's expense.

2.16 The Contractor shall be responsible for the proper expeditious disposal of all sidewalks, concrete and granite curb demolished at the site.

2.17 Grading work shall include but not limited to excavation borrow, hauling and compaction as necessary to complete the work. All cost associated with these items shall be included in other unit price bids. No claim will be considered for additional compensation.

2.18 County Ordinance on Construction Work on major streets, intersections and time restrictions: No construction work or maintenance work shall be done within the traffic lane of major through street or intersections thereof from the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday see Article I, In General, Sec 23.2 Contractors(s) shall comply with this ordnance. County will provide a list of the streets. This section does not apply to emergency repairs.

SECTION 3.0 ASPHALTIC CONCRETE SPEED TABLES

3.01 **Install Asphalt Speed Tables**

NOTE: Traffic Calming detailed drawings #1 and #2 including in the contract are informational and for bid purposes only. These drawings represent typical installations to be required under this contract and are included for preparing bid prices for installing speed tables. Drawings will be prepared by the County to the Contractor on a project by project basis as work is assigned. FOR BIDDING PURPOSES ONLY, use a 27" pavement width.

Procedures for installing Asphaltic Concrete Speed Tables shall be as follows:

A. Immediately prior to construction, the Contractor shall thoroughly clean the designated location of all dirt, loose stone and other debris to the satisfaction of the engineer.

B. The designated location shall be tacked, in accordance with section 413 of the GDOT Standard Specification, at the rate to be determined by the Engineer. Special care shall be taken to avoid spraying the bituminous tack coat on adjacent curbs, driveways and miscellaneous structures. Contractor(s) shall be responsible for all clean up should overspray occur.

C. Concrete cap blocks shall be set in a straight line. Unless otherwise approved, all cap block placement must start at the centerline extending out. Blocks shall have a rating of 3000 PSI in accordance with ASTM C33-04, Lightweight Aggregates and ASTM C90 -05, Load Bearing Concrete; upon request, the contract shall provide DeKalb County with appropriate documentation of certification /heating. Blocks shall be provided on demand to DeKalb County for testing purposes. All blocks not in compliance with the specifications will be removed and repaired in compliance with our repairing contract, at no cost to DeKalb County.

D. Contractor shall place 9.5 mm Asphaltic Concrete (SP Level A) to the lines and grades specified for the Speed Table. The placing and rolling operation shall be such that the concrete cap blocks are not displaces, the required compaction is achieve and the final profile and thickness within ¼" tolerance will be removed and replaced by the Contractor at no additional cost to DeKalb County.

E. The Contractor shall schedule the work such that installation at the particular location is completed by the end of the day on which it is started. Speed tables extending across only one lane will not be permitted to be left overnight.

F. Tapers shall be 1 foot from edge of pavement (EOP) on all road widths of 22' or less. On road widths of 22' or less, the taper shall be 6 inches from (EOP).

3.02 Remove Asphalt Speed Tables

The successful Contractor shall be responsible for the complete removal of cap blocks as well as asphaltic concrete, leaving the road in good driving conditions. Any damage to the underlying road shall be repaired by the Contractor.

3.03 Speed Table Markings

The marking for Asphaltic Concrete Speed Tables shall be the following:

A. The Contractor is responsible for proper cleaning of dust, dirt and debris on the roadway prior to applying material.

B. The Contractor shall be responsible for furnishing and installing pavement markings for each speed control district.

C. All pavement markings shall be thermoplastic. All markings are to contain glass sphere for reflectivity. The dry markings will have a thickness of 90 mils. All pavement markings shall be laid

out by the Contractor. Certification of thermoplastic material shall meet Georgia DOT specification section 653, Thermoplastic Traffic Stripe.

3.04 Speed Table Signing

The Contractor shall remove sign faces and/or posts as indicated on each design drawing cutting post at ground level will not be acceptable, post should be totally removed.

The signing for Asphaltic Concrete Speed Tables shall be the following:

A. At a minimum, a Contractor shall place one (1) "Residential Speed Control District" sign at the entrance to each established district and one (1) "Speed Humps Ahead" warning sign "15 MPH" Advisory Speed Plaque, in advance of a series of speed tables in each direction unless otherwise instructed by the County. Additional signs such as "Speed Humps" (above a two-headed arrow denoting cross street); Warning Signs "15 MPH"; Advisory Speed Plaques may be required. The Contractor shall place and be compensated for each sign.

B. Post shall be driven into ground, not set in concrete.

C. Signs shall be placed by Contractor of Sub-Contractor no sooner than forty-eight (48) hours before table installation and not later than eight (8) hours after speed table installation.

D. Each signpost bolt must be made theft-proof. The two (2) common methods are hammering down the threads or alternating the thread to prevent removal of bolts.

SECTION 4.0 TRAFFIC ISLANDS

4.01 Remove Traffic Islands

The successful Contractor shall be responsible for the complete removal of concrete curbing and earth fill, leaving the road in good driving condition. Steel dowels used to secure the curb to the pavement shall be cut flush with pavement surface and shall be made smooth using a mechanical grinder if necessary, to ensure that no hazard remains for post motorist and pedestrians. The pavement surface should be swept clean. Any damage to the underlying road shall be repaired by the Contractor.

The cost for removing sign faces and sign posts shall be paid for separately.

4.02 Installing Traffic Island

The procedure for installing the Traffic Islands shall be as follows:

A. Immediately prior to construction, the Contractor shall thoroughly clean the designated location of all dirt, loose stone and other debris to the satisfaction of the Engineer.

B. Contractor shall install Concrete Doweled Integral Curb (Type 7) in accordance with GDOT Standard 9023B on the existing pavement surface. In addition to the requirements set forth on this Standard weep holes are to be provided at the base of the curb to promote drainage. Specifically, seven (7) inch long ¾" nominal diameter (1.050" outside diameter), Schedule 40 PVC conduits are to be placed 3 feet on center. Any part on the PVC conduit that extends above the one inch (1") high vertical face of the curb into the inclined face of the curb should be removed using a mechanical grinder if necessary so that no hazard remains. Care should be taken, so as not allow any concrete into the PVC conduit.

C. In addition to installing weep holes and to promote drainage, aggregate encapsulated in contractor-grade landscaping fabric shall be installed.

D. Should it be necessary to cut the asphalt pavement when installing curb at splitter islands and medians; the contractor will be required to saw out the asphalt in order to establish a clean line. Cost of saw cutting is to be included in the price bid for header curb and gutters etc.

4.03 Traffic Island Markings

The marking for Traffic Islands shall be as follows:

A. The Contractor is responsible for proper cleaning of dust, dirt and debris on the roadway prior to applying materials.

B. The Contractor shall be responsible for furnishing and installing pavement markings for each speed control district.

C. All pavement markings shall be thermoplastic. All markings are to contain glass sphere for reflectivity. The dry markings will have a thickness of 90 mils. All pavement marking shall be laid out by the Contractor. Certifications of thermoplastic materials shall meet GDOT Standard Specification Section 653, Thermoplastic Traffic Stripe.

4.04 Traffic Island Signing

The Contractor shall remove sign faces and/or post as indicated on each Project Specific Design Drawing. Sign posts shall be cut flush with pavement surface and shall be made smooth using a mechanical grinder if necessary to ensure that no hazard remains for motorist and pedestrians.

The signing for the Traffic Islands shall be as follows:

A. At a minimum the Contractor shall place one (1) "Residential Speed Control District" sign at the entrance to each established district and one (1) Keep Right Symbol Regulatory Sign (R4-7) or one (1) Narrow Keep Right Symbol Regulatory Sign (R4 – 7C) at each end of each traffic island.

B. Sign posts shall be installed in a prepared hold as per GDOT Standards Specification Section 646. The hole in the pavement surface shall be made using an appropriately sized hole-saw.

C. Signs shall not be placed by Contractor or Sub-Contractor in advance of the traffic island installation no later than eight (8) hours after traffic island installation. Traffic cones should be provided at each end of every traffic island after traffic island installation, until signs are installed.

D. Each sign post bolt must be made theft-proof. The two (2) common methods are hammering down the threads or alternating the thread to prevent removal of bolts.

4.05 Repair of Asphalt Speed Tables

Work shall begin within fourteen (14) calendar days from date of request and proceed without undue delay until work is completed.

Tack Coat: The entire milled area, including the sidewalks, shall be tack coated with an approved material in accordance with Section 413 of the GDOT Standard Specifications.

Patching: Patch material, specifically 9.5 mm asphaltic concrete (SP Level A) shall be placed in the milled area and compacted using hand or mechanical methods as approved by the Engineer. Special care should be taken in placing the material to ensure that the grade of the compacted asphalt surface is flush with the grade of the existing asphalt surface of the speed hump. If necessary, due to high traffic Contractor shall pave one half (1/2) of the speed hump at a time to allow sufficient cooling of the new asphalt (to prevent rutting).

[End of Minimum Specifications.]

BID SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
1.	Install Paving/Asphalt Speed Tables (HUMPS)	20	EA.		
2.	Remove Asphalt Speed Tables (HUMPS)	20	EA.		
3.	Remove and install Asphalt Speed Tables	100	EA.		
4.	Remove Traffic Islands	10	EA.		
5.	Concrete Header Curb 6 in, TP 2	100	LF.		
6.	Concrete curb and gutter, 6 in. x 24 in. Modified with 24 in. back of curb; mountable (see drawing)	1000	LF.		
7.	Concrete Header Curb, 6in. TP 7	500	LF.		
8.	Class B Concrete, Base or Pavement Widening	300	CY		
9.	Adjust granite curb to grade	500	LF.		
10.	Remove Sign	30	EA.		
		2000	LF.		

11.	Galvanized Steel Post TP 7				
12.	Highway Signs TP 1 Materials, Reflector Sheeting, TP 3	2000	LF.		
13.	Thermoplastic Solid Traffic Stripe, 5 in. White	1000	LF.		
ITEM NO.	**COMMODITIES OR SERVICES**	**ESTIMATED NUMBER OF UNITS**	**UNIT**	**UNIT PRICE**	**AMOUNT**
14.	Thermoplastic Solid Traffic Stripe, 5 in. Yellow	1500	LF.		
15.	Thermoplastic Traffic Striping White	1000	Sq. Yd.		
16.	Thermoplastic Traffic Striping Yellow	1000	SY		
17.	Highway Signs Reflective Sheeting TP 9	750	SY		
18.	Solid Traffic Stripe, 5 in., White	2	LM		
19.	Skip Traffic Stripe, 5 In. White	2	GLM		
20.	Thermoplastic Solid Traffic Stripe, 5 In. White	10	LM		
21.	Thermoplastic Solid Traffic Stripe 5 in., Yellow	10	LM		
22.	Thermoplastic Skip Traffic Stripe 5 in., Yellow	10	GLM		
23.	Thermoplastic Skip Traffic Stripe 5 in., Yellow	5	GLM		
24.	Thermoplastic Pavement Marking, Arrow TP	1	EA.		
25.	Thermoplastic Pavement Marking, Arrow TP 2	1	EA.		
26.	Thermoplastic Pavement Marking Symbol	1	EA.		
27.	Thermoplastic Marking Symbol TP 1	1	EA.		
28.		1	EA.		

	Thermoplastic Pavement Marking Word, TP1				

TOTAL: $ _____

LABOR AND MATERIAL RATES FOR ADDITIONAL WORK NOT SPECIFICALLY LISTED IN THE SCHEDULE (SEE SECTION 1.04 ON PAGE 21)		
29.	Regular time rate per hour; Bidder state regular time hours/days worked by firm _____ _____	
30.	Overtime labor rate per hour, if different.	
31.	Materials cost mark-up percent above list price	_____%

NOTE TO SUPPLIER:

LF = Liner Feet

EA= Each

TP = Thermoplastic

GLM = Gross Liner Mile

SY= Square Yard

IN = Inch

LM= Linear Mile

End of Price Schedule

BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

_____	_____
Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer
_____	_____
Business Entity Street Address	Authorized Signature
_____	_____
Business Entity City, State and Zip Code	Contact Person's Phone Number
_____	_____
Business Entity County	Contact Person's E-mail Address

- **Bidder acknowledges addendum(s): No. 1____, No. 2____, No. 3____ (If Applicable)**
- Bidder acknowledges that this bid is valid for **90 days** from and including the bid opening date. _____(Initial)
- Bidder acknowledges that bid meets or exceeds minimum specifications. Any deviation from minimum specifications must be explained, in detail, by bidder as to how the bid does not meet the exact specifications. _____(Initial)
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
    - No revisions _____(Initial)

- There are revisions and they are included with the bid submittal _____(Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not complete and will be subject to rejection.

THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

ATTACHMENT A

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
32	Bid Acknowledgement Form*	
33	Required Documents Checklist*	
34	Contractor Reference and Release Form*	
35	Subcontractor Reference and Release Form, if applicable*	
37	Contractor Affidavit*	
38	Subcontractor Affidavit, if applicable	
39- 53	LSBE - Exhibits A and/or B of Attachment G*	

22 – Section 1.09	Bidder(s) shall have a minimum of five (5) years' experience in the construction of asphaltic concrete speed table, curbs gutters and sidewalks and **shall furnish references and proof of competency from previous jobs (see page 34)**

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

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

Printed Name Signature

ATTACHMENT B

CONTRACTOR 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 product(s)/ 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			

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			

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

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 C

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 product(s)/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			

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			

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

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 D

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

(1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions: [1]

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 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 contactor 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 28 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 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.

[1] O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent (Bidder's Name)	Federal Work Authorization Enrollment Date
Title of Authorized Officer or Agent of Bidder	Identification Number
Printed Name of Authorized Officer or Agent	
Address (* do not include a post office box)	

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

_____
Notary Public

My Commission Expires: _____

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.]

_____
BY: Authorized Officer or Agent
(Bidder's Name)

_____
Federal Work Authorization
Enrollment Date

_____
Title of Authorized Officer or Agent of Bidder

_____
Identification Number

_____
Printed Name of Authorized Officer or Agent

_____
Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

_____
Notary Public
My Commission Expires: _____

ATTACHMENT G

LSBE INFORMATION
WITH EXHIBITS A – B

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 Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

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) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation

of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

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 A".) 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 dollar value shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Failure to achieve the LSBE benchmark or demonstrate Good Faith Efforts shall result in a bid or proposal being rejected "Checklist for Good Faith Efforts" portion of "Exhibit B." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal.

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 are also required to certify that all 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 may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in.

For eligible bids over $5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE and list the level of participation by subcontractors designated as such on each solicitation.

[The remainder of this page is intentionally left blank]

EXHIBIT A

SCHEDULE OF 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: **16-100750**

TITLE OF UNIT OF WORK – **TRAFFIC CALMING MATENANCE**

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, please indicate below the portion of work (including the percentage of the amount bid/proposal) 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 financial participation to be provided by the LSBE joint venture firm.

   _____

   _____

4. List the LSBE 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 dollar value. A Letter of Intent form is attached hereto as "Exhibit B".

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

EXHIBIT A, CONT'D

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY
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.			Advertisement for solicitation of LSBEs in general circulation media and trade association publications at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
2.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, 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 and the amount of the quoted price if one was obtained.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
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 with Contract Compliance seeking assistance in identifying available LSBEs. Provide Contract Compliance representative name and title.
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 dollar value shall be due with the bid or proposal documents. Provide subcontractor information as requested by forms provided by Contract Compliance.
8.			Other Actions (specify):

EXHIBIT A, CONT'D

Please explain all "no" answers above (by number):

_____

_____

_____

_____

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Purchasing and Contracting Department, Contract Compliance Division at (404) 371.6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Purchasing and Contracting Department, Contract Compliance Division is available on our website at http://www.dekalbcountyga.gov/.

[The remainder of this page is intentionally left blank]

EXHIBIT A, CONT'D

DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION OPPORTUNITY TRACKING FORM

Bidder/Proposer 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 A, CONT'D

Exhibit A 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 A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. 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:_____

EXHIBIT B

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: 16-100750

Project Name: TRAFFIC CALMING MATENANCE (Annual Contract with 2 Options to Renew)

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 Commence Date	% of Contract Award	Estimated Dollar Amount

Prime Contractor

Signature:_____

Title:_____

Date:_____

Sub-contractor

Signature:_____

Title:_____

Date: _____

ATTACHMENT H

NEW EMPLOYEE TRACKING FORM

Name of Bidder_____

Address_____

Email_____

Phone Number _____

Fax Number_____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring: _____

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

Please return this form to DeKalb Workforce Development, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

ATTACHMENT I

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

Contract No._____

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: _____

Please return this form to DeKalb Workforce Development, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

ATTACHMENT J

BUSINESS SERVICE REQUEST FORM

Please note: Please complete one form 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:

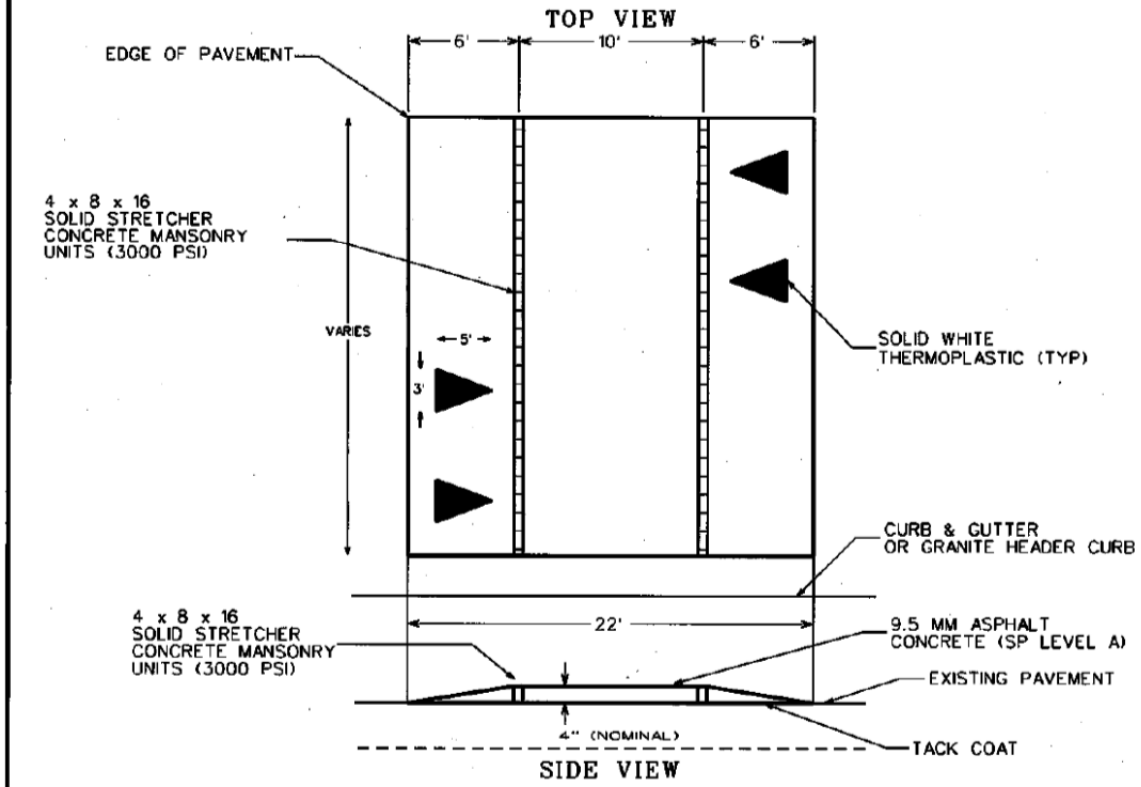
☐**CREDIT** ☐**DRUG** ☐**MVR** ☐**BACKGROUND** ☐**OTHER** _____

Please return form to:

Business Relations Unit (First Source)
774 Jordan Lane Bldg. #4
Decatur, Ga. 30033
Phone: (404) 687-3400
FirstSourceJobs@dekalbcountyga.gov

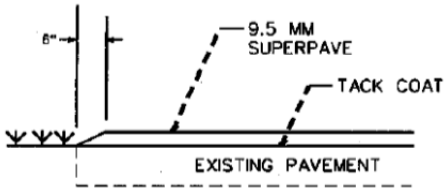
DRAWINGS

- Speed Table
- Traffic Calming Details

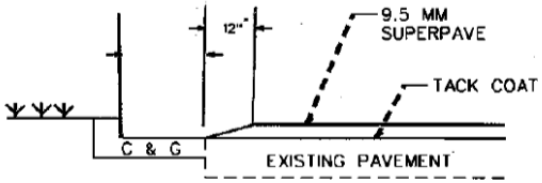


SPEED TABLE

NOTE: WIDTH OF ROAD VARIES. FOR BIDDING PURPOSES ONLY, USE 27' PAVEMENT WIDTH ON PAY ITEM 210-0100

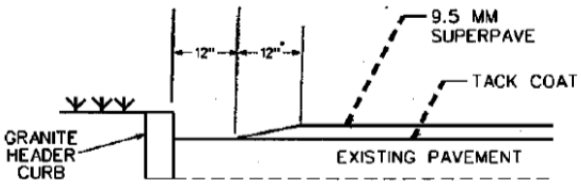


SHOULDER DETAIL FOR STREETS WITHOUT CURBS



*TAPER SHOULD BE 6" FOR PAVEMENT WIDTHS OF 22' OR LESS

SHOULDER DETAIL FOR STREETS WITH CURB & GUTTER

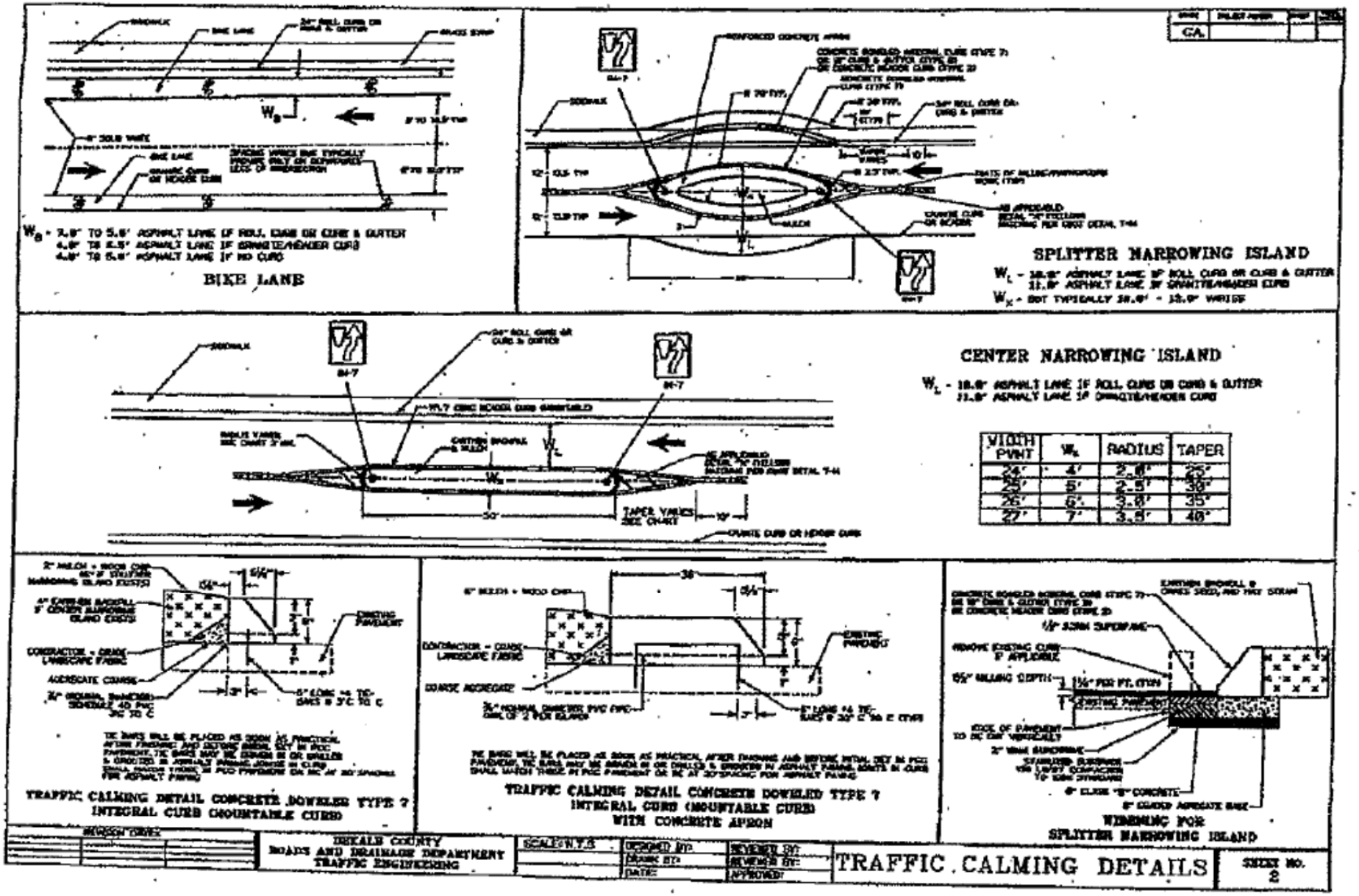


*TAPER SHOULD BE 6" FOR PAVEMENT WIDTHS OF 22' OR LESS

SHOULDER DETAIL FOR STREETS WITH GRANITE HEADER CURBS

REVISION DATES	DEKALB COUNTY ROADS AND DRAINAGE DEPARTMENT TRAFFIC ENGINEERING	SCALE: N.T.S	DESIGNED BY: / DRAWN BY: / DATE:	REVIEWED BY: / REVIEWED BY: / APPROVED:	TRAFFIC CALMING DETAILS	SHEET NO. 1

...\All-in-One Traffic Calming Details.dgn 2/13/2012 9:14:07 AM



Attachment 2