

## INVITATION TO BID

**Date Issued:** December 1, 2016

**Project Description:** DeKalb County Government (the County) requests competitively sealed bids from qualified bidders to furnish “**Roof Replacement of Fire Station No. 2,**” as listed on Page(s) 1 through 28 and in accordance with attached requirements.

**Form:** Submit bids in *One (1) original and Two (2) sealed duplicate copies* with the original clearly marked “Original” and the Duplicates clearly marked “Duplicate.”

**Address Bids To:** **DeKalb County Department of Purchasing and Contracting  
The Maloof Center  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030**

**Mandatory Pre-Bid Conference**

**and Site Visit:** For minimum specification information *before* sealed bids are opened, attend the **Mandatory Pre-Bid Conference/Site Visit: December 13, 2016 between 11 a.m. and 1 p.m., 1316 Dresden Drive, Brookhaven, GA 30319** or contact the Karlene N. Jessie at (404-687-3558), (E-mail: [kjessie@dekalbcountyga.gov](mailto:kjessie@dekalbcountyga.gov)).

**Questions and Answers:**

**All requests must be in writing.** Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specification, 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 the bidder, the 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. Bidder shall acknowledge addenda by signing and returning the Addendum form before the time set for opening bids. 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 “December 14, 2016 at 5:00 p.m.”**

**Close Date:** Sealed bids for furnishing the commodities or services described in the following schedule will be received at the location listed above: **until 3:00 P.M. on December 20, 2016,** and at that time publicly opened.

The official Department of Purchasing & Contracting Web Site is: <http://yourdekalb.com/purchasing/index.html> where bidding information will be available. For bid tabulation information *after* sealed bids are opened, see website [http://www.dekalbcountyga.gov/purchasing/pc\\_formal\\_solicitation\\_tabulations.html](http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_tabulations.html), or email [pcadmin-ops@dekalbcountyga.gov](mailto:pcadmin-ops@dekalbcountyga.gov), or call (404) 371-7051.

FIRM’S NAME AND ADDRESS (Street, City, State and Zip Code. Type or print)	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID (Bid must be signed)	DATE OF BID
SIGNER’S NAME AND TITLE (Type or Print)	SIGNER’S CONTACT INFORMATION  Phone: _____ E-mail: _____	

# NOTICES TO BIDDER

**All bids are subject to the following:**

1. The Price Schedule included below and/or attached hereto. Unit price for each unit bid on shall be shown and such price shall include packing/delivery charges unless otherwise specified. A total shall be entered in the amount column of the price schedule for each item bid on. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
2. Minimum Specifications are enclosed on **page 4**.
3. Items offered in this bid must comply with all Federal, State, and local laws and regulations as applicable on date of delivery.
4. Such other provisions, representations, certifications, and specifications as are attached hereto or incorporated by reference in the Schedule.
5. If Federal Excise tax applies: show amount and deduct. DeKalb County is exempt from Federal Excise tax and Georgia Sales tax.
6. Local Small Business Enterprise Ordinance (LSBE) (Purchasing & Contracting Form No. 7) fill out and return with the bid.
7. Federal Work Authorization Form (Purchasing & Contracting Form No. 33) fill out, Notarize and return with the bid.
8. Insurance and bonding as required by the bid. (Purchasing & Contracting Form No. 25).
9. Business License required prior to award.
10. Failure to observe any of the instructions and conditions in this Invitation to Bid may constitute grounds for rejection.

Bidder Note: Should any of the submittals not be identical to the original submittal, bidder may be deemed non-responsive and his bid may be rejected and not considered. It is the responsibility of the bidder to ensure awareness of any addenda issued. Please acknowledge addenda by signing and returning the Addendum form. All addenda issued for this project will be posted on DeKalb County's website,

[http://www.dekalbcountyga.gov/purchasing/pc\\_formal\\_solicitation\\_current\\_bids.html](http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html)

Bidder Note: It is the sole responsibility of bidder to ensure that bids reach the Department of Purchasing & Contracting on or before the closing date and time. Be aware that visitors to our office will go through a security screening process upon entering the building. Bidder should plan enough time to ensure that he will be able to deliver his bid submission prior to our deadline. The County shall in no way be responsible for delays caused by any occurrence. Offers by telephone, facsimile or telegram will not be accepted.

Bidder Note: The County will not be responsible for late deliveries or delayed mail. 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. Under no circumstances shall bids delivered after the specified time be considered. Late bids, for whatever reason will not be evaluated. Such bids will be returned unopened after the designated opening date and time.

THE DECATUR POSTMASTER WILL NOT DELIVER CERTIFIED OR SPECIAL DELIVERY MAIL TO SPECIFIC ADDRESSES WITHIN DEKALB COUNTY GOVERNMENT. WHEN SENDING BIDS OR TIME SENSITIVE DOCUMENTS, YOU MAY WANT TO CONSIDER A COURIER THAT WILL DELIVER TO SPECIFIC ADDRESSES. **BIDDERS SHOULD REGULARLY CHECK OUR WEB SITE WHERE BID UPDATES AND ADDENDA WILL BE POSTED.**

All bids must be either typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections or changes on any document must be initialed by the signatory of the bid. Bidders will not be allowed to modify their bids after the designated opening date and time. **First page is to be signed and returned with your bid.**

The enclosed (or attached) bid in response to Invitation No. 16-100799 is a firm offer, as defined by Section O.C.G.A. 11-2-205 of the Code of Georgia (Georgia Laws 1962 pages 156-178), by signatory. This offer shall remain open for acceptance for a period of ninety (90) calendar days from the date of the opening of the bids, as set out in the invitation for bids. The terms, conditions, and other limitations of the invitation for bid are accepted.

## PRICE SCHEDULE

Line Items	Description	Quantity	Unit	Unit Cost	Price
<b>1a</b>	Tear off and dispose of the existing shingles and felt underlayment to expose plywood sheathing				
<b>b</b>	Secure self-adhered bituminous underlayment in a picture framed application at all eave, ridge, valley and penetration flashing locations				
<b>c</b>	Furnish and install 30# asphalt saturated felt underlayment to completely cover exposed plywood roof sheathing				
<b>d</b>	Install 30 year architectural shingles and new flashings in accordance with manufacturer's recommended specifications				
<b>e</b>	Install new drip edge at eave and rake locations				
<b>f</b>	Remove (11) existing roof ventilation devices, install ridge vent				
<b>g</b>	Replace gutters and downspouts with 6 inch 24 gauge Kynar coated steel box gutter and downspouts				
<b>h</b>	Provide 30 year limited manufacturer's material warranty				
<b>i</b>	Permit(s)				
<b>Items (a thru i)</b>		<b>1</b>	<b>LS</b>	<b>\$</b>	<b>\$</b>
<b>Contingent Items</b>					
<b>2</b>	Decking material	<b>100</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>3</b>	Repair or replace damaged / deteriorated wood at fascia locatio	<b>100</b>	<b>LF</b>	<b>\$</b>	<b>\$</b>
<b>Total Bid Price</b>					<b>\$</b>
<b>Write total bid price in words</b>					

State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for Roof Replacement of Fire Station No. 2. Total should be in accordance with milestone and deliverables.

\$ \_\_\_\_\_  
 (State the amount in writing on this line.)

MINIMUM SPECIFICATIONS

Furnish labor, materials, equipment and supervision necessary to complete the following work within fourteen (14) calendar days of the Notice to Proceed (NTP).

- a. Tear off and dispose of the existing shingles and felt underlayment to expose plywood sheathing (to include replacement of 100sf of decking material – add this as a contingent line item).
- b. Secure self-adhered bituminous underlayment in a picture framed application at all eave, ridge, valley and penetration flashing locations.
- c. Furnish and install 30# asphalt saturated felt underlayment to completely cover exposed plywood roof sheathing.
- d. Install 30 year architectural shingles and new flashings in accordance with manufacturer's recommended specifications.
- e. Install new drip edge at eave and rake locations.
- f. Remove (11) existing roof ventilation devices, install ridge vent.
- g. Repair or replace damaged / deteriorated wood at fascia locations (include up to 100ft in quote - add this as a contingent line item).
- h. Replace gutters and downspouts with 6 inch 24 gauge Kynar coated steel box gutter and downspouts.
- i. Provide 30 year limited manufacturer's material warranty.
- j. Permit(s)

This is a lump sum project, with the exception of two line items, and the bidders' price shall be **all inclusive** of labor, materials, equipment and project management to complete the requirements of this solicitation. Items (a – i) shall be included in the bidder's lump sum price. It shall be the bidder's responsibility to include any additional item(s) that maybe needed to complete the work and pass the regulatory agency final inspection requirements.

End of Minimum Specifications.

GENERAL TERMS AND CONDITIONS

I. Bidder must check and initial applicable blank below:

Bidder affirms that specifications are exactly met:

Yes \_\_\_\_\_ No \_\_\_\_\_

II. ANY DEVIATION FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY BIDDER.

Bidder will explain exact particulars where bid does not meet exactly the specification if “No” is checked above.

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III. AWARDS: The contract if awarded will be awarded to the lowest, responsive and responsible bidder whose bid will be most advantageous to the County, price and other factors considered. The County reserves the right to make one award, multiple awards, or no award, reject or accept any or all bids and waive informalities, minor irregularities and technicalities in bids received, whichever is deemed to be in the best interest of the County. The County may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations.

IV. DELIVERY: Delivery is required within fourteen (14) calendar day(s) after receipt of order. However, an alternate delivery time may be considered provided it is so stated. Do not use-words such as: "Immediate," "As soon as Possible," etc.; state the exact earliest date or the minimum number of calendar days required after receipt of order. (If calendar days are used then Saturday, Sunday and holidays are included).

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(Bidder state number of calendar days for delivery)

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.

V. TERMINATION OF CONTRACT: The County may unilaterally terminate this contract, in whole or in part, for the County’s convenience, lack of funding or failure to fulfill the contractual obligations in any respect.

VI. COUNTY REQUIREMENTS: 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 awarded bidder is obligated to deliver all articles and services that may be ordered during the contract term.

VII. DELIVERIES BEYOND THE CONTRACTUAL PERIOD: In accordance with the Scope of Contract clause, 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 request transmitted (or received, if forwarded by other means than through the mail) to the awarded bidder 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.

VIII. 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

\_\_\_\_\_.

IX. WARRANTY AND/OR GUARANTY: 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.**

\_\_\_\_\_.

\_\_\_\_\_.

X. 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.

XI. 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.

XII. BRAND NAME OR TRADE NAME/MARK INSTRUCTIONS: If items in this Invitation to Bid have been identified, described, or referenced in the Invitation to Bid by a "brand name" or Trade Name/Trade Mark description, such identification is intended to be descriptive, but not restrictive, and is to indicate quality and characteristics of products that may be offered. Unless the bidder clearly indicates in his bid that he is offering a product of another name or manufacturer, his bid shall be considered as offering the item exactly as referenced in the Invitation to Bid.

(a). If the bidder proposes to furnish another product, the Brand/Trade name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation to Bid, or such product shall be otherwise clearly

identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the Department of Purchasing and Contracting. The decision of the County is to be final. **CAUTION TO BIDDERS:** The Department of Purchasing and Contracting is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to the Department of Purchasing and Contracting. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cut-sheets, illustrations, drawings, or other information) necessary for the Department of Purchasing and Contracting to: (i) determine whether the product offered meets the minimum requirements of the Invitation to Bid and (ii) establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

(b). If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation to Bid, he shall (i) include in his bid a clear description of such proposed modifications and (ii) clearly mark any descriptive material to show the proposed modifications. Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation to Bid will not be considered.

XIII. **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.

XIV. **ESCALATION CLAUSE:** During the life of the contract, the awarded bidder shall furnish price lists to the County for his/her increases and those of his/her supplier (e.g. factory) increases, as and if prices are changed. Furnish also a list of his/her supplier's (e.g. factory) prices that had been in effect during bidder's earlier prices; so that the County can see the difference. 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) are to be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030.

XV. **PRICE REDUCTIONS:** If at any time after the date of the bid or offer, the bidder 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. For purpose of this provision, a "general price reduction" shall mean any reduction in the price of an article or service offered:

(1) To bidder's customers.

(2) In the bidder'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.

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 provision. The bidder shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to the "Price Reductions" article of the contract provisions.

XVI. **OPTION TO AUDIT:** The awarded bidder will be required to maintain complete records during the life of the contract and for a period of one (1) year after completion of the contract. Such records are to be made available to the County if officially requested and audited by a designated County auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

XVII. TORT IMMUNITY: No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

XVIII. 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 to Bid to be public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- *et seq.*, without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

XIX. HOLD HARMLESS AGREEMENT:

A. ENTER BIDDER'S FULL LEGAL FIRM NAME ON THE FIVE BLANK LINES BELOW:

\_\_\_\_\_ shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY.

\_\_\_\_\_ shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death), to persons or property caused by or sustained in connection with the performance of this CONTRACT; and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of \_\_\_\_\_, or any subcontractor or anyone directly or indirectly employed by or under the supervision of any of them.

\_\_\_\_\_ expressly agrees to defend against any claims of actions filed against the COUNTY where such claims or actions involves, in whole or in part, the subject of indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

\_\_\_\_\_ shall furnish the following insurance requirements along with contract documents sent to the COUNTY for execution. If bidder is awarded a contract based upon this Invitation to Bid, the following two paragraphs shall apply.

B. INSURANCE REQUIREMENTS (TO BE FURNISHED BY AWARDED BIDDER ONLY):

See page 25.

C. Awarded bidder shall mail insurance documents referenced in "INSURANCE REQUIREMENTS" paragraph to:

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



XX. PAYMENT: Invoice charges, if any, are to be accumulated and paid a minimum of once each month. Invoices are to be signed by the bidder or authorized delegate, and must contain the authorizing DeKalb County Purchase Order Number to be processed for payment. Purchase Order Number must also be on the Delivery Ticket.

Invoice must be mailed or sent to:

(1) DeKalb County Fire Rescue  
Accounting Services Division  
1950 West Exchange Place  
Tucker, GA 30084

(2) with a copy mailed to the  
Accounts Payable Division  
1300 Commerce Drive  
3<sup>rd</sup> Floor  
Decatur, GA 30030

and

(3) Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalblsbe.info](http://www.dekalblsbe.info). Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at [www.dekalblsbe.info](http://www.dekalblsbe.info).

NOTE: In the event of a change in name and/or address by bidder's company, (whether due to relocation, sale to another company or other causes), payment cannot be made under this contract until DeKalb County is properly notified in writing of such change; with notification sent (1) to the Finance Department Accounting Services Division, (2) to the Department of Purchasing & Contracting and (3) to the using Department Director, so that necessary changes can be made to compute records for future mailings.

The payment terms adopted by DeKalb County are Net 30 unless otherwise established by law or by contract. **Bidders may obtain more favorable payment terms by offering time payment discounts when they submit their sealed bids. Bidder states payment terms, including time payment discount(s):**

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XXI. BUSINESS LICENSE: Bidders shall submit a copy of their valid company business license prior to contract award. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the State of Georgia and a copy of their valid business license issued by their home jurisdiction. If Bidder holds a professional certification which is licensed by the State of Georgia, then Bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Bidder for the duration of the contract.

XXII. "FIRST SOURCE" JOBS ORDINANCE: The DeKalb County First Source Ordinance requires contractors or entities employing 15 or more employees 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,

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construction, 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 \$50,000.00 or more in County expenditures or committed expenditures to make a good faith effort to hire DeKalb County residents for at least 50% of entry level jobs using the First Source Registry. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404-687-3400.

- XXIII. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: 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.
- XXIV. ETHICS 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. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
- XXV. PREFERRED EMPLOYEES: Contractors, subcontractors, and independent contractors bidding on this contract will be **encouraged** by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners.
- XXVI. Bidder is cautioned to make his bid complete and to furnish all information and details required by these specifications. Failure to comply may result in the bid being non-responsive due to incompleteness.
- XXVII. This Invitation to Bid consists of 28 pages: **FAILURE TO RETURN ALL WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE.**

**REFERENCE AND RELEASE FORM**

List at least three (3) references for the prime bidder and each proposed subcontractor, (LSBE or non-LSBE), using a separate *Reference and Release Form* for each. (Please make copies as necessary and submit with the Bid Document Package.) Provide the information requested in the form below for the County’s contact person who will verify the prime bidder’s and all subcontractor’s experience and ability to perform the services listed in the solicitation.

Company Name	Contract Period (Including Completion Date)		
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			

Company Name	Contract Period (Including Completion Date)		
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			

Company Name	Contract Period (Including Completion Date)		
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			

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature)

Company Name \_\_\_\_\_  Bidder  Subcontractor Date \_\_\_\_\_  
 (Please check the appropriate box)

Please make copies as needed.

**PREFERRED EMPLOYEE TRACKING FORM**

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

**Do you anticipate hiring from the Workforce Development Preferred Employee Candidate Registry: Yes or No (Circle which applies)**

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring:

**CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:**

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions:<sup>1</sup>
  - 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 contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 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](http://www.open.georgia.gov) website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

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<sup>1</sup> O.C.G.A. § 13-10-91, as amended

**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 bidder submitting a bid, contractor, 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

\_\_\_\_\_  
Company Name & Address (do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**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 subcontractor, 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

\_\_\_\_\_  
Company Name & Address (\* do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LSBE INFORMATION  
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
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 establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected.



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. 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-DeKalb or MSA and list the level of participation by subcontractors designated as such on each solicitation.

**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: 16-100799

TITLE OF UNIT OF WORK – Roof Replacement of Fire Station No. 2

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
 LSBE-DeKalb     LSBE-MSA
  
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the 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-DeKalb or MSA joint venture firm.  
 \_\_\_\_\_  
 \_\_\_\_\_
  
4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon 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-MSA	
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-MSA	
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-MSA	
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-MSA	
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):

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

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**EXHIBIT A, CONT'D**

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 Contracting Department - LSBE Program, Felton Williams, Special Projects Manager at 404-371-6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department is available on our website at <http://www.dekalbcountyga.gov/>.

**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 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 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:** 16-100799

**Project Name:** Roof Replacement of Fire Station No. 2

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



## INSURANCE REQUIREMENTS

IMPORTANT NOTICE

IMPORTANT NOTICE

IMPORTANT — PLEASE READ CAREFULLY & FOLLOW INSTRUCTIONS LISTED HEREIN

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A. The Contractor shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee, attached hereto as Attachment H. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

(1) *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:

Employer's liability insurance by accident, each accident	\$1,000,000
Employer's liability insurance by disease, policy limit	\$1,000,000
Employer's liability insurance by disease, each employee	\$1,000,000

(2) *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage liability  
\$1,000,000 personal and advertising injury liability  
\$2,000,000 general aggregate  
\$2,000,000 products-completed operations aggregate  
\$ 100,000 damage to rented premises (each occurrence)  
\$ 5,000 medical expense (any one person)

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

\$5,000,000 per occurrence  
\$5,000,000 aggregate

(4) *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from

the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.

- (5) *Builder’s Risk Insurance Coverage (If Applicable)*. DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides “All-risk” form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

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

- B. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the County and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- C. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- D. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

- E. In addition to procuring and maintaining commercial general liability insurance, automobile liability and commercial umbrella insurance, for the Contract Term, Contractor shall continue to procure and maintain the products-completed operations liability insurance coverage and commercial umbrella insurance after the Work is substantially complete for the entire Contract Term or for the applicable five-year statutory limitation, whichever is greater. For such period of time, all terms and conditions of such coverage shall remain unchanged, including the limits specified herein and the requirement to provide the County with coverage as an additional insured.
- F. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.
- G. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage.
- H. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

### **VIII. CERTIFICATES OF INSURANCE**

- A. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- B. The Contractor agrees to name the County and its officers as additional insured on the commercial general liability insurance, using the ISO Additional Insured Endorsement forms CG20101001 (ongoing operations) and CG20371001 (products-completed operations) forms, or form(s) providing equivalent coverage.
- C. Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor.
- D. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- E. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in the Work.
- F. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

G. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

I. Copies of Required Insurance policies with Declarations Page(s) shall be attached hereto.