



**DeKalb County
Department of Purchasing and Contracting**

September 3, 2018

REQUEST FOR PROPOSALS (RFP) NO. 18-500498

FOR

RENOVATION OF THE STONE MOUNTAIN-SUE KELLOGG LIBRARY

Senior Procurement Agent: Randy Webb
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Mandatory DeKalb First LSBE Meeting: **September 5, 2018; September 12, 2018**
(Bidders must attend 1 meeting on either **4572 Memorial Drive, Decatur, Georgia 30032**
of the dates listed.) **Main Conference Room - A**
(Meetings are held at 10:00 a.m. and 2:00 p.m.)

Mandatory Pre-Proposal Conference and Site Visit: 952 Leon Street, Stone Mountain, GA 30083
10:00 A.M. ET, September 24, 2018
Deadline for Submission of Questions: 5:00 P.M. ET, September 27, 2018
Deadline for Receipt of Proposals: 3:00 P.M. ET, October 9, 2018

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP 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 RESPONDER.

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

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FOR

RENOVATION OF THE STONE MOUNTAIN-SUE KELLOGG LIBRARY

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in providing Design-Build solutions for public libraries to submit proposals for RFP No. 18-500498 for Renovation of the Stone Mountain-Sue Kellogg Library.

I. GENERAL

A. Summary

1. In July 2005, the DeKalb County Public Library (DCPL) Board of Trustees approved a 2006-2025 Library Facilities Plan that included continued operation of the Stone Mountain Branch. On November 8, 2005 DeKalb County voters approved a \$54,540,000 bond referendum that did not include funds to renovate the Stone Mountain Branch. A subsequent outlay of \$4,000,000 was approved by the Board of Commissioners in 2017 to make substantial building improvements to three library facilities in Commission District 4, with \$1,500,000 specifically allocated for the branch in Stone Mountain.

The proposed project intends to upgrade all functional systems i.e. roofing, mechanical, plumbing, electrical, fire protection, and resealing the building envelope. The existing 9,300-square foot building footprint located at 952 Leon Street in the City of Stone Mountain Historic Village will be maintained. Extensive interior improvements are planned to include technology and security upgrades, replacing all furniture and equipment, and substantial renovation of interior finishes including flooring and millwork.

This is projected as a full-service community library, providing services to all ages, including families, teens, and seniors. The objective of this solicitation is to obtain a fully functional, operational and easily maintainable facility that conforms to the

basic dimensions and configurations presented in the Building Program and related drawings. The Design-Build Contractor shall coordinate between all professional disciplines and construction trades to fulfill the requirements of this contract and to provide a complete, integrated, and functional design.

2. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder’s technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)	A
Bid Bond Form	B
Proposal Cover Sheet	C
Contractor Reference and Release Form	D
Subcontractor Reference and Release Form (make additional copies as needed)	E
LSBE Documents – Exhibits A and B	F
Responder Affidavit	G
First Source Jobs Ordinance Acknowledgement Form	H
Exceptions to the Standard County Contract, if any	

3. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed.

II. SCOPE OF WORK

This Scope of Work (SOW) describes the Renovation of the Stone Mountain-Sue Kellogg Library located at 952 Leon Street in the City of Stone Mountain, DeKalb County, Georgia. It is the intention of the Owner, DeKalb County Government, to contract a Design-Build Team (D-B Team) to execute the below-described scope of work, which aim is total renovation of all building systems, including comprehensive upgrade of interior finishes.

Design-Build is the project delivery method for this solicitation. The D-B Team will be contracted to supply preconstruction and construction services to complete the Project and place DCPL in occupancy of the complete premises in a “turnkey” fashion. The financing method for the Project is Lump Sum, including specific allowances for selected categories of work as indicated below in the Cost Proposal Form. The County is the sole authority for use and disbursement of all allowances.

The objective of this solicitation is to obtain a fully functional, operational and easily maintainable facility that conforms to the basic dimensions and configurations presented in the Building Program and related drawings. The Design-Build Contractor shall coordinate between all professional disciplines and construction trades to fulfill the requirements of this contract and to provide a complete, integrated, and functional design.

All project design-construction documents, services, and construction operations shall comply with this SOW including all related drawings, specifications, appendices and requirements. Design and technical criteria contained and cited in this SOW establish minimum standards for design and construction quality. The Contractor shall comply with all applicable design and construction criteria using industry standard best practices and materials. The materials selected shall be high quality, durable and easily maintained. Adjustments and enhancements to the SOW and architectural and engineering plans are permitted to accommodate actual design and construction conditions; however no deviations from the criteria shall be permitted without prior written approval from DeKalb County.

Owner Occupancy

DeKalb County Public Library (DCPL) intends to occupy the premises upon Substantial Completion of construction. DCPL will act as Agent for DeKalb County to coordinate project operations. The Design-Build Team selected by a competitive procurement process will collaborate with DCPL to approve a final renovation floor plan, final pricing, define a final scope of work, technical specifications for impacted systems, and a final project schedule.

The successful Bidder must submit a total not to exceed lump sum amount for work specified. All the Work and all deliverables shall be completed according to proposed project time schedules in a timely manner, within the total not to exceed amount as proposed and stated in the contract.

DIVISION 1 – GENERAL REQUIREMENTS

The design-construction program is composed of the following parts:

PART 1.0: WORK BY OWNER

1. Items noted NIC (Not in Contract) will be supplied and installed by DeKalb County before Substantial Completion. These items include, but may not be limited to, the following:
 - a. Furnishing as noted in the FFE Schedule
 - b. Small peripheral equipment required by DCPL for library operations
 - c. Abatement of asbestos and mold
 - d. Special Testing and Inspections if required
 - e. Wire management and cabling to connect library telecommunications equipment

PART 1.1: CONTRACTOR USE OF SITE AND PREMISES

1. Construction operations shall be limited to areas noted on the Existing Conditions Survey unless specifically noted and excepted by the Owner
2. Arrange use of site and premises to allow:
 - a. Work by Others
 - b. Work by DeKalb County
 - c. Work by the City of Stone Mountain

- d. Use of site and premises adjacent to the Construction Project Site
- e. Do not obstruct roadways, sidewalks, or other public rights-of-way without the required permit
- f. Prevent accidental disruption of utility services to other facilities in the nearby vicinity, including limiting unplanned disruption of utility services to the construction premises while in the possession of the D-B Team

PART 1.2: FACILITIES AND CONTROLS

- 1. Temporary Utilities
 - a. DCPL will provide temporary electrical power and metering during construction
 - b. DCPL will provide temporary water during construction
 - c. Temporary sanitation facilities will remain available in the current building during construction, unless otherwise interrupted by the Contractor for construction purposes, upon which temporary sanitation facilities becomes the Contractor's responsibility
 - d. Temporary Controls and Barriers, including enclosures and fencing are the responsibility of the Contractor. The Contractor shall provide barriers to prevent unauthorized access and entry inside the construction perimeter.
 - e. Security Requirements of the construction premises will be the responsibility of the Contractor
 - f. Waste Removal facilities and services are the responsibility of the Contractor
 - g. At the end of construction, any Owner facility or equipment used by the Contractor shall be returned to same or better condition as originally found
 - h. Project Identification Sign is the responsibility of the Contractor; printing and erecting a project sign upon final approval by the Owner.
 - i. Vehicular access and parking are available to the Contractor within the limits of space available and controlled by the Owner.

PART 1.3: ADMINISTRATIVE REQUIREMENTS

- 1. Preconstruction Meeting
 - a. The Contractor shall schedule a meeting with the Owner within ten days after execution of a contract with DeKalb County Government. This meeting requires attendance of the Architect, Contractor, Owner Agent, Owner Program Manager, and such other participants determined in advance by the Contractor and the Owner.
 - b. The Contractor is required to provide the Owner a list of primary members of its project team to include Consultants, Architect, Engineers, and major construction subcontractors.
 - c. Provide the Owner a Project Schedule to outline the sequence of project operations, including design milestones, permitting, and initial start to Substantial Completion of construction.

PART 1.4: DESIGN PROGRAM

The DeKalb County Public Library's Building Program, included in this package as Appendix 2 is to be used as the BASIS of DESIGN for the delivery of this project to DeKalb County. It is DCPL's expectation that minimum space allocations, building systems, furniture, and equipment requirements as expressed in the Building Program are to be reflected in the Final Construction Documents, including a furniture and equipment plan (FFE) for procurement by the Owner.

The Owner has developed a Proposed Renovations Floor Plan, attached to this document as Appendix 3, which constitutes the conceptual design scheme indicating spatial relationships and requirements for design and construction planning. Where estimated quantities of construction work and improvements are provided, these data are intended to convey design intent only and should not be relied upon as final, accurate, or authoritative.

Design services may be comprised of two sub-phases: Design Development, ("DD") and Construction Documents ("CD"). During the DD phase, alternative spatial solutions are to be defined and confirmed per the Building Program. DD phase design options shall be developed, priced, and presented to include site plans –only as applicable– and architectural plans showing all programmed spaces, elevations, and sections. Upon approval of DD drawings and schedules, the Contractor is to proceed with preparation of final CD drawings and schedules for approval by the Owner before proceeding to the permitting and construction phase.

Prepare for approval by DeKalb County, drawings and specifications setting forth in detail the requirements for the construction of the entire project per the detailed scope of work. Advise of any adjustment to previous statements of probable construction cost for the project caused by changes in scope, design requirements, or construction costs and furnish a revised statement of probable construction cost for the project based on the final drawings and specifications. Ensure that all design work meets the minimum standards set forth by the applicable building codes and laws, professional licensing organizations and all authorities having jurisdiction.

The successful Bidder is required to deliver a fully functional facility, including Certificate of Occupancy for DeKalb County acceptance and operation.

The following is a list of required design services for this contract:

- a. Conceptual space planning and programming
- b. Full service architecture and engineering for impacted systems
- c. Contract document preparation
- d. Contract administration
- e. Interior design, including finish selections
- f. Furniture, fixtures and equipment plans, specifications, cuts, listings by room and items (FFE Procurement NIC)
- g. Mechanical, electrical, and plumbing, and fire protection engineering design services

h. Interior and exterior signage

Progress reporting is required for the project and shall include, but is not limited to, critical path design schedule with defined milestones, meeting minutes with assigned action items, telephone log of significant calls, transmittal and submittal logs, job site inspection reports, field directives, and punch lists. Specific reporting requirements and reporting frequency shall be mutually agreed upon by the County and successful Bidder.

Sketches, presentation products, architectural and engineering construction drawings, and written product and performance specifications may be required in hard and electronic format, bound reports, and other similar work products. Specific requirements will be agreed upon by the County and the successful Bidder.

The project shall comply with all applicable codes, rules and regulations. It is the Bidder's responsibility to ensure compliance with the standards set forth by the applicable building codes and laws, professional licensing organizations, and authorities having jurisdiction. The Bidder shall identify in the technical proposal all the applicable codes, rules and regulations.

The selected Bidder shall be responsible for the accuracy and completeness of the Work and any error and/or omission made by the Bidder or Bidder's subcontractors in any phase of the work under this contract. The selected Bidder shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work.

The selected Bidder shall provide four (4) copies of the Record ("As Built") Drawings in both hard and soft copy (electronic format acceptable to County) at completion of the project.

There shall be a guarantee period of twelve (12) months after completion of the Library, during which the selected Bidder shall inspect the built improvements for evidence of faulty materials and/or workmanship. The seasonal equipment and materials shall be inspected by the selected Bidder in its appropriate season. The Library, in general, shall be inspected at or about the ninth month after completion and selected Bidder shall provide a written report detailing warranty work to be completed by Contractor.

PART 1.5: Construction (Build) Services

The selected Bidder is required to complete general administrative duties, including coordination with all sub-contractors, preparation of pay applications, meeting minutes, scheduling, record keeping, and file management. Monthly progress reports will be required and must be submitted to the assigned Program Manager.

The selected Bidder shall perform all Work necessary to construct the Project in accordance with the contract and to deliver the Project in the time frame, within the limits of the probable cost estimate, and in accordance with final design and construction requirements approved by the Owner. All components are to be operational and functionally and legally useable for the intended purpose by DeKalb County.

The selected Bidder shall provide and furnish all labor, supervisions, services, materials, supplies, equipment, fixtures, facilities, tools, transportations, storage, power, fuel, heat, light, cooling, other utilities and other resources required for the construction of the project.

The responsibility extends to the selected Bidder to procure all necessary building permits and other permits required by DeKalb County; to complete all design and construction services and deliver the final project to DeKalb County within the required one hundred eighty (180) days from date of the acknowledgement of receipt of the Notice to Proceed.

Part 1.6: Detailed Scope of Work

Prior to the preparation of the Design Development documents, the selected Bidder shall analyze all information provided by DeKalb County concerning the requirements of the project including, but not limited to, any design, construction, scheduling, budgetary or operation requirements, limitations, and objectives, as well as the design scope specifications.

For bidding purposes the following Appendices are provided as part of this solicitation to Bidders:

Appendix No.	TITLE
1	Sample County Contract for Construction
2	Building Program
3	Proposed Renovations Floor Plan
4	Existing Conditions Survey
5	Topographic Survey for 952 Leon Street
6	Architectural Drawings: Renovation & Addition to Sue Kellogg Library in Stone Mountain, GA (dated 05/27/1988)
7	Photographs of Existing Conditions

Detailed space requirements are provided in the previously referenced Building Program. Spatial relationships are conceptually exhibited in the Proposed Renovations Floor Plan. Exterior improvements are very limited, where land disturbance is not required. Structural systems are not slated for modification. Paved exterior surfaces i.e. parking areas, sidewalk, or brick or masonry facades are not impacted by the proposed renovations program. Renovation improvements are expected to impact room sizes, interior finishes, lighting, equipment schedules, acoustical and mechanical, electrical, plumbing and fire protection (MEP/FP), and energy efficiency requirements.

An exterior patio is slated for demolition – not to be replaced; some overgrown trees require pruning, others removal. Overgrown vegetation along the rear and street side of the building is to be uprooted. New landscaping is recommended. Some exterior painting is required, a new bike rack, and limited fencing and gates installed to restrict unauthorized access to the

rear of the building.

Provide full design, engineering, costing, permitting, and construction services as required based on the description of required improvements as expressed in the Building Program, design intent as indicated in the Proposed Floor Plan, and as described below in the narrated scope of work by Division.

Design and Renovation of the 9,300 gross square foot building to include:

- Lobby
- Checkout Area
- Information/Reference Area
- Quiet Study/Tutor Room
- Main Study/Collection Area
- Magazine Area
- Audiovisual Services Area
- Youth Services Area
- Meeting Room Area
- Staff Work Area
- Branch Manager's Office
- Staff Rest Area
- Storage and Supply Rooms
- Staff Restroom
- Family Restroom
- Men/Women Public Restrooms
- Janitor Closet
- Electric Room
- IT Room

Part 1.7: Selective Demolition

Interior Demolition

- Library operations will be discontinued during construction. All materials and equipment that DCPL intends to reuse will be moved and stored off site. Any and all remaining effects are to be disposed of by the Contractor. This includes all metal and steel shelving.
- All flooring materials, ceiling tile and grid, plumbing fixtures, casework, superfluous cabling and wiring, and light fixtures are to be demolished and disposed of off premise.
- Specialty equipment such as the fire panel, fire notification devices, mechanical/electrical equipment not slated for reuse shall also be removed.

- The actual extent of demolition should be determined by the Contractor in consultation with the Owner based on the Final Approved Floor Plan, except all restrooms in their present configuration will be demolished; the Staff Work Area will be reconfigured, and the existing checkout desk and storage room in the Youth Services Area demolished.

Exterior Demolition

- The sloped roofing materials, including damaged decking, will be removed and disposed of off premise. Damaged and deteriorated materials on the flat roof shall be removed and disposed of appropriately. It is the Contractor's responsibility to protect the interior space from water damage during roof work.
- The existing patio on the Mimosa Street elevation should be demolished and resulting debris disposed of appropriately.
- The existing mechanical screen at the rooftop should be carefully removed and disposed of.

Extensive removal of overgrown weeds, shrubs and some trees require removal/disposal.

PART 1.8: ALTERNATES

Where the alternates below are provided, it shall be incumbent upon the D-B Team to coordinate related work and modify surrounding work to integrate the Work of each alternate into the design and construction program if required by the Owner.

Alternates included in this Section are as follows:

Alternate 1 Replace existing rooftop mechanical equipment with new units to comply, at minimum, with current tonnage, capacity, performance, and operation.

Alternate 2 Install a split system air conditioning unit in the room ultimately identified to serve as the IT Room in the final approved floor plan.

Alternate 3 Replace the storefront door and windows at the current entrance to the Youth Services Area with a new storefront system consistent in design, manufacture, and finish as the units selected for installation at the main entrance.

Alternate 4 Replace the existing clerestory windows with new thermal, energy efficient, tinted units.

DIVISION 2 – SITE CONSTRUCTION

- Bicycle Rack
 - The existing unit is to be replaced with a basis of design unit manufactured by Derovations Corporation (Book 1 "READ" FT)

- Lawns and Grasses
 - Limited scope is required to include low-maintenance ground cover and shrubbery
- Trees, Plants and Groundcover
 - Under the direction of a certified arborist or landscape architect, advise the Owner on the appropriateness of removing crape myrtle trees from the Mimosa Street elevation of the site.
 - Under the direction of a certified arborist or landscape architect, advise the Owner on the appropriate means to prune tree limbs overhanging the flat roof of the building prior to commencing roofing repair work. It shall be incumbent upon the Contractor to ensure that any work involving tree pruning, removal, replacement is undertaken in accordance with local and county codes, including obtaining prior approvals of regulating authorities if required
 - Remove existing plant materials from the south elevation, (Mimosa Street) front, (Leon Street) and along the rear of the site. This work includes cutting back and uprooting overgrown vegetation overhanging the sloped roof, and the plant materials that are up against the building surfaces where this condition exists.
 - Recommend a planting program to stabilize areas where trees and plant materials are removed.

DIVISION 3 – CONCRETE

There is limited scope in this Division, save a new concrete sidewalk as required at the emergency exit door on the Mimosa Drive elevation at the location of the existing patio slated for demolition.

DIVISION 4 – MASONRY

Not Used, except to wash the existing brick surface to remove grime, and to tuckpoint in limited areas where new grouting may be needed.

DIVISION 5 – METALS

Repair and replacement of roof metal decking shall be determined by the D-B Team and specific quantities of work shall be recommended to the Owner before proceeding with work in this Division. There is no structural steel, metal fabrication, or ornamental metal anticipated as required to complete the renovations program.

Replacement metal flashing and trim of the roof shall be included.

DIVISION 6 – WOOD AND PLASTICS

- Rough Carpentry
 - As required and determined upon approval of a Final Floor Plan between the D-B Team and DCPL
 - Replacement roof decking, other roof related carpentry, and sheathing shall be quantified and specified for the sloped roof

- Wood blocking as may be required shall be included
- Backer board in the Communications Room shall be included
- Finish Carpentry
 - New flush doors shall be recommended by the D-B Team. Finish materials can be wood or plastic laminate
 - Painting and Finishing of carpentry items shall be included
- Custom Cabinets
 - Casework and millwork as indicated in the conceptual floor plan and as required in the Final Floor Plan shall be included
 - A new circulation desk is required
 - Countertops in all restrooms are required
 - New base and wall cabinets in the Staff Rest Area are required
 - Custom millwork is recommended for the computer signup function in the Public Area
- Countertops
 - Solid surface countertops are required in gang restrooms and strongly recommended throughout the building
 - ADA compliance shall be required

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

- Board and Batt Insulation
- Fiber Cement Siding
- Elastomeric Membrane Roofing
- Sheet Metal Flashing and Trim
- Roof Accessories
- Firestopping
- Joint Sealers

This Division of Work shall be required in scope, quantities, and specificity as determined in consultation between the D-B Team and DCPL. The existing flat roof has visible signs of deterioration and compromise. The extent of repair is not quantified in this document. Existing roofing membrane shall be removed in its entirety to expose the metal decking to determine the extent of repair required. New roofing membrane shall be installed.

TPO roofing membrane is recommended to be minimum 60 mil.

Where presently installed, fiber cement surfaces shall be cleaned and prepped appropriately, painted, and treated with an elastomeric coating.

Existing conduits along the building perimeter shall be inspected, repaired, or replaced to ensure appropriate drainage of roof drains and stormwater. The completed work shall account for water that now enters the building at the rear (northwest) corner of the site.

DIVISION 8 – DOORS AND WINDOWS

- Steel Doors and Frames
- Flush Wood Doors
- Overhead Coiling Grilles
- Metal Framed Storefronts
- Automatic Entrance Doors
- Aluminum Windows
- Door Hardware
- Glazing

Work in this Division shall include, but is not limited to, replacement of existing storefront entrance doors, with the exception of the storefront glass with decorative etching at the Youth Area. Replacement of the storefront at the Youth Services Area should be priced as an Alternate. This entrance, if recommended for inclusion in the construction scope, shall be determined in consultation with DCPL.

There are six (6) existing exterior windows for removal and replacement with aluminum windows with insulated glass.

Two new entrance storefront sliding door units shall be installed at the main entrance. An additional sliding door unit can be considered in place of the coiling grille, where recommended in the conceptual floor plan.

New steel door frames are to be included where new door opening are required. The existing steel entrance door to the staff work area is recommended to be retained. New door hardware shall be included throughout the renovation program unless otherwise excluded in consultation with DCPL.

The existing clerestory windows shall be cleaned and glazed, including a new sunscreen material or product. Replacement of the clerestory windows is requested to be priced as an Alternate.

DIVISION 9 – FINISHES

The conceptual floor plan includes estimated quantities for work in this Division. These quantities are estimates only. It is the Bidder’s responsibility to account for its own measurements and field verification of quantities and conditions for bidding.

All existing suspended ceiling will be replaced. All existing carpet shall be removed and replaced. This is also the case for existing tile flooring in restrooms and other areas of the interior. New carpet tiles, resilient flooring, walk off carpet, and specific finishes are provided for below in Basis of Design products for estimating.

ITEM	MANUFACTURER/MODEL	AREA/APPLICATION
Glass Fiber Reinforced Plastic Paneling (If Used)	Marlite FRP / p-145 Silver 48” x 96	Storage Rooms, Janitor Closet

Ceramic Tile	Concept Surfaces Van Gogh 18" x 36" Matte	Restroom Floors
Ceramic Tile	Concept Surfaces Van Gogh Platino 9" x 36"	Restroom Walls
Acoustical Ceiling Panels	USG Mars Clima Plus Shadowline/Tapered Edge 2" x 2" Reveal, .075 Thickness	Throughout Building
Resilient Flooring (VCT)	Azrock V-259 12" x 12"	Storage Rooms, IT Room
Tile Carpeting Walk Off Carpet	Miliken Carpet Style: Obex Width 1m x 1m 24 oz. Tufted Yarn	Entrance Vestibule
Carpet Tile	Miliken Carpet 25cm x 1m 20 Oz. Certified WearOn Nylon Type 6.6	Field Carpet
Paint (Interior)	Benjamin Moore Numbers 838, HC-8, 1540	Typical for surfaces where required

DIVISION 10 – SPECIALTIES

- Visual Display Boards
 - A display board shall be required in the Public Area, and the Staff Work Area. Specific dimensions and finishes to be recommended by DCPL. (Basis of Design: Manufacturer Claridge Connect – Concept, Description: LCS Porcelain Enamel Steel Markerboard, Color: White, Size: 4’h x 8’w Trim: Frame Satin Anodize Aluminum)
- Picture Hanging System
 - Walker Display Picture Hanging System is basis of design. Location and quantity of picture rail to be recommended by the D-B Team
- Plastic Toilet Compartments
 - To be included with special hanging method and hinge to block peeking into the stalls. Toilet partitions should be suspended from the ceiling, anchored to avoid lateral movement, and to resist movement caused by a person leaning against it.
- Wall and Corner Guards
 - To be quantified and specified
- Identification Devices
 - Interior and exterior signs are required to be included in the renovation plan
- Lockers
 - New lockers in the staff work area are required
- Fire Extinguishers, Cabinets, and Accessories
 - Included
- Aluminum Canopy

- Not Used
- Toilet, Bath, and Laundry Accessories
 - Not Used

DIVISION 11 – SPECIALTIES

- Projection Screen
 - A new projection screen is required in the Meeting Room. The preferred unit is one that is retractable above the ceiling grid. This item is included in the A/V Allowance.
- Residential Equipment and Appliances
 - A new refrigerator is required in the Staff Work Area
 - One new microwave oven is required in the Staff Work Area

DIVISION 12 – FURNISHINGS

- Walk Off Carpet
 - Included (Basis of Design material is provided)
- Window Treatment
 - Included in areas where specified in the Conceptual Floor Plan

DIVISION 13 – SPECIAL CONSTRUCTION

- Fire Alarm System
 - The building is non-sprinklered. A new code compliant, communicating fire alarm panel and devices shall be recommended and installed.

DIVISION 14 – CONVEYING EQUIPMENT

Not Used

DIVISION 15 – MECHANICAL

The proposed scope of work assumes that the existing roof top mechanical units can be retained and retrofitted. This equipment should be evaluated by the A&E Consultants for a recommendation to the Owner as to the feasibility of retrofit versus replacement. Replacing these units with new equipment should be priced as a Bid Alternate.

Existing equipment, including devices, for the Building Automation System shall be recovered by a contractor engaged by DCPL and reinstalled. The remaining scope of work in this Division shall be the responsibility of the D-B Team to determine. The existing duct banks are not recommended for replacement; however, this shall not be taken to imply that the Owner has reached any final determination about the condition of existing ductwork. New ducts are to be installed in areas where new rooms are framed such as the gang restrooms, the family restroom, Staff Work Area, and reconfiguration of other areas of the interior space.

A split system for the IT Room should be priced as a Bid Alternate.

New plumbing is required to serve the new restrooms, roof drains, and the new staff kitchen. New in-wall outdoor water spigots are required at each elevation of the building.

The soil line and domestic water supply lines in the two kid restrooms slated for demolition are assumed appropriate to be demolished in place. It shall be the responsibility of the D-B Team to make a final determination about code requirements for this item.

DIVISION 16 – ELECTRICAL

All existing wiring shall be removed and replaced with new wiring, devices, panels, raceways, conductors, etc. as required to meet applicable codes, and the Owner's Building Program. Low voltage cabling for Library Equipment shall be undertaken by a contractor selected by DCPL. Any junction boxes as may be required for this work shall be installed by the D-B Team.

CCTV equipment and devices shall be required and specified by the D-B Team in consultation with DCPL. An allowance for CCTV improvements is included in the construction estimate.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 18-500498 for Renovation of the Stone Mountain-Sue Kellogg Library" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL

OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 18-500498 for Renovation of the Stone Mountain-Sue Kellogg Library" on the outside of each envelope or box.
2. Responder shall complete Attachment C, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. Technical Approach:
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
 - b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project; and
 - c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
4. Project Management:
 - a. Describe how the project will be organized and managed;
 - b. Describe progress reporting procedures for the project;
 - c. Include the anticipated use of subcontractors or vendors; and
 - d. Describe the resources necessary to accomplish the purpose of the project.
5. Personnel:
 - a. Identify the individuals who will be part of the project team;
 - b. Include any outside personnel, such as subcontractors; and
 - c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
6. Organizational Qualifications:
 - a. Describe Responder's experience, capabilities and other qualifications for this project;
 - b. How many years has Responder operated under current company name?
 - c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
 - d. Contractor's License: A copy of the Contractor's valid State of Georgia License. The contractor must be licensed in the state of project location and have been incorporated in the business in that state for a minimum of five (5) years.
7. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the Scope of Work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).
8. References:
 - a. Responder shall provide three (3) references for projects similar in size and scope to

the project specified herein using the *Contractor Reference and Release Form* attached hereto as Attachment D.

- b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment E, Subcontractor Reference and Release Form. Make additional copies as needed.
9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

C. DeKalb First Ordinance

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at fbwilliams@dekalbcountyga.gov or (404) 371-6312.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Appendix 1, *Sample County Contract for Construction*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Proposed Technical Approach to the Project (40 Points)
- B. Qualifications (20 Points)
- C. References (15 Points)
- D. Cost (10 Points)
- E. LSBE (10 Points)
- F. Financial Responsibility (5 Points)
- G. Interviews (10 Points) - bonus

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Appendix 1), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and eight (8) compact discs with each disc containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs), and eight (8) hard copies with each being an identical copy of the Technical Proposal; and one (1) original Cost Proposal (see Section IV.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on October 9, 2018.

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 18-500498 for Renovation of the Stone Mountain-Sue Kellogg Library" on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder 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 response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders 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. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Mandatory Pre-Proposal Conference and Site Visit

A mandatory pre-proposal conference and site visit will be held at 10:00 AM EST on the 24th day of September, 2018 at the Stone Mountain-Sue Kellogg Library, 952 Leon Street, Stone Mountain, GA 30083. Interested responders are **required** to attend and participate in the mandatory pre-proposal conference and site visit. For information regarding the mandatory pre-proposal conference and site visit, please contact Randy Webb at 404-371-2019 or rwebb@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the mandatory pre-proposal conference and site visit; however, oral answers are not authoritative. Questions must be submitted to Randy Webb, via email to rwebb@dekalbcountyga.gov, no later than 5:00 PM EST on September 27, 2018. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Randy Webb at 404-371-2019 or send an email to rwebb@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

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

K. Business License

Responder shall submit a copy of its current, valid business license with its proposal upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license upon award. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction upon award. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license upon award. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

L. 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.

M. Right to Audit

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

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

N. Cooperative Procurement

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

Randy Webb
Senior Procurement Agent
Department of Purchasing and Contracting

VII. LIST OF ATTACHMENTS

Attachment A: Cost Proposal Form
Attachment B: Bid Bond Form
Attachment C: Proposal Cover Sheet
Attachment D: Contractor Reference and Release Form
Attachment E: Subcontractor Reference and Release Form
Attachment F: LSBE Opportunity Tracking Form
Attachment G: Responder Affidavit
Attachment H: First Source Jobs Ordinance Acknowledgement

ATTACHMENT A

COST PROPOSAL FORM

(consisting of 3 pages)

RFP NO. 18-500498 FOR RENOVATION OF THE STONE MOUNTAIN-SUE KELLOGG LIBRARY

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 18-500498 for Renovation of the Stone Mountain-Sue Kellogg Library" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

ATTACHMENT A (Continued)

COST PROPOSAL FORM

Responder: State all costs (direct and indirect), administrative costs, and all things necessary for RFP No. 18-500498 for Renovation of the Stone Mountain-Sue Kellogg Library. Make additional copies and renumber Line Items as needed. A work allowance/contingency for an amount not to exceed 5% of the Lump Sum Total (excluding add alternates) would be used to address unforeseen circumstances. Work allowance/contingency shall be used at the discretion of Owner and is the property of the Owner.

LINE ITEM NO.	DIVISION OF WORK	COST PER ENTIRE DIVISION OF WORK
1.	DIVISION 1 – ARCHITECTURE AND ENGINEERING FEES	
2.	DIVISION 1 – GENERAL REQUIREMENTS	
3.	DIVISION 1 – ASBESTOS ABATEMENT ALLOWANCE (NIC)	\$25,000.00
4.	DIVISION 2 – SITE CONSTRUCTION	
5.	DIVISION 3 – CONCRETE	
6.	DIVISION 4 – MASONRY	
7.	DIVISION 5 – METALS	
8.	DIVISION 6 – WOOD AND PLASTICS	
9.	DIVISION 7 – THERMAL AND MOISTURE PROTECTION	
10.	DIVISION 8 – DOORS AND WINDOWS	
11.	DIVISION 9 – FINISHES	
12.	DIVISION 10 – SPECIALTIES	
13.	DIVISION 11 – EQUIPMENT	
14.	DIVISION 12 – FURNISHINGS	
15.	DIVISION 13 – SPECIAL CONSTRUCTION	
16.	DIVISION 14 – CONVEYING EQUIPMENT	NOT USED
17.	DIVISION 15 – MECHANICAL	
18.	DIVISION 16 – ELECTRICAL	
19.	DIVISION 16 – A/V ALLOWANCE	\$12,500.00
20.	DIVISION 16 – CCTV ALLOWANCE	\$25,000.00

21.	FFE ALLOWANCE (NIC)	\$350,000.00
Lump Sum Total (excluding add alternates)		

(State the Lump Sum Total –excluding add alternates– in writing on this line.)

Add Alternates:		
22.	Add Alternate 1 – Replace existing rooftop mechanical units with new equipment	
23.	Add Alternate 2 – Install a split system air conditioning unit in the new IT Room	
24.	Add Alternate 3 – Replace the storefront entrance at the Youth Services Area with a new storefront similar to the new units installed at the main entrance	
25.	Add Alternate 4 – Remove and replace existing clerestory windows with new units with insulated, tinted glass	
Lump Sum Total (including add alternates)		

(State the Lump Sum Total –including add alternates– in writing on this line.)

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

If this Proposal shall be accepted by DeKalb County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Proposers within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned abandoned the Contract and thereupon this Proposal shall be null and void, and the sum stipulated in the attached Bid Bond (or an official bank check) shall be forfeited to the County as liquidated damages.

ATTACHMENT B
BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(hereinafter called the Principal) and _____
_____ (hereinafter

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

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Proposal for RFP No. 18-500498, Renovation of the Stone Mountain-Sue Kellogg Library.

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

NOW, THEREFORE, the conditions of this obligation are such that if the Proposal be accepted within one hundred twenty (120) of the Proposal opening, the Principal shall execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond equals to 100% of the Contract Price and Payment Bond equals to 100% of the Contract Price, payable to DeKalb County, Georgia, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and

remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

PRINCIPAL

By: _____(SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____(SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

ATTACHMENT C
PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 18-500498 for Renovation of the Stone Mountain-Sue Kellogg Library described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on October 9, 2018 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section IV.B.</p> <p>CAUTION: 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.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT D

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 of service 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			

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			

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			

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT E

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 of service 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			

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			

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			

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT F

**DEKALB FIRST 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 DeKalb First Local Small Business Enterprise Ordinance.

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and

documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit 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 percentage 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. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit 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. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

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

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

EXHIBIT A

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

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

PRIME
BIDDER/PROPOSER _____

SOLICITATION NUMBER: **18-500498**

TITLE OF UNIT OF WORK: **Renovation of the Stone Mountain-Sue Kellogg Library**

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

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

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

Percentage of work to be performed	
------------------------------------	--

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

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

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

Please attach additional pages, if necessary.

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.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

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

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting 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 - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

EXHIBIT A, CONT'D

**DEKALB FIRST 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 Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

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)

RFP Number: 18-500498 _____

Project Name: Renovation of the Stone Mountain-Sue Kellogg Library _____

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

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

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [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 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].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an ***Employment Roster*** and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

WorkSource DeKalb 774 Jordan Lane, Building #4, Decatur, GA 30033 (404) 687-3400 www.worksourcedekalb.org
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

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

DATE: _____ **FEDERAL TAX ID:** _____

COMPANY NAME: _____ **WEBSITE:** _____

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE: _____ **CONTACT FAX:** _____

CONTACT E-MAIL ADDRESS:

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

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

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

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

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM **TEMP** **TEMP-TO-PERM** **SEASONAL**

PUBLIC TRANSPORTATION ACCESSIBILITY **YES** **NO**

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

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

Please return form to: Business Solutions Unit (First Source)
774 Jordan Lane Bldg. #4
Decatur, Ga. 30033
Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 4

EMPLOYMENT ROSTER
DeKalb County

Contract Number: _____

Project Name: _____

Contractor: _____

Date: _____

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

APPENDIX 1

SAMPLE COUNTY CONTRACT FOR CONSTRUCTION

STATE OF GEORGIA

COUNTY OF DEKALB

THIS CONTRACT, made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between, **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “County”) and _____, a _____ organized pursuant to the laws of the State of _____ (hereinafter called the “Contractor”).

I. SCOPE OF WORK

A. The term “Work” means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the County with the facilities, improvements, features, and functions in strict conformity with the General Requirements attached hereto as Attachment A, and as described in the Specifications and the Drawings included in the Bid Document Package. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.

(1) The Work relates to the following Project:

(2) Work not included in this Contract (*if applicable*):

B. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.

II. TIME, TERM AND LIQUIDATED DAMAGES

A. **Contract Time.** The Contractor shall commence the Work under this Contract within ten (10) days from the date on the Notice to Proceed. Contractor shall fully complete the Work within _____ calendar days from and including the date on the Notice to Proceed. If the Change Order only seeks to extend the Contract Time, it may be approved and

executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

- B. **Contract Term.** As required by O.C.G.A §36-60-13, this Contract shall commence immediately upon the execution date. This Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

OR

- B. **Contract Term.** *(May be used for public works construction contracts for waste-water treatment, storm-water, water or sewer system or any combination of such systems)* As allowed by O.C.G.A. §36-60-15.1, this Contract shall commence immediately upon the execution date. This Contract shall terminate without further obligation on the part of the County, with no further renewals, on _____, 20____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

- C. **Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay liquidated damages of nine hundred twelve dollars (\$912.00) for fire watch services for each day that Substantial Completion of the Work is delayed past the Contract Time. The Contractor agrees that the foregoing rate is a reasonable pre-estimate of the probable damages that the County will suffer if Substantial Completion is delayed, and said daily rate is intended to compensate the County for its damages and is not intended to penalize the Contractor for its delay. The County may deduct such liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not deducted from any unpaid amounts due the Contractor are payable to the County at the County's demand, together with interest from the date of the demand at a rate equal to seven percent (7%) per annum.

III. PAYMENT

- A. **Contract Price.** As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the

terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

B. Retainage and Partial Payments. Partial payments to the Contractor shall be made monthly, based on the value of Work completed as determined by the County, plus the value of materials and equipment suitably stored, insured and protected at the construction site. The Contractor shall submit a payment request for Work completed during the preceding calendar month to _____ for review and approval on or before last day of each month. If approved by the Project Manager or Designated Representative, the approved amount, less retainage, shall be paid to the Contractor thirty (30) days after the date the approved payment request is received by the County Finance Department. If a payment request is not approved by the County, then no payment shall be made to the Contractor until after the Project Manager or Designated Representative approves the payment request. The amount of retainage shall be as follows:

- (1) Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
- (2) When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the County, and there are no outstanding claims by the Contractor, Subcontractors, lower tier subcontractors, as that term is defined by state law, or Suppliers, the withholding of retainage shall be discontinued.
- (3) If after discontinuing retainage, the County determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the County determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment of retainage within thirty (30) days. If minor items

remain incomplete at that time, an amount equal to two hundred percent (200%) of the value of each item, as determined by the County, shall be withheld until such items are completed.

- (4) The Contractor shall within ten days from the Contractor's receipt of each payment from the County pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County. The Subcontractor shall, within ten days from the Subcontractor's receipt of payment, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
- (5) Contractor and County agree to abide by all applicable provisions of Georgia state law concerning retainage, including but not limited to O.C.G.A. § 13-10-80 and 13-10-81. If the terms of this contract concerning retainage conflict with state law, state law governs.
- (6) *For contracts relating to the installation, extension, improvement, maintenance or repair of any water or sewer facility add the following provision:* As required by O.C.G.A. § 13-10-81, Retainage shall be invested by the County at the current market rate and any interest earned on the retained amount shall be paid to the Contractor when the Project has been completed within the time limits specified and for the price specified in this Contract or in change orders approved in accordance with the terms of this Contract, upon the County's receipt of certification by the engineer in charge of the Project in the manner and form required by O.C.G.A. §13-10-81.

C. **Payment Requests and Invoices.** Payment Requests and invoice(s) must be submitted as follows:

- (1) Original(s) must be submitted to:

Insert User Department Address here.
- (2) Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info.

D. **Title.** All equipment, materials, and Work covered by partial payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and Work upon which payments have been made, or the restoration of any damaged Work.

E. **Final Payment.** Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final cleanup and restoration. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. All claims by the Contractor for breach of contract, violation of state or federal law, or compensation and extensions of time shall be submitted in writing to the Chief Executive Officer within sixty (60) days after completion and acceptance of the Work as herein provided, or all such claims shall be forever barred.

IV. NOTICE

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 County's Chief Executive Officer and the Executive Assistant 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 County's Executive Assistant 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 Executive Officer
The Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

and

Executive Assistant
The Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting
The Maloof Center
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: _____

If to the Contractor:

With a copy to: *(Insert Contractor name and address)*

V. FEDERAL WORK AUTHORIZATION

- A. 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.
- B. Contractor certifies that it 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.
- C. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B.
- D. 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. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C.
- E. 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. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

VI. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as Attachment E. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor warrants that it has all requisite power and authority to enter into and perform its obligations under this Contract, and that the execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract

(i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

VII. PERFORMANCE AND PAYMENT BONDS AND INSURANCE REQUIREMENTS

- A. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract performance bond, attached hereto as Attachment F and a payment bond, attached hereto as Attachment G, each in the amount of \$ _____, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the County as part of this Contract.
- B. It is further agreed between the parties hereto that if at any time after the execution of this Contract and the surety bonds, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within five (5) days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.
- C. Upon award, the Contractor shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee, 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

- D. 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.
- E. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. 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, 2nd Floor
Decatur, Georgia 30030

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

IX. ATTACHMENTS

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

Attachment A, General Requirements, GR-1 through GR-46.

Attachment B, Contractor’s Affidavit.

Attachment C, Subcontractor’s Affidavit(s).

Attachment D, Sub-subcontractor’s Affidavit(s).

Attachment E, Certificate of Corporate Authority or Joint Venture Certificates

Attachment F, Performance Bond and Accompanying Power of Attorney

Attachment G, Payment Bond and Accompanying Power of Attorney

Attachment H, Copies of Required Insurance policies with Declarations Page(s)

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

IX. FUNDING CLAUSE *(If Applicable)*

The Contractor has been informed and understands that funding for this Contract is provided under the _____ Act and expressly agrees that performance of the Contract, in whole or in part, is contingent upon and subject to the availability of such funding under the _____ Act to DeKalb County, Georgia.

X. FEDERAL AND/OR STATE FUNDING/LAW
(If Applicable)

Insert any requirements pertaining to Federal and/or State funding requirements or other legal requirements.

[SIGNATURES APPEAR ON NEXT PAGE]

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

NAME OF CONTRACTOR

DEKALB COUNTY, GEORGIA

By: _____
Signature (SEAL)

_____ **by Dir.**(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

DeKalb County Department
Director

County Attorney Signature

County Attorney Name
(Typed or Printed)

ATTACHMENT A

GENERAL REQUIREMENTS

Please note that the Design-Build contracting method has been chosen by the County for RFP 18-500498. The General Requirements in this section shall apply upon the Owner’s approval of a final floor plan and specifications for building systems including mechanical, electrical, plumbing, roofing, architecture, and such other accessory improvements as applicable.

INDEX TO GENERAL REQUIREMENTS

<u>Section</u>	<u>Title</u>
GR-1	Definitions of Terms
GR-2	Prior Use by County.....
GR-3	Contractor’s Obligations.....
GR-4	Authority of the County
GR-5	Changes in the Work and Change Orders.....
GR-6	Time for Completion.....
GR-7	Schedules, Reports, and Records
GR-8	County’s Right to Suspend or Terminate Work
GR-9	Final Inspection
GR-10	Warranties, Guarantees and Correction of Work.....
GR-11	Contractor’s Personnel and Independent Contractor Status
GR-12	Subcontracting
GR-13	Assignments.....
GR-14	Indemnification and Hold Harmless
GR-15	Royalties and Patents
GR-16	Laws and Regulations
GR-17	Permits and Inspection Fees.....
GR-18	Land and Rights-of-Way.....
GR-19	Protection of Work, Property, and Persons.....
GR-20	Prohibited Interests
GR-21	First Source Jobs Ordinance
GR-22	Foreign Corporations
GR-23	Specification and Drawings
GR-24	Contractor’s Submittals
GR-25	As-Built Drawings
GR-26	Examination of Work by Contractor.....
GR-27	Inspection and Testing of Materials.....
GR-28	Inspection of Work
GR-29	Requests for Substitutions.....
GR-30	Rejections of Work and Materials
GR-31	Materials, Services, and Facilities
GR-32	Utilities During Construction.....

GR-33	Temporary Heat and Air Conditioning
GR-34	Maintenance Manual.....
GR-35	Weather Conditions
GR-36	Lines, Grades, and Measurements
GR-37	Cleaning Up
GR-38	Barricades
GR-39	No Third-Party Beneficiary.....
GR-40	Severability
GR-41	Interpretation.....
GR-42	Prior Contracts; Conflict in Documents.....
GR-43	Entire Agreement.....
GR-44	Counterparts.....
GR-45	Venue
GR-46	Right to Audit.....

GR-1. DEFINITIONS OF TERMS

The section captions contained in this Contract are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Contract as a whole, inclusive of the Attachments, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires. The following terms shall have the meanings indicated:

“Addendum” or “Addenda” shall mean written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Work, or the Invitation to Bid by additions, deletions, clarifications, or corrections.

“Bid” shall mean the offer of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

“Bid Document Package” shall consist of documents entitled as follows: Acknowledgement of Contractor, Advertisement for Bids, Instructions to Bidders, Addenda, Business License, Utility Systems Contractor’s License, Utility Manager’s Certificate, Utility Foreman’s Certificate, General Contractor’s License, Bidder’s Lump Sum Cost, Bidder’s Unit Price, First Source Jobs Ordinance Information with Exhibits, LSBE Program Information Sheet with LSBE Exhibits, Certificate of Corporate Bidder, Certificate of Authority/Joint Venture, Bidder’s Affidavit of Compliance with O.C.G.A.13-10-91, Reference and Release Form, Subcontractor Tracking Form, Bid Bond and Power of Attorney, Public Works Construction Affidavit and Oath of Successful Bidder, Technical Specifications, and Drawings.

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

“Bonds” shall mean bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract.

“Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, if applicable, and an adjustment in the Contract Price, Contract Time or Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract.

“Contract” or “Agreement” shall consist of the written Contract executed by the parties, all attachments to the Contract, Change Orders, Field Orders, and the Bid Document Package. The intent of these documents is for the Contractor to furnish all materials, appliances, tools, labor and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore.

“Contract Price” shall mean the total monies payable to the Contractor under the terms and conditions of the Contract.

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

“Contract Term” shall mean the length of time the Contract shall remain in effect.

“Contractor” or “General Contractor” shall mean the individual, firm, joint venture or corporation undertaking the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees.

“County” shall mean DeKalb County, Georgia.

“Day(s)” shall mean calendar day(s).

“Drawings” shall mean the part of the Contract which shows, largely through graphical presentation, the characteristics and scope of the Work to be performed and which have been prepared or approved by the County. The Drawings are included in the Bid Document Package.

“Field Order” shall mean a written order issued by an authorized County official/employee to the Contractor during construction effecting a change in the Work by authorizing an addition, deletion, or revision in the Work within the general scope of the Work not involving an adjustment in the Contract Price or a change to the Contract Time or Term. No Field Order shall be valid or effective unless it is signed by the County employee(s) who has been authorized in writing by the Chief Executive Officer or his/her designee to execute Field Orders.

“Notice of Award” shall mean a written notice of the acceptance of the Bid from the County to the successful Bidder.

“Notice to Proceed” shall mean a written communication issued by the County authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work. The effective date of the Notice to Proceed shall be the date set forth on the Notice to Proceed.

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

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

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

“Subcontractor” shall mean any person, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

“Submittals” shall mean all shop drawings, diagrams, illustrations, brochures, schedules, samples, and other data which are prepared by the Contractor, a Subcontractor, manufacturer,

Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“Substantial Completion” or “Substantial Completion of the Work” shall mean that date determined by the County when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract, so that the Project or stipulated part can be fully utilized for the purposes for which it is intended.

“Superintendent” shall mean the Contractor’s authorized on-the-job representative designated in writing by the Contractor prior to commencement of any work.

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

“Work” shall have the meaning assigned to that term in the article in the Contract entitled Scope of Work.”

GR-2. PRIOR USE BY COUNTY

Prior to completion of the Work, the County may take over operation and/or use of the Project or portions thereof. Such prior use of facilities by the County shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract.

GR-3. CONTRACTOR’S OBLIGATIONS

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and all things necessary or proper to perform and complete all the Work within the time herein specified and in accordance with the provisions of this Contract, the Specifications, the Drawings, and any and all supplemental drawings pertaining to the Work. Contractor shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations imposed by the Contract and local ordinances, and state and federal laws; and shall do, carry on, and complete the entire Work.

GR-4. AUTHORITY OF THE COUNTY

- A. The Contractor shall perform all of the Work under the general direction, and to the entire satisfaction, approval, and acceptance of the County. The County shall decide all questions relating to measurements of quantities, the character and

acceptability of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of the Drawings and the Specifications will be decided by the County.

- B. The approval of the County of any materials, plant, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.
- C. Whenever in this Contract, the words “directed,” “required,” “permitted,” “ordered,” or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, “approved,” “acceptable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, or satisfactory to the County.

GR-5. CHANGES IN THE WORK, FIELD ORDERS, AND CHANGE ORDERS

- A. All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Field Order or Change Order in all cases. No verbal instruction or order will be regarded as a basis for a claim for extra compensation or time.
- B. If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the County before making the change. If the Contractor fails to make such request, no excuse will be entertained thereafter for Contractor’s failure to carry out the Work in the required manner and to provide required guarantees, warranties, and Bonds, and Contractor shall not be entitled to any change in the Contract Price, Contract Time or the Contract Term.
- C. The County may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such Field Order entitles the Contractor to a change in Contract Price, Time, and/or 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.

- D. The County may at any time order changes within the scope of the Work without invalidating the Contract.
- E. No claims for extra cost or time will be considered based on an escalation of prices throughout the Contract Term. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one of the following methods in the order of precedence listed below.
 - (1) Unit prices previously approved.
 - (2) An agreed lump sum.
 - (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the changed Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent (15%) of the actual cost of such work to cover the cost of general overhead and profit.
- F. 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, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustment to the Contract Price and the construction schedule. In the event a Change Order increases the Contract Price, Contractor must include the Work covered by such Change Orders in requests for payment as if such Work were originally part of the Contract.

GR-6. TIME FOR COMPLETION

- A. 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.
- B. The Contractor agrees that the Work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will insure its full completion thereof within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
- C. If extraordinary adverse weather conditions are the basis for a claim for additional time, such claim shall be supported by the attachment of records of the National Oceanic and Atmospheric Administration showing meaningful variances from historic trends thereby substantiating the fact that weather conditions were

abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse weather conditions that unavoidably delay activities scheduled at that time, and then only for the number of days of delay which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.

- D. The County shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of delays, regardless of cause. The sole remedy against the County for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be based on actual and unavoidable delay.

GR-7. SCHEDULES, REPORTS, AND RECORDS

- A. The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the County may request concerning the Work performed or to be performed. The Contractor shall also submit a schedule of payments that he anticipates earning during the course of the Work.
- B. That Contractor shall coordinate and hold a meeting with its major Subcontractors and the County to discuss the Project schedule. Such meeting shall be held prior to Commencement of the Work under this Contract, but in no event later than ten (10) days after execution of this Contract by all parties. At that meeting, the Contractor shall present a draft Project schedule, and the Contractor and its Subcontractors shall, in collaboration with the County, assist in the preparation of a detailed and specific construction schedule. The Contractor shall be responsible for preparing and updating such schedule, which shall be complete in all respects and shall, when approved by the County, become the Construction Schedule and be automatically incorporated into the Contract and shall not be changed without the prior written consent of the County. The Construction Schedule shall not exceed the Contract Time, shall be revised and updated at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract, shall utilize Critical Path Method (CPM) software that is compatible with County software, and shall provide for expeditious and practicable execution of the Work. The Construction Schedule shall be cost-loaded.
- C. The Construction Schedule shall, in such detail as the County may require, show the order in which Contractor will carry on the Work, including dates on which the various parts of the Work will start, and the estimated date of completion of each part. It shall also depict all requisite shop drawing submittals and approvals,

manufacturing, fabrication, the installation of materials, supplies and equipment, testing, start-up, and training.

- D. The Contractor shall prepare and keep current, for the County's approval, a schedule of submittals which is coordinated with the Construction Schedule and allows the County reasonable time to review submittals. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the County.
- E. In the event the County determines that the performance of the Work has not progressed or reached the level of completion required by the Contract, the County will have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures must continue until the progress of the Work complies with the stage of completion required by the Contract and the Construction Schedule. The County's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule. The Contractor is not entitled to an adjustment in the Contract Price for undertaking Extraordinary Measures required by the County. The County may exercise the rights furnished the County under or pursuant to this paragraph as frequently as the County deems necessary to ensure that the Contractor's performance of the Work will comply with the completion date set forth in the Contract as the Contract Time.

GR-8. COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

- A. *Termination for Convenience.* County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, 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 Contractor at least thirty (30) days prior to the effective date of termination.
- B. *Termination for Default.* If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to

any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

- C. If Contractor's services are terminated by the County pursuant to paragraph A or B in this General Requirement, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this General Requirement, 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.
- F. The parties' obligations pursuant to this General Requirement shall survive any Acceptance of Work, or expiration or termination of this Contract.

GR-9. FINAL INSPECTION

Upon notice from the Contractor that the Work is completed, the County shall make a final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the County may discover. At no cost to the County, the Contractor shall immediately make such alterations as are

necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

GR-10. WARRANTIES, GUARANTEES AND CORRECTION OF WORK

- A. The Contractor warrants to the County that materials and equipment furnished under the Contract will be new and of good quality, unless otherwise required or permitted by the Contract; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The County, in its sole discretion, may exclude from the Contractor's warranty; remedies for damage or defect which the County determines were caused by abuse; modifications not executed by the Contractor; improper or insufficient maintenance; improper operation; and normal wear and tear and normal usage.
- B. Upon the completion of the Work, and as a condition of final payment, the Contractor shall guarantee in writing that all Work has been accomplished in conformance with the Contract. If required by the County, the Contractor shall also furnish additional satisfactory evidence as to the kind and quality of materials and equipment.
- C. The Contractor shall promptly, and in no event later than 48 hours after receiving written demand from the County, remedy any error, omission, defect, or non-compliance in the Work discovered by the County during construction or at any time thereafter until one year after the final completion of the Work. Nothing herein shall be deemed to shorten any statutory period of limitation otherwise applicable to any legal action by the County against the Contractor.
- D. Contractor shall pay for any damage caused by any omission or defect in the Work, including without limitation, any damage to other improvements or facilities. In the event that the Contractor should fail to timely make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so, and charge the Contractor the cost thereby incurred.
- E. All warranties and guaranties shall extend for the greatest of one (1) full year commencing on the dates of Substantial Completion of the Project or such longer period of time as is required by the Contract. The one (1) year period shall be extended with respect to portions of the Work first performed after Substantial Completion for a period of one (1) year after the actual performance of the Work. If any defect or deviation should exist, develop, be discovered or appear within such one (1) year period, the Contractor, at it sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and eliminate such defect. The foregoing warranties and guarantees are cumulative of

and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. No one or more of the warranties contained herein shall be deemed to alter or limit any other. The Performance Bond shall remain in full force and effect throughout the applicable guarantee period set forth in this paragraph.

- F. Neither the final payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work that is not in accordance with the Contract or relieve the Contractor of liability for incomplete or faulty materials or workmanship.
- G. All manufacturer warranties and guarantees shall be delivered to the County prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before final payment, the Contractor shall assign and transfer to the County all guarantees, warranties and agreements from all contractors, Subcontractors, vendors, Suppliers, or manufacturers regarding their performance, quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the County, and that upon final completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the County in accordance with their terms. Contractor's obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

GR-11. CONTRACTOR'S PERSONNEL AND INDEPENDENT CONTRACTOR STATUS

- A. The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to the start of the Work. If approved by the County, the Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as the Superintendent, unless approved by the County prior to being named Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

- B. The Contractor shall not change key members of its staff without the prior consent of the County, unless such staff members prove to be unsatisfactory to the Contractor and cease to be in its employ. If the Contractor intends to change a key staff member (defined as certain full-time personnel stationed at the site including Project Manager, Superintendent, Project Engineer, Assistant Project Manager, Assistant Superintendent, or Assistant Project Engineer) it shall give the County written notice at least fifteen (15) days prior to the intended change. The written notice shall include a description of qualifications for the new proposed key staff member. The County shall have the right to approve or disapprove the proposed key staff member.
- C. 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.
- D. 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.

GR-12. SUBCONTRACTING

- A. The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless
 1. The Work and the Subcontractor proposed to perform it have been declared in the Bid to the Contract; or
 2. The Contractor shall have obtained advance written approval from the County.
- B. The Contractor further understands and agrees that any work on this Project, which the Contractor secures in violation of this General Requirement, shall be deemed a donation from the Contractor for which the County shall not be

obligated to pay. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County. Upon request, Contractor shall provide the County with copies of each of its contract(s) and amendments with each Subcontractor.

- C. 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.

GR-13. ASSIGNMENTS

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.

GR-14. INDEMNIFICATION AND HOLD HARMLESS

- A. 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 General Requirement as “the County Indemnites,” 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 Indemnites, 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.
- B. As between the County Indemnites 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.

- C. 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.
- D. 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.
- E. The parties agree that Contractor shall be liable for all fines or civil penalties, which may be imposed by any local, federal or state department or regulatory agency that are a result of Contractor's performance of the Work under this Contract. Contractor shall pay the costs of contesting any such fines. The parties' obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

GR-15. ROYALTIES AND PATENTS

The Contractor shall hold and save the County and its elected officials, officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract.

GR-16. LAWS AND REGULATIONS

- A. The Contractor's attention is directed to the fact that all applicable federal, state, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees and Subcontractors fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or

authority over same. If Contractor discovers any discrepancy or inconsistency in this Contract or in the Drawings or Specifications in relation to any such law, regulation, ordinance, order, or decree, Contractor shall promptly report the same, in writing, to the County. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Contractor or its employees or Subcontractors.

- B. Contractor shall not discriminate against any person in its operations, activities or performance of Work under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, physical or mental disability, or political affiliation. Contractor shall maintain a Drug Free Workplace.

GR-17. PERMITS AND INSPECTION FEES

- A. Permits shall be secured by the Contractor, and inspections will be required, but the County will not charge the Contractor for permits and inspections obtained from the County. The Contractor shall secure and pay for any permits and inspection fees required by any other governmental entity or agency.
- B. Prior to execution of this Contract, Contractor shall provide the County with a copy of its current, valid business license. If Contractor is not a Georgia corporation, Contractor 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. Contractor shall provide the County with copies of all other required licenses, certifications and permits for the Contractor and/or all of Contractor's employees, personnel, agents or Subcontractors performing services that require licensure by the federal government, the State of Georgia, or the County. Contractor hereby warrants and represents that at all times during the Contract Term it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services required by this Contract.

GR-18. LAND AND RIGHTS-OF-WAY

Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct his work in accordance with requirements thereof, including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity, even though such requirements may exceed or be more stringent than that

otherwise required by the Contract, and shall compensate the County fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. The Contractor shall provide, at its own expense without liability to the County, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

GR-19. PROTECTION OF WORK, PROPERTY, AND PERSONS

- A. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Project and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and the safety and protection of the Work, the public and adjoining property.
- C. If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication or the information provided regarding such utilities or structures. The Contractor shall comply with all applicable state law concerning the marking and location of existing utilities. The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the Work, using whatever means may be appropriate, and shall verify the nature and condition of such utilities and structures. The Contractor shall mark the location of existing utilities and structures, if they are not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Contractor shall notify the County promptly of discovery of any conflict between the Contract and any existing facility.
- D. All existing utilities, both public and private, including but not limited to, sewer, gas, water, electrical, and telephone services, shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Contractor's activities in this regard.

- E. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the County, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra work shall be submitted to the County within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.

GR-20. PROHIBITED INTERESTS

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

GR-21. FIRST SOURCE JOBS ORDINANCE

The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry.

GR-22. FOREIGN CORPORATIONS

In the event the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Georgia Secretary of State as its agent for service of all legal process for the purposes of this Contract only.

GR-23. SPECIFICATIONS AND DRAWINGS

- A. The Specifications, the Drawings and the Contract shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.

- B. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- C. Any discrepancies found between the Drawings and Specifications and site conditions, or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the County, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- D. Upon award of the Contract, the Contractor will be supplied, free of charge, up to three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.
- E. The Contractor shall furnish, with reasonable promptness, all samples as directed by the County for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract. The Work shall be in accordance with approved samples.
- F. The County may, without changing the scope of the Work, furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract. The additional drawings and instructions thus supplied will become a part of the Contract. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- G. Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mentioned therein, or indications on the Drawings of articles, materials, operations, or methods, requires that the Contractor:
 - (1) Provide each item mentioned and indicated of a quality or subject to qualifications noted;
 - (2). Perform according to conditions stated, each operation prescribed; and
 - (3) Provide therefore all necessary labor, equipment, and incidentals.
- H. For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the County an arbiter to establish limits for the contracts between the Contractor and Subcontractors.

- I. Notwithstanding the appearance of such language in the various sections of the Specifications as, “The Paving Contractor,” “The Grading Contractor,” etc., the Contractor is responsible to the County for the entire Contract and the execution of all Work referred to in the Contract.

GR-24. CONTRACTOR’S SUBMITTALS

- A. The Contractor shall submit all Submittals to the official or employee so designated by the chief executive officer all Submittals as required under the Specifications and in such time and manner that will allow at least ten (10) days for the County’s review, pursuant to the Construction Schedule. No portion of the Work shall commence until all Submittals relating to such portion have been approved by the County.
- B. The approved Drawings will be supplemented by such shop drawings as are needed to adequately control the Work. Shop Drawings, product data, samples and other Submittals are not parts of the Contract. The purpose of their submittal is to demonstrate for those portions of the Work for which Submittals are required by the Contract, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract. Informational Submittals, upon which a County employee, the Architect or Engineer, if retained by the County in connection with the Project, is not expected to take responsive action, may be so identified in the Contract. Submittals which are not required by the Contract may be returned by the County without action. The approval of a Submittal shall not authorize any deviation from or alteration of the Drawings or Specifications absent a Change Order or Field Order.
- C. Shop drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the execution of the Work.
- D. Drawings for false work, centering, and form work may also be required per the Specifications and in such cases shall be likewise subjected to approval unless approval is waived.
- E. The County’s review will be within reasonable promptness as to cause no delay in the Work. Approval of the Contractor’s Submittals does not relieve the Contractor of any responsibility for accuracy of dimensions and details or from otherwise ensuring that the Work complies with the requirements of the Contract. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of Submittals with the Drawings and Specifications. The County will review and approve or take other appropriate action upon the Contractor's Submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or

performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The County's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The County's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- D. It is the responsibility of the Contractor to check all Submittals before same are submitted to the County for approval. Submittals which have not been checked and approved by the Contractor will not be reviewed by the County.
- E. Submittals shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Submittals and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Submittals be accepted from anyone other than the Contractor.
- F. The Contractor shall furnish the County with at least six copies of all Submittals for approval. Two finally approved copies will be returned to the Contractor for his use. The Contract Price shall include the cost of furnishing all Submittals and the Contractor will be allowed no extra compensation for such drawings.
- G. The approval of such Submittals shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the County has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Submittals. When the Contractor does call such deviations to the attention of the County, he shall state in writing whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.
- H. The Contractor shall prepare and maintain a log of all Submittals which includes, at a minimum, the submittal number, revision number, description, responsible company, proposed submittal date, date actually submitted, date approved, any comments received, approval status, and resubmittal information. The log shall be updated at least on a monthly basis and made available to the County for review upon request.

GR-25. AS-BUILT DRAWINGS

The Contractor shall maintain a red-lined set of drawings on site during the progress of the Work, indicating any Field Orders, Change Orders and the location of the portion of the Work or equipment actually installed. The Contractor shall, upon completion of the Work, furnish a marked set of reproducible drawings indicating any field changes and the location of Work as actually installed, if different from the requirements of the Contract, and deliver them to

the County in hard copy as well as an electronic copy compatible with the County's software and hardware system.

GR-26. EXAMINATION OF WORK BY CONTRACTOR

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the configuration of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract.

GR-27. INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work as required by the Specifications shall be made by the County, or bureaus, laboratories, or agencies selected by the County. The cost of such inspection and testing shall be paid by the Contractor unless County agrees to pay the cost. Materials and finished articles shall have passed the required tests prior to the incorporation of such materials and finished articles in the Work. The County may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

GR-28. INSPECTION OF WORK

- A. The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the County and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the County or its representative at the site of the Work shall not be construed to, in any manner, to relieve the Contractor of its responsibility for strict compliance with the provisions of the Contract.
- B. If the Drawings, Specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the County shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor, having secured all certificates of inspection, will deliver same to the County upon completion. If any Work should be covered up without approval or consent of the County, it shall, if required by the County, be uncovered for examination at the Contractor's expense. The recovering of such Work after inspection shall be at Contractor's expense.
- C. Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of

work, any materials and construction thereof, the decisions of the County shall be final and conclusive and binding upon all parties to the Contract.

- D. If the County determines that portions of the Work require additional testing, inspection or approval beyond the requirements of the Specifications, the County will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs, except as provided below, shall be at the County's expense.
- E. If such procedures for testing or inspection reveal failure of the portions of the Work to comply with requirements established by the Contract, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.
- F. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract, be secured by the Contractor and promptly delivered to the County or the Architect if one is retained by the County in connection with the Project. Tests or inspections conducted, pursuant to the Contract, shall be made promptly to avoid unreasonable delay in the Work.

GR-29. REQUESTS FOR SUBSTITUTIONS

- A. Requests for substitutions of proprietary products or of a particular manufacturer, vendor, or Subcontractor must be accompanied by the following documentation:
 - (1) Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;
 - (2) Reasons the substitution is advantageous or necessary, including benefits to the County and the Work in the event the substitution is acceptable;
 - (3) The adjustment, if any, in the Contract Price, in the event the substitution is acceptable;
 - (4) The adjustment, if any, in the Contract Term or Time and the construction schedule in the event the substitution is acceptable;
 - (5) An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified;

- (6) Proposals for substitutions must be submitted in triplicate to the County in sufficient time to allow the County no less than ten (10) working days for review; and
 - (7) No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.
- B. Substitutions and alternates may be rejected at the County's discretion without explanation and will be considered only under one or more of the following conditions:
- (1) Required for compliance with interpretation of code requirements or insurance regulations then existing;
 - (2) Unavailability of specified products, through no fault of the Contractor; or
 - (3) Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
 - (4) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
 - (5) When in judgment of the County, that a substitution would be substantially to the County's best interests, in terms of costs, time, or other considerations.
- C. Whether or not any proposed substitution is accepted by the County, the Contractor must reimburse the County for any fees charged by the Architect or other consultants for evaluating each proposed substitute. By making requests for substitutions based on the above, the Contractor:
- (1) Represents and warrants that the Contractor has personally investigated the proposed substitute product or Subcontractor and determined that it is equal or superior in all respects to the product or Subcontractor previously specified;
 - (2) Represents and warrants that the Contractor will provide the same warranty for the substituted product or for the workmanship of the substituted Subcontractor, as applicable, that the Contractor would have provided for the product or Subcontractor previously specified;
 - (3) Certifies that the cost data presented, in the form of certified quotations from Suppliers of both specified and proposed equipment is complete and includes all related costs under this Contract, but excludes costs under

separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

- (4) Agrees that the Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete and in accordance with the Contract in all respects.
- D. Contractor shall not propose an item for substitution unless it is equal to or superior to the specified item or items in construction, efficiency, and utility. The opinion of the County as to the equality or superiority of the item shall be final, and no substitute material or article shall be purchased or installed without the County's written approval.
- E. In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in the case of a price increase.

GR-30. REJECTIONS OF WORK AND MATERIALS

- A. All Work that is defective or deviates from the Drawings or Specifications will be rejected. All rejected Work shall be replaced immediately with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County. If rejected Work is not removed within forty-eight hours from the date of letter of notification, the County shall have the right and authority to stop the Work immediately and/or to arrange for the removal of said rejected Work at the cost and expense of the Contractor.
- B. Inspection of the Work shall not relieve the Contractor of any of its obligations, and defective Work shall be made good regardless of whether it has been previously inspected by the County and accepted or estimated for payment. The failure of the County to reject or condemn improper materials or workmanship shall not be considered as a waiver of any defect that may be discovered later.

GR-31. MATERIALS, SERVICES, AND FACILITIES

- A. The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment shall constitute a default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work in accordance with accepted industry practices and within the Contract Time.

- B. Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
- C. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer. Contractor shall promptly notify the County of any conflict between the instructions of any manufacturer and the requirements of the Drawings or the Specifications.
- D. Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract. The source of supply for all such products shall be submitted to the County, together with detailed descriptions thereof in the form of samples, shop drawings, tests, or other means necessary to adequately describe the items proposed. Approval by the County of a manufacturer or supplier shall not constitute the approval of materials, supplies, or equipment obtained from such manufacturer or supplier if they do not comply with the requirements of the Contract. If, after trial or installation, it is found that sources of supply, even though previously approved by the County, have not furnished products meeting the intent of the Contract, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.
- E. The Contractor shall confine operations to areas permitted by law, ordinances, permits and the Contract, and shall not unreasonably encumber the site with materials or equipment. The Contractor shall provide parking for all construction vehicles only within the construction limits as indicated on the drawings or make appropriate arrangements as permitted by law.
- F. Only materials and equipment which are to be used directly in the Work may be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it must be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is the sole responsibility of the Contractor.
- G. The Contractor and any entity for which the Contractor is responsible must not erect any sign on the Project site without the prior written consent of the County, which may be withheld in the sole discretion of the County.
- H. Contractor must ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, and for emergency response to the site of the Work and all adjacent areas. The Work must be

performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work are free from debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract, Contractor must use its best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work, or the Project.

- I. Without prior approval of the County, the Contractor shall not permit any worker to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the County for such use. Without limitation of any other provision of the Contract, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the County in connection with the use and occupancy of the Project site, as amended from time to time. The Contractor shall immediately notify the County in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems that may be caused by such compliance and suggesting alternatives through which the results intended by such portions of the rules and regulations can be achieved. The County may, in the County's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements applicable to the use and occupancy of the Project site.
- J. Unless otherwise provided in the Contract, Contractor shall provide and maintain a suitable office on the site for its own use and for the use of representatives of the County. Contractor shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as he provides for his own use. Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County.
- K. Contractor may be required by the County, at the beginning of Work, to provide, at the Project site, suitable and adequate temporary toilets and enclosure for use of workers on the job, shall maintain same in sanitary condition, and shall remove same at the completion of construction operations and/or when directed by the County. Contractor shall not allow any sanitary nuisances to be committed in or about the site and shall enforce sanitary regulations of local and state health authorities.
- L. The Contractor shall cooperate with the County in any required use of the property and arrange for storage of materials on the Project site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to its Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials,

sheds, or storage platforms, the Contractor shall, at its own expense move same as and when directed by the County.

- M. Unless otherwise instructed by the County, the Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by the Contractor's performance of the Work. The County's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

GR-32. UTILITIES DURING CONSTRUCTION

Contractor shall furnish all utilities and pay for all bills for utilities used during construction. Utilities shall include electric power, fuel of any sort used for heating, etc., telephone services, cable and internet, if necessary, and water. Contractor shall provide all temporary connections to utilities when not provided by the utility company or others at no additional cost to the County. Contractor shall, if required by the County, install and maintain at his own expense, a job telephone and communications equipment necessary for the execution of the Work for the Contract Time.

GR-33. TEMPORARY HEAT AND AIR CONDITIONING

The Contractor shall provide, at his own expense, temporary heat or air conditioning, as necessary, to protect all Work and materials against injury from heat, dampness or cold. Fuel, equipment and method of heating and cooling shall be satisfactory to the County and shall not present a fire hazard. Contractor shall comply with the requirements in the Specifications for specific temperatures to be maintained.

GR-34. MAINTENANCE MANUAL

Contractor shall, prior to completion of Contract, deliver to the County two (2) copies of a manual, assembled, indexed, and bound, for the County's guidance, full details for care and maintenance of visible surfaces and of equipment included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this General Requirement.

GR-35. WEATHER CONDITIONS

The Contractor will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the County, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.

GR-36. LINES, GRADES, AND MEASUREMENTS

- A. Such stakes and markings as the County may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings may, at the County's discretion, shall result in the Contractor being charged for their replacement.
- B. The Contractor must exercise proper care and caution to verify the grades and figures furnished by or on behalf of the County before proceeding with the Work, and shall be responsible for any damage or defective work caused by its failure to exercise such care and caution. Contractor shall promptly notify the County of any errors or discrepancies it may discover in order that the proper corrections may be made.
- C. Before ordering materials or doing work, the Contractor shall measure and verify the dimensions and locations of all existing structures, substrata, and features that affect the Work and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Contractor shall promptly notify the County of any difference which may be found, and shall obtain direction from the County before proceeding with the affected Work.

GR-37. CLEANING UP

- A. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the County.
- B. If the Contractor fails to clean up, as provided in the Contract, the County may do so, and the cost thereof shall be charged to the Contractor. Contractor shall ensure that neither it, its Subcontractors, nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the County's advance written approval. Contractor agrees to ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that Contractor, its Subcontractors or their employees or agents, bring onto or generate at the Project Site are handled in accordance with all applicable laws.
- C. The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the County.

- D. In addition to removing rubbish on a periodic basis and leaving the building broom clean, the Contractor shall clean all tile and glass; replace broken glass; remove stains, paint spots, and dirt from all Work; clean and polish all plumbing fixtures and equipment; and remove all temporary protection items. To the maximum extent reasonably possible, the Contractor shall keep the interior of the building free of combustible materials as the Work progresses.
- E. The Contractor shall maintain and keep clean at all times the immediate approach to the Project site, including the roads abutting the Project site.

GR-38. BARRICADES

- A. Contractor shall provide barricades and protective barriers around excavations, so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.
- B. Delivery of construction materials and equipment shall be only to locations approved by the County.

GR-39. NO THIRD-PARTY BENEFICIARY

Except as expressly and specifically set forth herein, this Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

GR-40. 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.

GR-41. INTERPRETATION

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.

GR-42. PRIOR CONTRACTS; CONFLICT IN DOCUMENTS

The Contractor may in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered “standard” for material or workmanship in any particular location. The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the General Requirements of the Contract; the Specifications; the Drawings, as between schedules and information given on the Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern; and detailed Drawings shall govern over general Drawings; and the Bid Document Package.

GR-43. ENTIRE 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, except by Change Order or Field Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order or Field Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

GR-44. COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

GR-45. VENUE

The courts of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract.

GR-46. RIGHT TO AUDIT

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

with Contractor's employees related to the audited records.

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

Again, please note that the Design-Build contracting method has been chosen by the County for RFP 18-500498. The General Requirements in this section shall apply upon the Owner's approval of a final floor plan and specifications for building systems including mechanical, electrical, plumbing, roofing, architecture, and such other accessory improvements as applicable.

ATTACHMENT B

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By:_____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before m on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT E

**DEKALB COUNTY, GEORGIA
CERTIFICATE OF CORPORATE AUTHORITY
(Choose Applicable Certificate)**

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

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

This _____ day of _____, 20____.

_____ (Corporate Seal)
Secretary

ATTACHMENT E

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

I, _____, ⁽¹⁾ certify that

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract for Construction dated _____ with DeKalb County, issued pursuant to Invitation to Bid or Request for Proposal No. _____;
3. Venturer is organized and incorporated to do business under the laws of the State of _____;
4. _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and
5. Said Contract was duly signed by said officer for and in behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.
6. I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

INSTRUCTIONS:

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

MAKE COPIES OF THIS FORM AND SUBMIT A SEPARATE FORM FOR EACH JOINT VENTURE PARTNER.

ATTACHMENT F
(Consisting of 3 pages)
PERFORMANCE BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the _____ [*insert Name of the Project*], more particularly described in the Contract (hereinafter called the “Project”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

PRINCIPAL

By: _____(SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____(SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

ATTACHMENT G
(Consisting of 2 pages)
PAYMENT BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____ [*insert date of award*] which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the construction of a project known as [*insert name of project*], as more particularly described in the Contract (hereinafter called the “Project”);

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

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

8. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
9. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
10. This Bond is intended to comply with O.C.G.A. §36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

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

PRINCIPAL

By: _____(SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____(SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

ATTACHMENT H

COPIES OF REQUIRED INSURANCE POLICIES WITH DECLARATIONS PAGE(S)

ATTACHMENT I
PROPOSER'S COST PROPOSAL

ATTACHMENT J

THE COUNTY'S REQUEST FOR PROPOSALS (RFP) NO. 18-500498

ATTACHMENT K

**“EXCERPTS FROM THE CONTRACTOR’S RESPONSE TO THE COUNTY’S
REQUEST FOR PROPOSALS (RFP) NO. 18-500498”**

APPENDIX 2

BUILDING PROGRAM



DEKALB
COUNTY
PUBLIC
LIBRARY

a place to grow

I. OVERVIEW & INTRODUCTION

This document represents the final building program statement to be used for the renovation of the Stone Mountain-Sue Kellogg Library, which is a branch of the DeKalb County Public Library in the City of Stone Mountain, DeKalb County, Georgia.

A. Project Summary

In July 2005, the DeKalb County Public Library Board of Trustees approved a 2006-2025 Library Facilities Plan that included continued operation of the Stone Mountain Branch. On November 8, 2005 DeKalb County voters approved a \$54,540,000 bond referendum that did not include funds to renovate the Stone Mountain Branch. A subsequent outlay of \$4,000,000 was approved by the Board of Commissioners in 2017 to make substantial building improvements to three library facilities in Commission District 4, with \$1,500,000 specifically allocated for the branch in Stone Mountain.

The proposed project intends to upgrade all functional systems, i.e., roofing, mechanical, plumbing, electrical, fire protection, and resealing the building envelope. The existing 9,300-square foot building footprint located at 952 Leon Street in the City of Stone Mountain Historic Village will be maintained. Extensive interior improvements are planned to include technology and security upgrades, replacing all furniture and equipment, and substantial renovation of interior finishes including flooring and millwork.

This is projected as a full-service community library, providing services to all ages, including families, teens, and seniors.

B. Project Need

The Stone Mountain-Sue Kellogg branch of DeKalb County Public Library was built in 1964 and expanded in 1988. The branch is heavily used by the surrounding population. Approximately 40,000 people live within a 2-mile radius of the branch. In FY2017, the branch circulated nearly 70,000 items

and had nearly 86,000 visitors. The Library's patron database shows 18,700 registered patrons with Stone Mountain-Sue Kellogg listed as their "home branch" and just over 29,000 patrons that share the branch's 30083 zip code. Stone Mountain-Sue Kellogg likely shares some patrons with nearby branches Clarkston, Hairston Crossing and even Tucker-Reid H. Cofer. Heavy, continual use, and changing community demands have resulted in the need to update the Stone Mountain-Sue Kellogg Branch. Current trends in library service models and usage patterns include less reliance on print resources, in particular reference, increased reliance on eResources, more demand for casual seating and quiet work spaces. All of these elements should be addressed in re-programming and designing the space.

C. Proposed Project Schedule

The following is the anticipated project schedule for the Stone Mountain-Sue Kellogg Library:

Procurement Documents and Bid Process.....	August-October 2018
Design-Build Contractor Selection	November-December 2018
Design-Build Contractor Contract Issued..	November-December 2018
Preconstruction.....	November-December 2018
Asbestos Abatement.....	January 2019
Construction Drawings, Specifications, Permitting.....	February 2019
Construction Notice to Proceed.....	February 2019
Completion (post FF&E installation & Building Set-up)	July 2019
Opening.....	July-August 2019

D. Project Budget

The total project budget is set at \$1,500,000.

E. Building Program/Design Solution Relationship

This program statement will be the basic document to specifically guide the design/build team in the requirements of each area of the proposed building renovation. Nevertheless, it is only a starting point. It is a working document and recommendations set forth are subject to change in the

schematic design and design development phases of the project. This building program confines itself to functional requirements and specific space needs. Any proposed variations are to be thoroughly discussed with and approved by the DeKalb County Public Library Director prior to implementation. The building program provides a blueprint to guide the design/build team in the design of building improvements but does not attempt to suggest specific design solutions.

F. Building Team Members

Library Staff Representatives

Alison Weissinger, Library Director/Contract Administrator
Nancy Wright, Deputy Library Director

DeKalb County Staff Representatives

Clyde Stovall, Facilities Management Department Director
Facilities Management Department Assistant Director
Deputy Director for Architecture & Engineering

Project Architect –

Program Manager – Aaron L. Worthy, BuffCove, LLC

II. COMMUNITY ANALYSIS

DeKalb County Public Library provides a full range of public library services to an urbanized population estimated to be 722,161 persons in 2014 by the Census Bureau. DeKalb County is the fourth largest county by population in Georgia. According to projections by the Governor’s Office of Planning and Budget, DeKalb’s population is projected to exceed 1 million by 2030. According to the 2010 census, most residents (421,656 persons) still live in unincorporated areas and receive municipal services directly from the county. Another 270,237 residents live in thirteen DeKalb municipalities – Atlanta-in-DeKalb, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stonecrest, Stone Mountain and Tucker. While these municipalities provide separate services in many areas, all county residents rely solely upon DeKalb County Public Library for library services. The number of residents living in incorporated areas has more than doubled since 2000. The population of DeKalb is currently 55% African American, 36% white and 9% other.

Economic Factors

DeKalb’s rapid economic growth in the late 1990s and early 2000s has slowed considerably since the economic downturn in 2008. Approximately 60% of DeKalb’s employment opportunities are in one of four industry clusters: Education & Health Services, Professional & Business Services, Retail and Leisure & Hospitality.

While lagging slightly behind other metro counties, DeKalb’s per capita income of \$28,971 is slightly higher than the state average of \$25,427. In 2012 median household income was \$51,252. Poverty rates pose challenges for DeKalb, in particular for children, with 28% of children living below the poverty line.

Additional, more detailed economic data is available from the County’s recently commissioned economic development strategic plan “DeKalb County 2020” that can be found online at www.dekalbcounty2020.com.

Education

Education levels in DeKalb County, as determined by the 2010 U.S. Census, have shown significant changes compared to previous census assessments. The portion of the population that has attained 4 or more years of college increased from 27.9% in 1980 to 36.3% in 2000 to 40.3% in 2010 and 41.7% in 2016. The percentage of the population with 1-3 years of college was 27.51% in 2010.

The County’s largest public school entity, DeKalb County School District serves just over 101,000 students. More than 73% of students qualify for free or reduced lunch and 103 of the total 137 schools are classified as Title I. 2010 Graduation rates of high schools in the Stone Mountain area (Stephenson, Stone Mountain and Redan) range from 84.5% -- 88.9%.

Governmental Agencies Influencing Planning

The following governmental agencies will either participate directly in the development of plans for the Stone Mountain-Sue Kellogg Library project or will provide information that will influence planning:

DeKalb County Public Library
DeKalb County Facilities Management Department
City of Stone Mountain
Georgia Public Library Services

A. Project Location

The Stone Mountain-Sue Kellogg Library is situated on a .575 acre site in the Stone Mountain Downtown Historic Village. Plans will be subject to approval by the Stone Mountain Historic Preservation Commission through its Certificate of Appropriateness application process. An updated boundary survey and topographic survey are included in the bid package.

B. Demographic Analysis

Ethnic Diversity

As of July 1, 2016, according to Census.gov DeKalb County has 740,321 residents. DeKalb County is considered to be the most diverse county in Georgia. Although a slight majority of residents are African-American, other ethnic groups are well represented in the following population breakdown:

African-American	409,397	55.3%
White	264,294	35.7%
Asian/Pacific Islander	48,120	6.5%
Two or more races	15,546	2.1%

Within these figures, 62,927 residents (8.5% of the population) are considered to be of Hispanic or Latin heritage.

The majority of the population in the immediate service area of the Stone Mountain-Sue Kellogg Library is young, African-American and middle class.

C. Institutional Analysis

Library History

The DeKalb County Public Library traces its history back to 1925 with the founding of the Decatur Library. In 1940, the Decatur Library took on countywide responsibilities and the institutional name was changed to the Decatur-DeKalb Library System. In 1951, the library system assumed a regional scope with the addition of Rockdale County to its service area. Newton County joined the system in 1953, and the system was renamed the DeKalb Library System in 1962. Subsequently, it was renamed to the Stone Mountain Regional Library and later to the DeKalb-Rockdale-Newton Regional Library. In 1989, this regionalization was reversed with the splitting of the library system into three separate county library systems. Today, the DeKalb County Public Library operates as a single county library system serving the fourth largest county population in Georgia through 22 public service facilities, and one administrative center.

Library Vision Statement

We envision a DeKalb County where every person has the opportunity to reach his or her own full potential in an economically strong community which values family, diversity, and cooperation.

Library Mission Statement

DeKalb County Public Library is a place to grow. The library enlightens and enriches the people of DeKalb County by providing responsive, dynamic services that meet the changing informational needs of a diverse population. Through a trained, service-oriented staff, partnerships, and ready access to both print and electronic resources, the library is committed to superior service that promotes a strong, literate DeKalb community and enhances the quality of life.

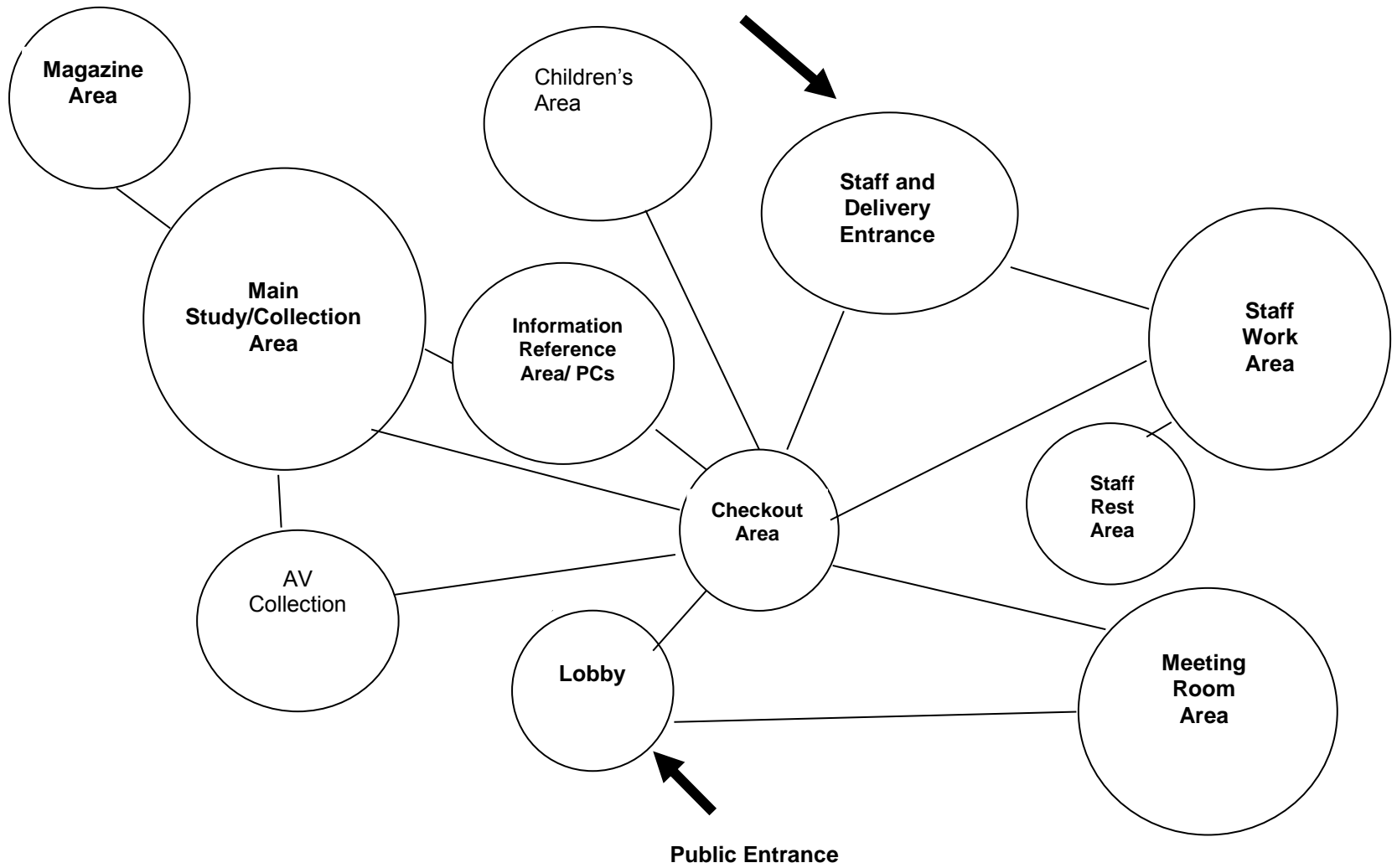
III. Summary of Space Allocations – Stone Mountain-Sue Kellogg Library

AREA	COLLECTION	PUBLIC SEATS	STAFF	S/F	TOTAL S/F
A. Lobby	None	None	None		100
B. Checkout Area 3 Station Svc Desk (checkout/reference) 2 Self-Checkout Units Shelving for Reserve Books	500 Reserve Books on-shelf	None	1-3 on-duty	250 100 100	450
C. Information/Reference Area Shelving (8 D/F 42" Hi Units) 18 Catalog/Internet Stations (30"Dx48"W) Photocopier Photocopy Counter PC signup Station PC Print Station Quiet Study/Tutor Room - 6 Seats	350 Volumes	16 Computer 6 Reader	None	150 400 50 40 40 40 120	840
D. Main Study/Collection Area Fiction/Non-Fiction Shelving (50 D/F 84" Hi Units) 4 Study Tables (4'x6') 6 Study Carrels (30"x48") 2 Paperback Racks 2 Catalog Stations (Standing)	17,000 Volumes on-shelf	22 Reader	None	1,000 520 300 50 70	1940
E. Magazine Area Magazine Shelving - 9 S/F 54" Hi Slope Shelf Units 10 Lounge Chairs w/occasional tables	60-70 Magazine Titles	6 Casual	None	100 100	200

AREA	COLLECTION	PUBLIC SEATS	STAFF	S/F	S/F TOTAL
F. Audiovisual Services Area DVD Display -8 units (3'x4' each) CD Display - 4 units	1200 DVDs 1100 CDs (Audio)	None	None	100 100	200
G. Youth Services Area Shelving - 30 DF 66" Hi Units Shelving - 12 DF Picture Book Units Media Shelving 2 Study Tables (3'Wx5'Lx25"H or 48" Diam. x 25" H) 2 Study Tables (42" Diam x 23"H) 4 Catalog/Internet Stations (30"x48") 2 Parent/Child Reading Chairs	9,000 Volumes 3,000 Picture Bk 600 Media	16 Reader 4 Computer		400 240 90 180 120 140 80	1,205
H. Meeting Room Area Meeting Room Chair/Table Storage Youth Services Storage	None	55 Meeting	None	825 120	945
I. Staff Work Area 2 Landscaped Office Workstations, 6'x7' 1 Sitting Work counter w/4 workstations, 30"Dx16'L 1 Work Table, 3'x8' 1 Library Materials Discharge Station, 30"x48" 3 D/F 90"Hx24"D Shelving Units (or 8 S/F) 2 Legal File Cabinets - 5 Drawer 2 Two-Door Storage Cabinets Open Area for Book Trucks IT Room Supply Room Librarian's Office	200-300 Books awaiting re-shelving	None	5-8	300 50 100 30 160 20 40 40 60 100 120	1020

AREA	COLLECTION	PUBLIC SEATS	STAFF	S/F	S/F TOTAL
J. Staff Rest Area 2 Round 36" Diameter Tables (3 seats each) 2 Lounge Seats w/occasional table Kitchen Counter w/sink Refrigerator 16 Staff/Volunteer Lockers (in hall outside Rest Area)	None	None	5 during room use	80 50 50 20	200
Unassignable Area (HVAC, Restrooms, Walls, Service Areas, Etc.)					2095
Space Requirements Total	33,750 Books & AV Items On-Shelf Not including 3,000 to 4,000 items checked out	72 Total Seats 44 Reader 10 Casual 18 Computer Not Incl. 85 Meeting	8 FTE	N/A	9300 Square Feet

**IV. DeKalb County Public Library –Stone Mountain Branch
Space Relationship Diagram**



IV. Individual Space Descriptions

Space Name	Library Materials	Public Seats	Staff	S/F Total
A. Lobby Area	None	None	None	100
<p>Functions: Provide access for the general public to the library service areas from the parking area. Provide access to restroom facilities for the public. Provide access and general open area outside the Meeting Room Area for persons waiting to enter. Provide floor or wall directory, community bulletin board.</p>				
<p>Occupancy: 5-7 persons, entering and leaving the building</p>				
<p>Space Relationships: Locate adjacent to Checkout and Information/Reference Area, Public Restrooms, Meeting Room Area Exterior entrance should have a strong relationship to both the public parking area and to adjacent roads.</p>				
<p>Environmental/Engineering: <i>Acoustics:</i> This is a high traffic area. Special attention to acoustics is necessary, including walk off carpet for sound attenuation and low maintenance. Provide acoustical separation from the library area. <i>HVAC Systems:</i> Standard <i>Lighting:</i> General area lighting. Special attention to lighting outdoor book return bin, LCD screen for messages. Exterior areas should be well lit. <i>Communications:</i> Provide conduit (1" Home Run) from communications room to a lobby location for a flat screen LCD-TV receiver. <i>Electrical:</i> Standard <i>Security:</i> Visual Control required from checkout desk. <i>Utilities:</i> Restrooms must meet A.D.A. standards and new state code for sanitary fixtures parity for men and women. A.D.A. compliant drinking fountain required. Provide for one, gender neutral/family restroom in this area. Include diaper changing counter in gang and private restroom. <i>Other:</i> Automatic sliding doors. Provide a special non-skid floor surface for the first 10' inside the front door to dry wet feet. Remainder of lobby floor should be tiles or pavers.</p>				
<p>Furniture and Equipment: Video people counter (to be re-used), 1 trash can, inventory control gates (to be re-used), literature displayer, drinking fountain, wall mounted LCD/digital sign</p>				

Space Name	Library Materials	Public Seats	Staff	S/F Total
B. Check-Out Area	200-300 Items on reserve	None	1-3	500
<p>Function: Check-out all library materials, check-in some returned library materials (majority of materials will be checked-in in the Staff Work Area), issue library cards, collect fees, hold books on reserve and interlibrary loan items for self-pickup by customers. Two self-checkout units will be located at or in immediate proximity to the checkout desk.</p> <p>The staff at the checkout area will provide some visual control of the lobby area. Exit through this area will be controlled by an electronic theft detection system which employs sensing panels. Customers entering the library will pass by the checkout desk to access other adjacent space. Ideally, persons should be able to return library materials into a book chute on their right emptying directly into the Staff Work Area, or they may return materials into a book chute in the checkout desk.</p> <p>Central Security Station where staff can monitor video surveillance cameras.</p> <p>This area will contain 2 self-checkout units, a security station and shelving for self pick-up of holds by patrons as additional functional requirements.</p>				
<p>Occupancy: 5-10 depending on traffic and staffing patterns</p>				
<p>Space Relationships: Locate adjacent to: Lobby, Staff Work Area, Information/Reference Area, Youth Services Area Provide Visual Control of: Lobby, Public Restrooms</p>				
<p>Environmental/Engineering:</p> <p>Acoustics: This is a high traffic area. Provide extra acoustical control with durable carpet tiles.</p> <p>HVAC Systems: Standard</p> <p>Lighting: Provide cool non-glare light source over work areas; avoid hot incandescent fixtures. Consider indirect light but maintain 50 foot candles minimum.</p> <p>Communications: Provide telephone, TDD, 3 checkout stations (3/4" home run conduit), and 2 self-checkout units. Consider use of carpet tiles in this high-traffic area for improved maintenance. Provide 3/4" home run data conduit for each self-checkout station. Provide silent "help" button at checkout desk connected to an off-premises security system.</p> <p>Electrical: Standard. No more than 3 computer stations (staff or self-checkout) should share one circuit with color-coded electrical receptacles. Each staff station should also have access to one additional general purpose duplex receptacle.</p> <p>Security: Provide buzzer and intercom from exterior loading area entrance. Provide multi-screen recording video surveillance monitors at security station.</p> <p>Utilities: Standard</p> <p>Other: Space should be allowed in front of the checkout portions of the desk to allow controlled queuing similar to that employed in banks and post offices, ie. - only one customer line allowing the next customer to go to the next open terminal. It is preferred this be accomplished with portable theater-type posts and cord stanchions.</p>				
<p>Furniture and Equipment: Service Desk, 2 Self-check units (re-use), shelving for holds, 4 book trucks, 2 computer workstations, 2 task chairs, cash register, 2 phones</p>				

Space Name	Library Materials	Public Seats	Staff	S/F Total
C. Information/Reference Area	350	14 PCs/6-8 Reader	None	900-1000
<p>Function: Reference sources are provided both in print and electronically through the Internet and licensed electronic databases. This area contains a 500 volume non-circulating book collection, indexes, pamphlets, Internet/Catalog stations, a photocopier and standing height catalog stations. Provide one (1) small, 4-6-seat quiet study/tutor room with data/power connections.</p>				
<p>Occupancy: 10-20 depending on traffic and staffing patterns</p>				
<p>Space Relationships: Locate adjacent to: Lobby, Checkout Area, Main Study/Collection Area, Staff Work Area Provide Visual Control of: Main Study/Collection Area, Quiet Study Room Other: This area will be supervised from the Checkout/Reference Desk which must have good visual control of seating areas, the Internet/Catalog stations and the Quiet Study/Tutor Room.</p>				
<p>Environmental/Engineering: <i>Acoustics:</i> Provide acoustical control for the photocopier and change machine. <i>HVAC Systems:</i> Standard <i>Lighting:</i> Provide cool non-glare light source over work and study areas. Consider indirect light but maintain 70 foot candles. <i>Communications:</i> 2 Telephones, 2 staff PC workstations at the information/reference kiosk for staff, 12 public access Internet/catalog stations near reference desk with provision for additional future workstations. 3/4" home run conduit will be required to each workstation location. Reference kiosk should be served by 3/4" home run conduit to each workstation. All Internet/catalog workstations will be linked to one heavy-duty laser printer, controlled by a print management station. In addition to the hardwired network, provide a high-frequency wireless local area network (WI-FI) for public and staff use in the building. Mount wireless transmitters in the ceiling so that no part of the building is more than 150 feet from the device. <i>Electrical:</i> Standard. Place terminals on separate shared circuits with color-coded electrical quadruplex receptacles for each initial and future PC workstation location. <i>Security:</i> The Quiet Study/Tutor Room should be lockable only from outside by staff. No inside locking by patrons should be possible. The interior should be easily supervised from a nearby service point. Provide an acoustically effective (double glazed) glass wall above the work surface. Door should also be glass. <i>Utilities:</i> Standard <i>Other:</i> All workstation locations should provide secure ventilated space for CPU's below the table surface.</p>				
<p>Furniture and Equipment: 3'x6' study table, 42-inch high reference shelving, PC sign-up station, PCs, print management station, photocopier, reader chairs for PC area, soft seating</p>				

Space Name	Library Materials	Public Seats	Staff	S/F Total
D. Main Study Collection Area	17,000	22 Reader	None	1940
<p>Function: Provide shelving for all adult fiction and non-fiction library materials. Provide general study/reading seating.</p>				
<p>Occupancy: 20-30 depending on traffic and staffing patterns</p>				
<p>Space Relationships: Locate adjacent to: Information/Reference area, Magazine Area Locate close to Checkout desk area</p>				
<p>Environmental/Engineering: Acoustics: Standard HVAC Systems: Standard Lighting: Indirect lighting preferred, maintain 50 foot candles at floor level in shelving areas. Maintain 70 foot candles at table level in reading areas. Communications: Provide data connection for each catalog station. Electrical: Standard. Provide floor outlets at table locations so tables can be powered. Security: Standard, but place tables where they can be overseen by staff from the service desk when possible. Utilities: Standard Other: This area should be carpeted. Aisle width should be 42 inches.</p>				
<p>Furniture and Equipment: 4 – 3'x6' study tables, 6 Study carrels, shelving – Adequate number of DF units for projected collection size, 2 catalog stations at end of range shelving, 22 reader chairs</p>				

Space Name	Library Materials	Public Seats	Staff	S/F Total
E. Magazine Area	60 titles	4-6	None	200
<p>Function: A casual and inviting space with lounge seating and sloped display shelving for current and back issues of magazines and newspapers.</p> <p>Current magazines will be displayed on outward facing sloped shelves while a year's backfile may be kept on 12" flat shelves behind the sloped shelves. Additional back issues of popular titles may be kept on closed shelves in the Staff Work Area, but eventually older issues will be accessible only through on-line resources.</p>				
<p>Occupancy: Up to 4, seated, depending on traffic patterns</p>				
<p>Space Relationships: Locate adjacent to: Information/Reference area, Main Study/Collection Area Provide visual control from Information/Checkout Desk</p>				
<p>Environmental/Engineering: Acoustics: Standard HVAC Systems: Standard Lighting: Indirect lighting preferred, Maintain 50 foot candles at floor level in shelving areas. Maintain 70 foot candles at table level in reading areas. Communications: Standard Electrical: Standard. Security: Standard Utilities: Standard</p>				
<p>Furniture and Equipment: 4-6 Lounge Seats (300 s/f) 6 S/F Sloped Periodical Display Shelf Units. 54"H x 12"D (150 s/f) (May substitute up to 4 D/F Units 24"D for 9 S/F units) Various occasional tables as needed 3 shelves each, some equipped w/ Hinged Plexiglass Covers for newspapers.</p>				

Space Name	Library Materials	Public Seats	Staff	S/F Total
F. Audiovisual Area	1200 DVDs, 1100 Music CDs	None	None	200
Function: Public media materials available for checkout will be displayed in this area on open shelving.				
Occupancy: 6-8 browsing				
Space Relationships: Locate adjacent to: Information/Checkout Area				
Environmental/Engineering: Acoustics: Standard HVAC Systems: Standard Lighting: Standard Communications: Standard Electrical: Standard Security: Visual control from Checkout Desk preferred Utilities: Standard				
Furniture and Equipment: 6 DVD/Videotape Displayers 3'x4' (100 sf) 4 Compact Disc Displayers - (100 sf)				

Space Name	Library Materials	Public Seats	Staff	S/F Total
G. Youth Services Area	9,000 volumes, 3000 picture books, 500 media	16 reader seats 2 soft seating	None	1205
<p>Function: Serves birth through middle-school age children, parents, and childcare providers. It contains picture books for very young children, children's non-fiction and fiction books, children's media materials.</p>				
<p>Occupancy: 20-25 depending on traffic patterns</p>				
<p>Space Relationships: Locate adjacent to: Information/Checkout Area</p>				
<p>Environmental/Engineering: Acoustics: Standard HVAC Systems: Standard Lighting: Standard Communications: Data connections for PCs Electrical: Childproof electrical outlets in this area Security: Visual control from Checkout Desk preferred Utilities: Standard Other: The design of the Youth Services Area should challenge the imagination of children. It should employ bright, lively colors, with special attention to graphics. It should be child scaled, with child sized furniture, equipment, and display areas. As with other areas of the library this space must be flexible enough to allow for change, but there is also a need for enough structure to ensure a feeling of place for the various activities which take place in the area. There is requirement for open space for free flow activities, and intimate spaces for special activities, and concentration, ie: the picture book collection, audiovisual activities, a games and toys corner, and craft areas.</p>				
<p>Furniture and Equipment: 2 Reader Tables, 25"H (3'x5' or 48"Diam) (180 sf) 2 Reader Tables, 42"Dia, 23"H (120 sf) 16 Reader Chairs, Youth 12 DF Sections 48" H Picture Bk Shelving (240 sf) 30 DF Sections 66"H Shelving (700 sf) 4 SF Units 66"H Media Shelving (90 sf) 4 Low Stools (Internet/Catalog stations) 4 PC Workstations - One at 30"H (140 sf) 2 Lounge Chairs, parent/child reading together (80 sf) Large Tackable Wall</p>				

Space Name	Library Materials	Public Seats	Staff	S/F Total
H. Meeting Room	None	55 seat	None	944
<p>Function: A 944 square foot multi-purpose meeting room, with stackable seating for 55 persons for library programs, staff training, and public meetings. Also provide a small (100 sf) storage room for stacking chairs and folding tables, and a small (50 sf) storage room for Youth Services supplies and program items. In one wall, provide a small kitchen alcove with counter and sink for coffee service.</p>				
<p>Occupancy: Up to 55</p>				
<p>Space Relationships: Locate adjacent to: Lobby, restrooms</p>				
<p>Environmental/Engineering: Acoustics: Locate mechanical systems and other sources of noise away from meeting room. HVAC Systems: Standard, provide for separate zone. Lighting: Standard lighting with zoned dimmer controls Communications: Provide data connections, ceiling mounted LCD projector, built-in PA, with ceiling mounted speakers, re-use ceiling mounted film screen. Electrical: Standard including low voltage boxes with pull strings, VGA and HDMI ports Security: Standard Utilities: Standard Other: Carpet in meeting room, with vinyl tile in storage room. Install chair rail and picture rail. Full lite entrance doors</p>				
<p>Furniture and Equipment: 55 Stacking Chairs w/dollies (Chela) 10 Folding Tables w/dollies - 30"Wx5'L (Southern Aluminum) Ceiling Mounted Film Screen - 10'Wx8'H -- re-use current if appropriate Ceiling mounted LCD Projector Wall Clock Lectern w/light and P.A. System Connections Locking mobile AV Cart Built-in or A/V System Youth Services Storage Room 10' x 5' (50 sf) Picture/Art Rail</p>				

Space Name	Library Materials	Public Seats	Staff	S/F Total
I. Staff Work Area	300 titles awaiting reshelving	None	5-8	1020
<p>Function: Provides workspace for 7, including 2 librarians/paraprofessionals in landscaped workstations, 4 support staff at a work counter, and the Branch Librarian Provide one discharge station for check-in of library materials as well as shelving and open floor space for book trucks. Provide Supply Room and delivery area for in-coming and out-going library materials and supplies. Provide a 120 square foot enclosed office for the Branch Librarian.</p>				
<p>Occupancy: Up to 10</p>				
<p>Space Relationships: Locate adjacent to: Checkout area, Staff rest area</p>				
<p>Environmental/Engineering: Acoustics: Standard HVAC Systems: Standard Lighting: Standard Communications: 4 phones, 5 computer workstations Electrical: Standard Security: Standard Utilities: Lab sink if possible. Other: Provide for maximum storage shelving and cabinets as space allows</p>				
<p>Furniture and Equipment: 2 Landscaped Office Workstations, 6'x7' w/return (140 sf), 1 Sitting Work Counter w/4 workstations -Type BBBB (200 sf) 1 Standing Type AC Work Counter w/Lab Sink, 24"Dx7'L (60 sf), Open Area for Book Trucks (70 sf) 1 Library Materials Check-in Station, 30"Dx48"L (50 s Deliveries Area (70 sf) 1 Work Table. 3'x8' (100 sf) 2 Office Chairs with arms, 5 Office chairs w/o arms 3 SF 90"H Shelving Units, 2 Legal Lateral Files, 5 Drawer (40 sf), 2 Two-Door Storage Cabinets (40 sf) 3 Telephones 3 Personal Computers (w/networked printer) IT Room 60 sf 2 Depressible Book Bins Wall Clock <u>Librarian's Office (120 Sq/ft):</u> Landscaped Station 24"Dx72"W w/return, Office chair, 2 side chairs, Book case, Safe, Phone, PC and printer, Wall Mounted Bulletin Board, 4'x6'</p>				

Space Name	Library Materials	Public Seats	Staff	S/F Total
J. Staff Rest Area	None	None	5-6	250
<p>Function: To provide a rest and eating area for library staff and volunteers. The Staff Lounge should be a comfortable, quiet room with a different environment from other areas. Major elements include kitchen facilities, table/lounge seating, staff lockers, and staff restrooms (this space requirement is in the unassignable area).</p>				
<p>Occupancy: Up to 6 seated</p>				
<p>Space Relationships: Locate adjacent to: Staff work area</p>				
<p>Environmental/Engineering: Acoustics: Standard HVAC Systems: Standard Lighting: Standard Communications: 1 phone Electrical: Standard Security: Standard Utilities: Sink, microwave, refrigerator (some items can be re-used), restroom facilities adjacent Other: Staff restroom should not open directly into rest area, preferably locate off hallway</p>				
<p>Furniture and Equipment: Kitchen Counter w/sink (50 sf) Cabinets above & below, millwork 8 Lockers, 18"D, Full-sized Large Tackable Wall Area Wall Clock Telephone Standard Refrigerator w/freezer (20 sf) (re-use existing) 4 Side Chairs Ceiling Exhaust Fan 1-2 Lounge Chairs w/occasional table (60 sf) 2 Round Tables, 30" Diameter. (150 sf) 1 Microwave Oven, built-in NOTE: Locate the staff lockers away from the staff rest area. Locate just outside near the staff restrooms</p>				

VI. GENERAL PLANNING CONSIDERATIONS

A. General Design Considerations

A public library facility updated for the twenty-first century will show many faces to the community. It should be an active, easy-to-use, approachable information center, with significant provision for new information technologies. It is also a community gathering place, with warm and friendly design features.

It should be as open and flexible as possible, to allow ready adaptation to upcoming changes in information systems. Walls should be minimized and furniture uncluttered. Building elements least likely to change should be grouped to ensure future flexibility for change in other areas.

The design should strive for a timeless quality, without allowing the building to be typed by current design fads. The design team should strive to achieve some sense of civic space without unnecessary waste of space, but the design should also maintain a sense of easy accessibility.

B. Heating/Cooling/Ventilation

The HVAC system should provide for overall thermostatic control. Individual area controls must also be provided. In particular, provide separate controls for seminar room and the meeting room. Avoid combining dissimilar areas on common HVAC zones, such as the staff work spaces and public service areas.

The entire facility should be air conditioned year-round to maintain 72 degrees at 45-50% Relative Humidity, with excellent electrostatic filtering both during occupied and unoccupied periods.

Two (2) existing rooftop units that are were installed approximately five years ago are intended for reuse. The design/build team will be tasked to provide engineering and construction practices to protect these units during roofing repairs and to repair/replace parts as may be required to ensure continual effective performance of the equipment. This component of the construction program will require coordination with the County Facilities Management Department to avoid losing or compromising any equipment warranty. The Design-Build Program should provide a minimum one year labor warranty and three-year equipment warranty for the units.

The existing building management system control panel and sensors are also reusable and shall be removed by a vendor selected by DCPL whose services shall be included in the construction program to reconnect these devices to the mechanical system. The Library will authorize the vendor to remove these components during the preconstruction phase. This activity should be included in the mechanical division of work under to reconnect and program the automation system during test and balance of the reconfigured mechanical system.

A mechanical plan using the existing equipment should avoid a high velocity HVAC system to keep operational noise low. The system should be designed so that the malfunction of one portion of the system will not stop continuous air flow to staff and public. Allow for continued ventilation using outside air during system failure. A separate split system unit should be considered for the IT room.

All filters should be located for easy cleaning/replacement. Fan shafts should be easily removable for servicing or replacement. Thermostatic controls should be protected from tampering. Locate thermostats away from wall shelving.

The building automation panel should be installed in the IT room and cabled to connect to the Library server. The reengineered mechanical

system should be balanced by a qualified Testing and Balance engineer.

Provide ceiling fans in staff work areas and Staff Rest Area to supplement air circulation.

C. Acoustical

All areas should receive acoustical control through the use of low velocity HVAC systems, soft wall coverings, acoustical ceiling materials and carpet. However, several areas will require special attention.

Lobby - High traffic area with hard floor surface. Control noise carrying into library areas.

Checkout Area - High traffic area. Control noise through carpet tiles, and durable soft wall surfaces.

Quiet Study Room - Closed room with acoustical isolation from general study area. A window wall separating the Quiet Study Room from open areas will require special acoustical treatment.

Meeting Room - Separate enclosed room.

Photocopiers, change machines, and other equipment which might generate noise should receive special acoustical treatment, such as the use of sound baffles and soft panels.

D. Flooring

Information/Reference Area, Main Study/Collection Area, Magazines Area, Youth Services Area, Audiovisual Collection Area, Meeting Room Area, Staff Work Area – carpet tiles required where equipment is moved on rolling carts. A glue-down nylon or nylon/ntron brand carpet tile should be used. (Minimum requirement - solution dyed, 3 ply, 28 oz. per square yard yarn).

Checkout Area - Carpet Tiles

Staff Rest Area, Communications Room, Deliveries Area, Custodial Closets, Wet Areas, and areas below water fountains - vinyl composition tile

Lobby - may be of durable material such as non-skid quarry or ceramic tile since this is a high traffic area. Provide built-in entrance mat for a minimum six foot space inside the front door to dry wet feet of persons entering the building.

Public and Staff Restrooms - Ceramic tile.

E. Walls

Lobby, Checkout Area - Special acoustical treatment to minimize ambient noise.

Quiet Study Room - Special acoustical wall treatment.

All Other Areas - Painted Drywall. Consider durable, low maintenance wall covering in high traffic areas near checkout desk. Provide corner guards at wall and column corners.

Main Study/Collection Area, Youth Services Area, Meeting Room - Provide picture hanging track (5'6" high) on all walls not covered by single faced shelving (Alternative - mount hanging track at wall/ceiling joint).

F. Ceiling

The design solutions for acoustical ceilings should seek to maximize ceiling heights where possible. The existing building frame including roof line will be maintained limiting the opportunity to gain much additional ceiling height. As a general guideline provide standard acoustical tile with a minimum of 10' clear (11'-12' preferred). However, variation in ceiling treatment may be considered for the Lobby, Information/Reference Area, Checkout Area, and seating areas in the public service areas to define spaces, while maintaining open flexible space below.

G. Lighting

Provide 70 foot candles at table level in all areas, insuring that a minimum 50 foot candles are maintained at floor level in book stacks. Restrooms, storage, utility rooms, and corridors may vary from 15 to 30 foot candles.

All lighting must avoid glare on table/counter surfaces, and on terminal screens. Consider daylight and

nighttime lighting variations. Indirect lighting is preferred as long as foot candle levels are maintained at 50 foot candles minimum. NOTE: Generally, slightly lower light levels are possible with indirect lighting. After indirect lighting, a second preference is for fixtures with low glare diffusers/lenses like parabolic or paracube diffusers or polarizing lenses.

Generally fluorescent lighting is more economical to operate and generates less heat. Incandescent lighting should be used sparingly for selected areas such as display areas for special effect. Sodium-vapor (HID) lamps may be considered for high ceiling general lighting areas, but not for individual rooms due to slow warm-up time. However, to the extent possible, avoid light fixtures which will require use of special equipment, such as cherry pickers. Consider energy-efficient T-8 lighting, as an alternative to standard fluorescent fixtures. Avoid high-hat can lights which create hot spots on the floor.

Ideally lighting fixtures in public areas should be of a type and arrangement that the requested light level can be achieved regardless of the arrangement of shelving or seating, however if certain areas are judged to have a fairly certain long-term use, then a more specific lighting solution may be used. Lighting should be zoned in public areas to permit lights to be turned off in banks.

The selection of lighting fixtures, tubes and bulbs should be made with a view to low continuing cost and ease of maintenance. Fixtures should be placed so that they can be easily serviced without special equipment. The number and types of fixtures should be minimized. Ease of re-tubing is a major consideration in fixture selection.

Emergency and security (night) lighting systems should be separate from the general lighting pattern and switched separately. Security (night) lights should not be located in closed areas with projection screens. Night lighting should illuminate the building during closed hours and provide for safe staff egress after hours.

The surrounding site and parking area should be well lit with fixtures resistant to vandalism. Avoid waist high post type fixtures. Site lighting, if applicable, should be operated by time or photocell switches.

A master lighting control/switch for the entire facility shall be located either near the checkout desk in a staff-controlled area, or near the facility entrance to the staff workroom. Provide switches other than circuit breakers. No switches should be located in public area except in individual rooms (Quiet Study Room, Meeting Room). Include dimmer switches in the Meeting Room.

H. Windows

Excessive use of glazing should still be avoided to minimize heat gain and control lighting, but significant window areas must still be used to provide visibility into attractive public areas of the library to highlight interior attractions to the public, and to provide visual relief to those inside the building. Window placement and size must take into account shelving height and placement, work counters, and normal desk heights. Consider massing windows to achieve open effect without overuse of glass. Avoid use of skylights which are prone to leakage.

Existing clearstory windows are to be retained in their present configuration. These units shall be protected from spatter and damage during roofing work and construction tasks. The caked window film should be removed carefully without damaging glass panes. Reglazing, caulking, and film or other

window treatment to reduce glare and hot spots should be presented for review and approval by the Owner during the design process.

Where new window units are required, the selected products should be energy efficient. Consider shaded glass, especially on the south and west fronts. Light control is important, therefore consider north facing walls first for placement of windows, east walls second, south walls third, and west walls last due to problems with light control in the late afternoon as the sun lowers. Provide light control blinds for east, south, and west facing windows which are not otherwise shielded from direct sunlight. North facing windows in the public area should not require blinds except in areas with projection screens.

Windows should be easily maintained and replaced. Larger individual panes of glass should be avoided. A considerable proportion of the windows should be capable of being opened by staff only with a special tool to maintain ventilation during HVAC malfunctions.

Special window conditions apply in several specific areas:

Meeting Room - If this room is provided with windows, include light control blinds or blackout shades for projection purposes.

Quiet Study Room - Provide a full height interior window in one wall facing an adjacent open area under staff control, such as the Information/Reference Area. Provide acoustical properties in interior window wall.

Staff Work Area - Provide exterior windows, if design allows, but includes blinds.

I. Doors

For easy, safe transport of loaded book trucks and audiovisual equipment on carts, as well as for A.D.A. requirements, all interior doors should be installed without threshold.

Lobby - Provide an electric overhead rolldown grille or locking glass doors to separate the lobby from the checkout area and the main part of the library. This is intended to allow the Meeting Room to be accessed by the public after library hours when necessary. If a rolldown grille is used, locate controls at checkout desk.

Librarian's Office - Provide coat hook on office side of door.

J. Water

All staff sinks should be equipped with a paper towel dispenser.

Staff Work Area - to be equipped with a large sink, at one end of built-in counter, with raised gooseneck faucet and hot and cold water.

Drinking Fountains - Mount drinking fountains on walls rather than floors. Avoid drinking fountains in corridors. Provide two fountains, one to be compliant with A.D.A. requirements. Locate fountains in area observable by staff.

K. Communications

The Library will provide any new telephone equipment needed. Some equipment will be reused. Conduit for telephones should be provided/maintained in all areas designated for telephones in the detailed space requirements.

Public calls will be answered centrally in the Staff Workroom.

Two telephone jacks to accommodate speaker phones shall be located in the Meeting Room.

Data Communications - This facility will employ the DeKalb County Public Library's Polaris Automated Information System for checkout of library materials, and catalog access. The library system runs its own fiber network, independent from DeKalb County.

A 60 square foot minimum data communications room is required for local network communications and telephone equipment and possibly a file server depending upon the future configuration of the library system's network. The room should be a minimum of 6' wide by 10' long and must be air conditioned. Location will be determined during design development. All walls should be plywood clad from the floor up to a 7' height with a cable tray provided above the plywood. Provide a telephone and eight electric duplex outlets. This space is considered part of the overall non-assignable mechanical area and is not specifically provided for in the summary of spaces. Provide a 4" conduit connection to the exterior of the building for copper and fiber. Home run conduit exceeds 100' in length shall include a pull box.

Home run 3/4" data lines should run from each terminal location to the data communications room, except in areas served by underfloor trench duct. Trench duct may be employed in areas where a large number of terminals are clustered, such as the information/reference desk and multi-place catalog tables. Trench duct also provides future flexibility for relocation of terminals. If trench duct is employed, care should be taken to avoid undue accumulation of wires from many terminals. Provide 2" home run connections to the data communications room at various points in the trench ducts to preserve flexibility. In general, conduit connections should be located on two sides of each column, at all service locations, near carrels/catalog tables/computer workstations, the Meeting Room, the Librarian's office, and most staff workstations. Precise needs must be determined in consultation with library staff. Not all locations will initially require full operational connections. Some conduit terminations will be located for future flexibility and may remain empty with pull strings only.

In addition to the hardwired network, Library will provide a high-frequency wireless (WI-FI) equipment for public and staff use in the building that will integrate with DCPL's current network. Provide usable spaces with mounting blocks for wireless transmitters. Space should have power accessible conduit and be located away from electrical interference. Space should be located to allow for acceptable wireless transmission with no part of the building more than 150 feet distance from a transmitter. Provide multiple mounting areas, if necessary for coverage of the entire building. The network should accommodate all approved IEEE standards for WLANs, including 802.11a, 802.11b, and 802.11g. Investigate use of Wireless Equivalent Protocol (WEP) to provide enhanced security. Include a staff-controlled kill switch.

Wiring - Consult with library automation services staff on wiring requirements, and to determine if cabling should be included in the construction contract or if it will be separately wired after building completion. Under any circumstances, a complete set of data communication drawings keyed to labeled conduit is required at the end of construction. Include this requirement in project specifications.

Screens - One 8'Wx8'H electric ceiling-mounted projection screen (IC) with modular motor and low voltage multiple switching, matte finish, is to be installed in the Meeting Room.

L. Electrical

Electric outlets shall be installed regularly along all walls and on two sides of each column in the building to provide for future flexibility in building use. This will result in some outlets initially being covered by wall shelving, but where possible locate outlets to avoid this. All other electrical switches, alarm controls, thermostats, and other electrical controls should be concentrated vertically to use as little wall space as possible. No control unit should be located behind shelves.

In areas requiring increased electrical and communications services underfloor trench duct combining electrical and communications functions may be employed. Areas for consideration include the information/reference area, the checkout desk, and other areas with concentrations of terminal or media equipment. Runways for electrical wiring must be kept separate from the runways for communications to avoid distortion. The exact location of underfloor duct should be reviewed by library staff.

The copy machine location should have a 120 volt outlet with a 30 ampere dedicated circuit.

At minimum, all outlets intended to support computer equipment of any kind, including HVAC controls or other such devices, should be placed on common, independent, circuits with surge suppression and line conditioning. These outlets should be color-coded for identification. Ideally the entire building electrical system should be protected with surge suppression equipment.

Provide separate dedicated circuits under the checkout desk for the library's book theft security system.

Staff Work Area - 120 volt strip outlets at 1" intervals are to be installed the full length of all counters. Outlets are to be excluded within one foot on either side of sinks. All outlets in close proximity (within 2') of water sources must be GFI outlets. All outlets in the children's services area must be child-proofed.

Amperage Requirements - The electrical system for the facility must be designed in coordination with the furniture/equipment plan to ensure that all functional requirements are met. Exact amperage requirements cannot be precisely determined as requirements differ depending upon which model is eventually installed, however the following general amperage guidelines are provided for planning purposes.

Equipment	Estimated Amperage
Personal Computer w/Printer	5.0-8.0
Laser Printer	4.0
Copy Machine	15.0-25.0

DVD Player	1.0
25" Television	2.0
Coffee Maker	9.0
Microwave Oven	9.0
Telefacsimile Machine	8.0

No more than 80% of the 30 amp capacity of a circuit should be planned for use as a margin of safety.

M. Safety

When fire extinguishers are being installed, give the same consideration as is given to electrical controls in order to conserve wall space for wall shelving.

As noted under "A.D.A. Requirements", emergency alarm systems must be provided to alert hearing impaired persons of emergency conditions, including strobe lights visible from all areas of the building, and an emergency notification board near the information/reference desk.

N. Service Drives

The delivery door to the Deliveries/Loading Area must be easily accessible by large vans or trucks delivering materials and equipment.

O. Parking

The design/build program will not be responsible for recommending improvements to the existing parking or site plan except as may be required for permitting, which should be minimal. The parking spaces are owned by the City of Stone Mountain. DCPL will coordinate communications with the City of Stone Mountain to leverage opportunities for engaging City participation in the construction program.

P. Millwork and Shelving

Finish on all units shall be high-pressure laminate (.50 w/.050 backing; simultaneously applied), minimum of 3/4" thickness. Built-in cabinets in staff work areas are to consist of three basic types, as follows:

Type A - Drawer/Closed Shelving Unit - 36" wide x 24" deep to consist of a closed-door cabinet with one adjustable shelf for the interior. Vertical adjustment of the shelf is to be in one-inch increments. Immediately below the counter top and above the closed cabinet area are 4-1/2" vertical depth drawers the width of each cabinet door. Drawers are to be mounted on metal roller guides. This type to be provided with locks and master keyed. Height to vary depending upon adjacent millwork.

Type B - Desk Unit - 48" wide x 30" deep to consist of a desk height (29" high) work surface and two shallow drawers below the work surface. Vertical drawer depth is to be a maximum of 4". Maximum drawer width is to be 20". Knee width is to be a minimum of 30". Adjustable undercounter keyboard surfaces to be provided.

Type C - Sink Unit - 48" wide x 24" deep with a 34" high surface and 29" clear from the underside of the counter to the floor, and 8" clear from the sink to the front edge of the counter.

Other built-ins, mostly in public areas, will be specifically tailored to be compatible with the design of the facility.

General Notes: In cabinetry intended for electronic equipment, front-to-back drawer depths shall allow for wire chases. Landscape office systems may be employed in lieu of millwork for sitting work counters

1. Built-in work counter/cabinets in Construction Contract

Staff Work Area:

One Standing Work Counter - 30"Dx6'Lx36"H w/34"H lab type sink unit at one end (Configuration: AC). 12"D x 24"H open cabinets with adjustable shelves are to be located above counter top.

One Sitting Work Counter - 30"Dx16'Lx29"H (Configuration: BBBB). 12"D x 24"H open cabinets with adjustable shelves are to be located above all counter tops. May be divided into two 12' long Work Counters.

Staff Rest Area:

One Special Standing Counter - Provide 24" deep x 36" high counter with 12" Deep x 24" high cabinets with one adjustable shelf above. The counter and cabinetry should be sized to fit the available space in the Staff Lounge. The counter shall have drawers and closed cabinets below as determined by the space and should accommodate a double kitchen type sink, a 25 cubic foot or larger Refrigerator/Freezer, and one built-in microwave ovens. Provide a minimum of two duplex electrical outlets at counter level, in addition to outlets required for built-in appliances. Any outlet within two feet of the sink shall be GFI protected. All cabinets in spaces accessible by the public shall be locking.

2. Built-in Service Desks in Construction Contract

Although millwork requirements are provided for the following public service desks, if the facility design will not suffer and substantial savings are determined, consider acquisition of modular library furniture from furniture vendors as an alternative.

Checkout Area:

Checkout Desk - Provide a three (3) station checkout desk designed specifically to meet the space established for the checkout area. Two (2) stations at a 36" height, and one station at a 34" height. Counter depth is 30". Each station should have a 36" wide PC Workstation screen on the public side of the desk to hide the back of the checkout PCs. Stations should have 7' to 8' frontage, and have access to a "home run" data outlet, one undercounter duplex color-coded terminal outlet, and one easily accessible duplex convenience outlet.

Each of the stations will require a storage shelf and/or cable management for a PC workstation CPU. Other storage should be provided by rolling box/box/files. The checkout desk must accommodate 3 PCs with receipt printers, a cash register and a telephone. Duplex outlets on a dedicated circuit will be required under counter for the book security system equipment. The checkout desk should be adjacent to the Staff Work Area.

The checkout desk should also house two built-in self checkout units located near shelving for self-pick-up of reserve books by customers.

3. Shelving in FF&E Contracts

Checkout Area:

Provide 12" deep adjustable shelving in 3' wide or less sections in close proximity to the checkout desk. Approximately 90 linear feet in six (6) 84"H single faced shelving units is required to accommodate up to 900 reserve books awaiting customer self pick-up.

Public Area Library Shelving:

All wall-attached and free-standing shelving in the library shall be in standard 3' lengths. Distance between free-standing shelving units and/or between shelving units and furniture must be a minimum of 42". In areas of volume traffic, a minimum of 5' between rows of furniture and shelving. Free-standing island shelving shall not exceed 18 feet in length.

Standard perimeter shelving in the Main Study/Collection Area is to be single-faced, wall-attached, not more than 84" high, ten inches actual/eleven inches nominal depth. Base is 12" deep. Shelving in the Youth Services Area shall be not more than 66" high. Shelving in the Magazine Area shall not be more than 54" high.

Standard free-standing shelving units in the Main Study/Collection Area are to be double-faced, not more than 84" high, ten inches actual/eleven inches nominal depth. Free-standing units shall not exceed 18' in length. It is preferable that reference shelving shall not be more than 42" high, 12" inches actual/13" inches nominal depth. However, an alternative of 66" high might be considered in design development as a space saver. Base is 24" deep for double-faced shelving and 12" deep for single-faced shelving.

Periodical shelving to accommodate magazines: 96 linear feet, 54" high; with three sloped shelves per 3' unit. Base is 12" deep for single-faced shelving, 24" deep for double-faced shelving.

Display shelving for new books and special items: Allocate 6-8 sections of shelving to special face out display of new books and other special book exhibits. This allocation should be considered part of the Main/Study/Collection shelving requirements, ie- part of the 120 Double-faced shelving units. This can be accomplished by equipping some sections with sloped periodical shelves instead of standard book shelves.

Staff Work Area:

Standard adjustable library shelving for processing/holding of returned library materials prior to re-shelving. Four (4) double-faced 90" high x 24" deep units or equivalent in single-faced units. 168 linear feet.

Industrial Shelving for general storage in areas where possible.

Supply Room:

Industrial Shelving for general storage. Eight (8) single-faced 78" high x 16" deep x 48" wide units. 160 linear feet.

Librarian's Office:

Standard adjustable wood library shelving to accommodate books. Two (2) 42" High SF Units. 12 linear feet.

4. Tackboards (IC)

Specifically sized tackboards are called out in the Furniture and Equipment lists within each individual space description for the Lobby, and Staff Work Area, and the Staff Rest Area. In addition, make wall surfaces of tackable composition above any 66" high wall shelving used in the Youth Services Area. Also, provide major floor to ceiling tackable wall surface (10' wide minimum) in the Youth Services Area for changing displays.

5. Other Built-ins

Lobby

Provide a display kiosk with data and power outlets for the mounting of the Flatscreen LCD Unit.

Children's Services Area

Special Design Feature - A special, imaginative "fun feature" for children might be incorporated into the Youth Services Area as a focal point. It might include special seating experiences, book shelving, and display elements, but there is no set requirement. This feature should be passive in nature, avoiding elements which might require excessive staff control or discipline. Something representational is preferred as opposed to an abstract design. All elements must conform to A.D.A. rules for access by persons who are disabled.

Q. Landscaped Office Workstations

Landscaped Office Workstations called for in the Furniture/Equipment List for each space, shall provide the following features: one 36" terminal corner unit, two 24" deep x 48" long side counters, one 48" long legal file unit, one 48" hanging cabinet unit, one 48" open shelf unit, one pencil drawer, two 6" box drawers, tackable surfaces below hanging units, task lights, and one color-coded terminal duplex outlet (or equivalent), and two duplex convenience outlets (or equivalent). Actual components may vary from these dimensions as long as equivalent functionality remains. No landscaped office unit shall provide less than 49 square feet interior space. This minimum may be exceeded if space permits.

Landscaped office components within the Librarian's Office shall include one 6' long x 2' deep desk surface with a 4' long x 18" deep return, one 48" long legal lateral file unit below the side return, two open shelves above the desk surface, three box drawers, one pencil drawer. Consult with library staff

for refinements to these requirements.

R. Signage

1. Exterior Signage

Major illuminated signage is required to identify the building from vehicles as they pass by on either Main Street or Leon Street. This signage should be both on the building itself (adjacent to the entrance) and on pylon signs adjacent to both roads subject to regulations and approval of the City of Stone Mountain. Signage should include the library logo and read:

DeKalb County Public Library
Stone Mountain-Sue Kellogg Branch

If allowable, letter size should be 16" or greater on the pylon signs. Letter size on the building should be large enough to allow easy building identification upon entering the parking area.

Directional signs should point the way to the library from nearby streets. Minor identification and directional signs should be used for staff/delivery entrances, traffic direction, and outdoor book return. An illuminated changeable message hour sign shall be provided that is easily readable as the building is approached from the parking area, or as vehicles pass the entrance.

2. Interior Signage

Attractive, contemporary and legible signage, both informational and directional, should be incorporated into the building design at time of design development. The signage should be part of the building contract.

All interior signage (doors, hanging, wall, and book stacks) should be coordinated and maintain good contrast between background and lettering. Standardize the typeface for all signage.

Use upper and lower combined. Using an initial upper case as a measurement guide, the following signs should be incorporated into the building design:

Youth Services	6" Letters
Checkout	4" Letters
Fiction	4" Letters
Non-Fiction	4" Letters
Magazines	4" Letters
Meeting Room	4" Letters

Individual room and book stack signs (end panels) shall have 3/4" to 1" letter sizes. Specific text of other signs shall be developed in concert with DeKalb County Public Library staff.

End Panel signs for book stacks shall be changeable message type.

Where possible, signs of a similar nature should be of identical size and should be mounted at identical heights. Unless building design prohibits, door signs shall generally be mounted at a 5'0" height (top of sign) on the wall adjacent to the door latch, 1" from the door jamb. Exceptions will be emergency exits, and doors identified as "Staff Only". Other exceptions will be discussed with library staff.

All alarmed emergency exit doors shall be signed in 1" white letters on a red background with "Emergency Exit Only, Alarm Will Sound".

The building contract should include an architect-designed cast bronze or aluminum plaque which meets the minimum standards of the National Association of Architectural Metals. This plaque shall list, at minimum, the name of the library, year of construction, the DeKalb County CEO and Commissioners in office at the time of groundbreaking, DeKalb County Public Library Board of Trustees, DeKalb County Public Library Director, Architect, and General Contractor, and Program Manager. Locate near the entrance preferably in the lobby. Provide rubbing prior to casting. Text shall be coordinated with library staff.

S. Outdoor Book Return

An exterior book return bin will remain in use, as the enclosed book return which is easily accessed by the public is not possible. In such case, two large exterior book return units may be required. The bin should be easily accessible and visible to the public.

T. Exterior Design Considerations

1. Public Entrance

Minimal improvements are anticipated to the existing building entrance. New storefront sliding door systems are recommended to improve energy efficiency, safety and security and A.D.A. compliance. The area outside the public entrance should be visible by staff from a public service desk.

Provide a secure bicycle rack for 4 bicycles near the public entrance. The bicycle rack should be in a lighted area which is under observation regularly by persons entering/exiting the building, or by staff. It is DCPL practice to not install flagpoles.

2. Exterior Materials

Exterior building materials should be maintained. Pressure washing is recommended of existing brick and masonry surfaces.

3. Exterior Lighting/Utilities

Exterior lighting is required around the entire building perimeter to allow safe nighttime access and to deter vandalism. Weatherproof, tamper-proof outlets for electricity and recessed locking hose bibs should be located on all sides of the building.

4. Landscaping

Landscaping must be discussed in the initial planning phases with DeKalb County Officials responsible for landscaping approvals. Plantings which require a minimum of maintenance should be selected. The patio to the left of the building is to be removed and replaced with landscaping. Provide for proper drainage.

Overgrown tree limbs overhanging the roof and heavy shrubs along the rear and street elevation of the building require removal prior to repairs to the roof can begin. It shall be the responsibility of the Design-Build Team to provide an opportunity for review/approval, if required, by the County arborist and/or the City of Stone Mountain prior to performing any work on the existing hardwood trees that are to otherwise remain undisturbed by the construction program.

The existing chain link fence along the west or rear elevation of the building belongs to the Library. This fence is a candidate for replacement if damaged during complete removal of the overgrown vegetation along the fence line and where these overgrown plant materials rest of the sloped roof. A swing gate is to be installed on both sides of the building to prevent unauthorized access to this area upon completion of construction.

Existing storm water drainage pipes should be cleared and re-pitched as may be necessary to prevent storm water from draining into the building from the northwest corner. All plants and shrubs on the Mimosa Drive elevation should be removed, excluding trees, unless prior approved as part of a permitted landscape plan. New plan materials are finish grading will be required to channel roof drained water from the site; to provide a solution to the area where the existing patio is removed, and; to eliminate the existing problem of extensive moisture build-up and retention on this elevation.

5. Trash Disposal

Provide an area, preferably concealed, for a trash dumpster near the library receiving area. Give special attention to maintaining easy access for trash disposal trucks.

6. Staff Entrance

Provide a staff entrance into the Deliveries/Loading Area with intercom outside connected to the central telephone answering point. Provide an overhang for weather protection and a small security window or peep-hole in the door.

U. Americans with Disabilities Act Compliance

The facility shall be designed to be compliant with U.S. Public Law 101-336 (Americans with Disabilities Act of 1990), and with Federal Rules and Regulations as promulgated in the Federal Register, Vol. 56, No 144, Friday, July 26, 1991. Where A.D.A. facility requirements vary from state and local accessibility requirements, the more restrictive requirement shall apply. A.D.A. requirements go beyond previous accessibility requirements to include increased life safety equipment, signage, desk heights, and carpet pile thickness. The Federal Register Rules and Regulations cited above should be consulted as well as Georgia State Library publications on this issue.

V. Maintenance Considerations

The facility should be designed throughout to minimize ongoing maintenance requirements. Use paints and wall coverings which are durable and easily cleaned. Wherever possible use stock catalog products from suppliers or manufacturers for items such as flooring, ceiling tiles, paints, wall coverings, upholstery, and counter laminates.

Require the general contractor or subcontractors to provide preventative maintenance manuals giving timetables for maintenance of mechanical/plumbing/electrical equipment (including supplier contacts and parts manuals), and for care and cleaning of furniture/equipment/fixtures. Contractors or subcontractors should be required to provide training in the operation and maintenance of installed systems by professionals who are familiar with those systems.

Provide an area for storage of cleaning materials and equipment, and one or more custodial closets with floor curbing and drain.

Provide corner wall/column protection throughout the facility.

Require contractors to provide "attic stock" of certain building materials for maintenance or repair, including wall coverings, ceiling tile, carpet, carpet tiles, vinyl tile, and ceramic tile (2-3% suggested).

W. Restrooms

A.D.A. compliant public restrooms should be provided adjacent to the lobby, allowing access from the multipurpose room when the rolling grille is lowered after library hours. They should be located within sight of a staff service point for easy supervision. In addition to standard items, provide the following features:

- Wall mounted commodes
- Hanging partitions with doors
- Mirrors at counter
- Electric hand dryers
- Coat hook and parcel shelf in each stall
- Diaper changing counter in both men's & women's facilities
- Partitions between men's urinals
- Toilet tissue dispensers – get specific model from Library Administration
- Large Trash Receptacles

In addition to gang style, gender specific restrooms, the addition of a family and/or gender-neutral restroom is requested.

Provide an A.D.A. compliant privacy restrooms for staff use near the Staff Rest Area.

Provide floor to ceiling ceramic tile. Screen facilities from view (even reflected) when doors are open. Proper ventilation is essential.

NOTE: Space for restrooms is not specifically called out in the summary of spaces. It is intended that the space allowed for unassignable area provide for restroom space requirements.

X. Security

During the design process, considerable attention must be given to security. The building should welcome library users, but should discourage loitering and inappropriate behaviors by providing good visual control of public seating areas and bookstack areas, and of entrances from within the building. Use of mirrors, video cameras, or other surveillance equipment is not a substitute for ease of human observation in public areas. Security measures should be unobtrusive.

Fixtures and finish materials should be resistant to vandalism and designed for easy maintenance. The Building Program does not currently include exterior site lighting only security light fixtures mounted to the building. From a performance standpoint, exterior lighting of entrances, approaches, and parking areas should be sufficient to provide a sense of security for people walking after dark, at least 2 foot candles, with higher illumination at steps and other obstructions. During the design process, DCPL will work with its County colleagues and the City of Stone Mountain to assess the level interest to include a site lighting component to the electrical scope.

Provide a video monitoring system with color cameras and 24 hour recording capability to observe parking, lobby, and various public areas. Locate the monitoring station at the checkout desk.

A well-designed alarm system, which includes after hours intruder detection as well as "panic buttons" at strategic locations, should be included. The interior of every public room should be viewable from outside the room. The public meetings room and study room should be lockable, but only from the outside. Keys to these rooms will be issued from public service desks. DCPL should be able to re-key these locks easily. Locks shall be master-keyed on the Medeco lock system.

Alarm systems, both fire alarm and intruder alarm, should include an annunciator located near the main entrance to indicate to fire fighters or police officers from where in the building the alarm was initiated.

Near the front door provide an exterior Fire Department locking key box for emergency access to the building by the DeKalb County Fire Department. This box should be recessed into the building wall.

Y. Floor Loads

This component does not require elaboration since the project is for an existing building that will not expand the building slab.

Z. Expansion

The existing building foot print and the limited size of the site will not accommodate future expansion of the building.

APPENDIX 3

PROPOSED RENOVATIONS FLOOR PLAN

Please click the link to access the following:
[Proposed Renovations Floor Plan](#)

APPENDIX 4

EXISTING CONDITIONS SURVEY

Please click the link to access the following:
[Existing Conditions Survey](#)

APPENDIX 5

TOPOGRAPHIC SURVEY FOR 952 LEON STREET

Please click the link to access the following:
[Topographic Survey for 952 Leon Street](#)

APPENDIX 6

RENOVATION & ADDITION TO SUE KELLOGG LIBRARY IN STONE MOUNTAIN, GA

Please click the link to access the following:

[Architectural Drawings: Renovation & Addition to Sue Kellogg Library in Stone
Mountain, GA
\(dated 05/27/1988\)](#)

APPENDIX 7

PHOTOGRAPHS OF EXISTING CONDITIONS

Please click the link to access the following:
[Photographs of Existing Conditions](#)