



**DeKalb County  
Department of Purchasing and Contracting**

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**SEPTEMBER 2, 2019**

**REQUEST FOR PROPOSALS (RFP) NO. 19-500510**

**FOR**

**CONSENT DECREE - CONSTRUCTION MANAGEMENT SERVICES:  
GRAVITY SEWER REHABILITATION AND REPLACEMENT**

Procurement Agent:

Mary J. Eady

Phone:

404-371-2614

Email:

[meady@dekalbcountyga.gov](mailto:meady@dekalbcountyga.gov)

**Mandatory DeKalb First LSBE Meeting:**  
(Bidders must attend 1 meeting on either  
of the dates listed.)

**September 4, 2019 & September 11, 2019**  
**4572 Memorial Drive, Decatur, Georgia 30032**  
**Main Conference Room - B**  
(Meetings are held at 10:00 a.m. and 2:00 p.m.)  
Video Conference: Utilize the link supplied on our  
webpage labeled "DeKalb First LSBE Video  
Meeting"

Pre-Proposal Conference:

**MANDATORY**  
September 9, 2019, 9:30 A.M. ET, Department of  
Watershed Management, 4572 Memorial Drive,  
Decatur, GA 30032, Conference Room A.

Deadline for Submission of Questions:

5:00 P.M. ET, September 20, 2019

Deadline for Receipt of Proposals:

3:00 P.M. ET, October 10, 2019

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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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**TABLE OF CONTENTS**

<i>Section</i>	<i>Title</i>	<i>Page</i>
I.	Introduction .....	3
II.	Scope of Work.....	6
III.	Proposal Format .....	6
	A. Rate Proposal Form .....	6
	B. Technical Proposal .....	7
	C. Local Small Business Enterprise Ordinance and Mentor Protégé Form...10	
	D. Federal Work Authorization Program .....	10
IV.	Criteria for Evaluation.....	11
V.	Contract Administration.....	11
	A. Standard County Agreement for Professional Services .....	11
	B. Submittal Instructions.....	12
	C. Pre-Proposal Conference and Site Visit .....	12
	D. Questions .....	12
	E. Acknowledgement of Addenda .....	13
	F. Proposal Duration .....	13
	G. Project Director/Contract Manager .....	13
	H. Expenses of Preparing Responses to this RFP .....	13
	I. Georgia Open Records Act.....	13
	J. First Source Jobs Ordinance .....	13
	K. Business License and Professional License .....	14
	L. Ethics Rule.....	14
	M. Right to Audit.....	14
	N. Valid Insurance, Professional Services.....	15
	O. Cooperative Procurement .....	17
	P. Funding.....	17
VI.	Award of Contract.....	17
VII.	Attachments.....	19
VII.	Exhibits	
	Project Location Map .....	Exhibit 1
	Approximate Rehabilitation/Replacement Quantities & Locations...Exhibit 2	
	Requirements for Consultant Management Consultants .....	Exhibit 3
	Firm Similar Project Experience Matrix .....	Exhibit 4
	Staff Experience Matrix .....	Exhibit 5
	Table of Acronyms and Abbreviations.....	Exhibit 6

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

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**SEPTEMBER 2, 2019**

**REQUEST FOR PROPOSAL (RFP)**

**No. 19-500510**

**FOR**

**CONSENT DECREE - CONSTRUCTION MANAGEMENT SERVICES:  
GRAVITY SEWER REHABILITATION AND REPLACEMENT**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in Construction Management (CM) Services to submit proposals to provide Construction Management Services for the Consent Decree-Construction Management Services for Gravity Sewer Rehabilitation and Replacement Contracts in various locations throughout DeKalb County.

**I. INTRODUCTION**

**A. PURPOSE**

1. DeKalb County Government (the County) is soliciting proposals from interested firms to provide Construction Management Services for Consent - Decree Gravity Sewer Rehabilitation (Sewer Rehab). The anticipated work includes pre-construction services, construction inspection services, management of meetings, production of progress reports, and other field and related services for sewer projects within the County's \$1.345 billion Capital Improvement Plan (CIP). This Request for Proposal (RFP) outlines the requirements that will be evaluated for performance of construction management services for Sewer Rehab Contracts. To meet the demands of the Consent Decree, construction activities under the Sewer Rehab Contracts are expected to spend at the estimated rates shown in Table 1 below:

***Table 1 – Expected Construction Expenditures on Sewer Rehab Contracts – 2019-2023***

<b>Period</b>	<b>Construction Amount</b>
<b>2019/2020</b>	<b>\$47 Million</b>
<b>2021</b>	<b>\$38 Million</b>
<b>2022</b>	<b>\$47 Million</b>
<b>2023</b>	<b>\$27 Million</b>

2. Work will be requested through the issuance of a Work Order that will be based on rates provided within the rate proposal. The Work Orders will specify the type of service needed and the expected time to complete each task. It is expected that the construction schedules described above will necessitate full-time dedicated CM teams. Proposers should anticipate dedicated CM teams. Proposers should anticipate that proposed staff may be required full-time for multiple years if awarded.
3. The County plans to engage the successful Proposer(s) to provide the appropriate technical, professional, and administrative staff, equipment, and systems to fully comply with CIP Program requirements as documented in the CIP Program Procedures Manuals (PPMs).
4. Proposer can partner with other consultants and/or sub-consultants to complete the required scope of work in this RFP. The “Team” and the role of each member must be clearly identified in the proposal. Local Small Business Enterprise (LSBE) requirements are covered under a separate section and every proposal must meet those requirements. No compensation will be provided by the County for preparing the proposal. Each Proposer shall submit a plan for accomplishing these objectives in the Technical Approach section of its Technical Proposal.
5. It is anticipated that one or two consultants may be awarded under this RFP and may be assigned to different regions of the County based on need. See Exhibit 1 – Project Locations Map.

## **B. BACKGROUND**

The Department of Watershed Management (DWM) is the primary provider of water and wastewater services in DeKalb County, Georgia. DWM serves a population of almost 700,000 residents, making it among the largest water/wastewater utilities in the State of Georgia and the southeastern region of the United States.

On December 20, 2011, the County reached a Clean Water Act settlement with the United States Environmental Protection Agency (EPA) and the Georgia Environmental Protection Division (EPD) in the form of a Consent Decree (CD). Capital projects that will be utilized to satisfy CD requirements will be constructed through multiple contracts, including:

1. Gravity Sewer System Rehabilitation, Replacement & Construction Design-Build Packages 1 through 4
2. Annual Water and Sewer Contracts
3. Sewer Rehab Contracts (including upsizing projects)
4. Cooperative Agreements
5. Future Procurements

Each of the above construction contracting methodologies is part of the County’s CIP Program. The above methods will be used to meet the demands of the sewer rehabilitation work identified

from the County's CD Priority Areas Sewer Assessment and Rehabilitation Program (PASARP) investigations work.

### C. PROJECT LOCATIONS

The Work will take place in various locations within DeKalb County, defined by individual Work Orders issued by the County. See Exhibit 1 – Project Locations Map for current expected project locations, subject to change.

### D. NOTICE TO PROPOSERS – POTENTIAL CONFLICTS OF INTEREST

The County reserves the right to identify any area where conflict of interest may require limitation of potential respondents.

### E. REQUIRED DOCUMENTS

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

Required Documents Checklist	Attachment
Rate Proposal Form (1 copy, separate & sealed)	B
Proposal Cover Sheet	C
Contractor Reference and Release Form	D
Subcontractor Reference and Release Form (make additional copies as needed)	E
Responder Affidavit of Compliance with O.C.G.A. § 13-10-91	F
Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91	G
First Source Jobs Ordinance (with Exhibits 1-2 only)	H
Local Small Business Enterprise Ordinance (LSBE) w/ Exhibits 1&2 and Mentor Protégé Form	I
Proposal Bond	J
Firm Similar Project Experience Matrix	-----
Staff Experience Matrix	-----
Exceptions to the Scope of Work and Sample County Agreement for Professional Services, if any	-----

**NOTE:** *Failure to complete and submit these mandatory forms with the technical proposal, will result in the responder being deemed non-responsive. Subcontractor forms are to be completed if a subcontractor will be utilized to fulfill the requirements of this contract. Failure to submit these forms, if applicable, will result in the responder's proposal being deemed non-responsive.*

### F. TERM OF AGREEMENT

The services required for this RFP shall commence within 10 calendar days after acknowledgement of receipt of a written Notice to Proceed (NTP) and shall be completed within

1,460 days. Any additional time that may be required must be approved in writing by the County. No additional remuneration will be allowed for an extension of time other than approved contract extensions.

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

## **II. Scope of Work**

The successful responder shall provide Construction Management Services for the Department of Watershed Management as described in *Attachment A, Scope of Work*, attached hereto and included herein by reference.

## **III. PROPOSAL FORMAT**

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

### **A. Rate Proposal Form**

1. The rate proposal form must be submitted in a separate, sealed envelope with the responder's name and "Rate Proposal for Request for Proposals No.19-500510 for Consent Decree-Construction Management Services: Gravity Sewer Rehabilitation and Replacement on the outside of the envelope.
2. The sealed envelope containing the rate 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 RATE PROPOSAL.** Including fees in any area outside of the Rate Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their rates on Attachment B, *Rate Proposal Form* to this RFP. Provide a Professional Services Rate Form; state firm fixed hourly rates without any level of effort for each title, including all costs, direct and indirect, administrative costs, labor, overhead, profit and all things necessary for the successful execution of Construction Management Services for the time of the Contract. No annual escalation cost will be allowed to the rates provided. Other Direct Costs (ODCs) will not be paid by the County. Any expected ODCs must be included in the hourly rates provided in the Rate Proposal. Responder shall not alter the rate proposal form.

**The billing rates will be negotiated with firm(s) selected for award of contract(s).**

### **B. Technical Proposal**

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

1. **Submittals** - Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and Request for Proposals No. 19-500510 for Consent Decree - Construction Management Services: Gravity Sewer Rehabilitation and Replacement on the outside of each envelope or box.

The Technical Proposal shall include responses to all the information requested in this RFP, except the information specifically required for the Rate Proposal Form. The Technical response submittal shall include one (1) stamped original and five (5) copies.

2. **Format** - The Technical Proposal shall be prepared on standard 8-1/2" x 11" letter size paper, with material on both sides, using 12-point font size and inserted in a standard three- hole punch notebook. Page limits (1-page, one-sided print) for the various sections of the proposal are identified herein. Ledger-sized (11" x 17") paper is allowed for purposes of organizational charts, experience matrices, etc. and are not included within the page limits. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal is imperative. The County prefers a well-planned, straightforward business presentation with brief explanations.
3. **Contents** - The Technical Proposal shall be organized as follows, with a total page limit of (37) pages, excluding the Rate Proposal Form and appendices:
  - a. Letter of Transmittal (2 pages)
  - b. Business Information (3 pages)
  - c. Executive Summary (2 pages)
  - d. Construction Management Approach (5 pages)
  - e. Experience and Qualifications of Proposer's Staff (10 pages)
  - f. Appendices
  - g. Firm Experience and Qualification (10 pages)

*Responder shall complete Attachment C, Proposal Cover Sheet, and include this as the first page of the technical proposal.*

4. **Letter of Transmittal – 2 Pages**

Letter transmitting the Proposal – information to include but not limited to identification of the team member firm (s) and a designated point of contact, including name, address, telephone number, and email address of one (1) individual to whom all correspondence regarding the proposal will be directed. Also, provide a straightforward, complete and concise description of the consultant's capabilities to satisfy the requirements outlined in this RFP.

5. **Business Information – 3 Pages**

Proposers shall include the following information at a minimum:

Statement declaring the type of business relationship the Proposer will use (i.e. Single Prime Firm, Joint Venture, etc.)

- a. The legal form and ownership of business
- b. Headquarters and other office addresses, telephone and fax numbers
- c. Size of organization including the number of employees within the State of Georgia and the United States
- d. Names, titles and other reporting relationships of key employees within the State of Georgia and the United States
- e. Provide a history of lawsuits against the Proposer and by the Proposer within the last ten (10) years. In particular, identify any lawsuit that involved the performance of services similar to the requested services and involving construction management

**6. Executive Summary – 2 Pages**

The Executive Summary should state that the proposer understands the work to be done, commitment to perform the work expeditiously, and a brief statement indicating why the proposer believes it to be best qualified to perform the engagement.

**7. Construction Management Approach – 5 Pages**

Proposer shall describe its approach to managing all activities required by this RFP. This section should include but not be limited to the following information:

- a. Delineation of roles assigned to team members and all sub-Proposers
- b. Organizational chart for the proposer team members and sub-Proposers
- c. Summary of the resources necessary to accomplish the project(s)
- d. The approach for coordination and communication with County and PMT staff
- e. The systems and methods used to support the Proposer's efforts
- f. describe the approach to managing each of the Tasks identified in the Statement of Work section of this RFP.

**8. Experience and Qualifications of Proposer's Staff – 10 Pages**

- a. Provide resumes of qualifications and experience for all key staff that the Proposer deems important for all projects. Limit key staff resumes to one page each. Resumes do not count towards page limit.
- b. Provide an experience matrix (see Exhibit 5 - Staff Experience Matrix example) that summarizes the involvement of the identified staff on projects listed in the Firm's Similar Project Experience Matrix (see above Exhibit 4).
- c. Proposer's key team members cannot be replaced by the Proposer without DWM's prior approval (key staff members are Senior Project Manager and all Construction Manager positions). DWM reserves the right to remove any staff members assigned to a project that are not deemed qualified.

**9. Appendices**

The Proposer may include information of the following nature in appendices:



- a. Information that is not specifically requested by this RFP, but which the Proposer deems important to the proposal.
- b. Potential scope tasks that are not requested by this RFP, but which the Proposer believes may be critical or potentially enhance the successful completion of the work. Should such information be provided, the Proposer shall provide a level of effort as describe herein for other tasks – but these shall remain within the appendices.
- c. Completed required documents (See page 5, E. Required Documents)
- d. Use of appendices should be carefully considered.

**10. Firm Experience and Qualifications – 10 Pages**

Describe the experience, capabilities and other qualifications of the Proposer's team (Prime and subconsultants), including but not limited to the following information:

- a. Describe the type of experience the Proposer's team (Prime and subconsultants) has performed in the seven (7) years, relative to the work described within this RFP for construction management services. Demonstrated experience should include Construction Management and Inspection of major sewer rehab projects involving CCTV, CIPP, pipe bursting, open cut replacement, point repairs and site restoration (paving, landscaping, grassing, etc.).
- b. Submit an experience matrix for the Firm(s) (Prime and subconsultants). See Exhibit 4 Firm Similar Project Experience Matrix example.
- c. Provide the Proposer's experience and performance on similar projects including client references for at least three (but no more than five) projects that the Proposer believes to be relevant.
- d. Provide name of the project, the owner, the location(s), and owner's reference including name, involvement, position, address email, and telephone number. Please be sure the contact information is accurate, even if the references are no longer with the organization for which the prior projects were done.
- e. Provide description of the project and the work/roles performed by the proposer's team members. Provide major project milestones and summary of schedule versus actual completion dates, with explanation for any significant schedule deviation.
- f. Provide summary of planned costs versus actual costs at completion, with explanation for any significant cost deviations. Please be sure references can verify this information.
- g. 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 must be submitted.) Provide year of incorporation (if applicable).

## 11. 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.

## C. DeKalb First Local Small Business Enterprise Ordinance

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
- b. It is 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>.
- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at [fbwilliams@dekalbcountyga.gov](mailto: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. In order for

a Proposal to be considered, it is **mandatory** that the *Responder Affidavit of Compliance with O.C.G.A. § 13-10-91*, Attachment F, Sub *Responder of Affidavit Compliance with O.C.G.A. § 1310-91*-, 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. Firm Experience and Qualifications (25 points)
- B. Construction Management Approach (25 points)
- C. Experience and Qualifications of Staff (40 points)
- D. Local Small Business Enterprise Participation:  
 (10 points LSBE/DeKalb)  
 (5 Points LSBE/MSA)  
 (2 Points LSBE/GFE)
- E. Oral Interviews (if granted) (10 points) *Optional*

The County reserves the right to conduct optional interviews with all responders or a short-listed group of responders. The Evaluation Committee may award a maximum of ten (10) points to each interviewed responder. If the County determines that it is in its best interest to develop a short list of responders for interview, it shall be based on the following calculation:

- 1. Highest Responder Score – Interview Points = Short Listed Score
  - a. Example: 91 - 10 = 81. Any responder with a score of 81 or greater would be interviewed.

#### V. CONTRACT ADMINISTRATION

- A. **Standard County Standard County Agreement for Professional Services** - The attached sample contract is the County's standard contract document (see Attachment K), 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 five (5) copies stamped "Copy", with each containing an identical copy of the Technical Proposal (do not include the Rate Proposal). Also, include one (1) original Technical Proposal on Flash**

**Drive. Must be submitted to the following address no later than 3:00 p.m. on October 10, 2019:**

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

**RATE PROPOSAL MUST BE INCLUDED IN SEPARATE SEALED ENVELOPE AS INDICATED IN SECTION III. RATE PROPOSAL FORM**

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 19-500510 for Consent Decree – Construction Management Services: for Gravity Sewer Rehabilitation and Replacement" 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 proposal 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 proposal will not be accepted.

**C. Pre-Proposal Conference**

A mandatory pre-proposal conference will be held at **9:30 a.m.** on the **9<sup>th</sup>** day of **September 2019** at Department of Watershed Management, 4572 Memorial Drive, Decatur, Georgia 30032. Responders are **required** to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Mary J. Eady, CPPO at 404-371-2614 or insert [meady@dekalbcountyga.gov](mailto:meady@dekalbcountyga.gov).

**D. Questions**

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Mary J. Eady, CPPO, via email to [meady@dekalbcountyga.gov](mailto:meady@dekalbcountyga.gov), no later than close of business on **September 20, 2019**. 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 mandatory addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Mary J. Eady, CPPO at 404-371-2614 or send an email to [meady@dekalbcountyga.gov](mailto:meady@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, [www.dekalbcountyga.gov/formalbids](http://www.dekalbcountyga.gov/formalbids).

#### **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](http://www.worksourcedekalb.org) or 404-687-3400.

#### **K. Business License and Professional License**

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. 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. If responder holds a professional certification issued by the state of Georgia, then responder shall submit a copy of its valid professional license. 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. Insurance for Professional Services**

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. 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. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - e) 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
2. Additional Insured Requirement:
  - a) 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

- b) 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 Contractors. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - c) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - d) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. The Contractor shall provide Fidelity Bond coverage. Coverage limits shall not be less than the amount scheduled in the contract.
  4. Certificates of Insurance must be executed in accordance with the following provisions:
    - a) Certificate to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
    - b) Certificates to contain the location and operations to which the insurance applies;
    - c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
    - d) Certificates to contain Contractor's contractual liability insurance coverage;
    - e) Certificates are to be issued to:

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

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. 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, excluding Professional E&O.
8. 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. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

9. 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.
10. 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. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

#### **O. 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.

#### **P. Funding**

Funding for this contract may be provided under the Water Infrastructure Finance and Innovation Act (WIFIA) and performance of the contract, in whole or part, may be contingent and subject to availability of such funding under WIFIA to DeKalb County, Georgia. Proposers should become familiar with all laws, ordinances, rules, and regulations applicable to the execution and performance of the contract subject to WIFIA; not limited to the Davis Bacon Act, Buy American Act, and Disadvantage Business Enterprise Participation requirements.

### **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,

---

Mary J. Eady, CPPO  
Procurement Agent, Senior  
Department of Purchasing and  
Contracting

## **VI. ATTACHMENTS**

Attachment A:	Scope of Work
Attachment B:	Rate Proposal Form
Attachment C:	Proposal Cover Sheet
Attachment D:	Contractor Reference and Release Form
Attachment E:	Subcontractor Reference and Release Form
Attachment F:	Responder Affidavit of Compliance with O.C.G.A. § 13-10-91
Attachment G:	Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91
Attachment H:	First Source Jobs Ordinance Information with Exhibits 1-4
Attachment I:	Local Small Business Enterprise Ordinance (LSBE) w/ Exhibits 1&2 and Mentor Protégé Form
Attachment J:	Proposal Bond
Attachment K:	Sample County Agreement for Professional Services
Exhibit 1:	Project Locations Map
Exhibit 2:	Approximate Rehabilitation/Replacement Quantities & Locations
Exhibit 3:	Requirements for Consultant Management Consultants
Exhibit 4:	Firm Similar Project Experience Matrix (Sample)
Exhibit 5:	Key Staff Matrix (Sample)
Exhibit 6:	Table of Acronym and Abbreviation

## **ATTACHMENT A**

### **SCOPE OF WORK**

The Consultant shall provide CM and/or inspection services of work within the Sewer Rehab Contracts, as requested by the County. The Sewer Rehab Contracts are comprised of constructing improvements to the County's Sanitary Sewer collection lines and manholes by point repairs, Cured in Place Pipe (CIPP), pipe bursting, and open cut techniques of rehabilitation and replacement, including associated surface restoration and paving. The County intends to utilize multiple Sewer Rehab Contracts to construct the CD Gravity Sewer Rehabilitation/Replacement work. These construction contracts use Work Orders to define specific scopes of work. Each Work Order will vary in size from a few hundred thousand to several million dollars. Similarly, the CM Services sought in this RFP will also be assigned on a Work Order basis that varies in size and amounts. CMs are to adjust staffing as needed to match the Contractor's work. Pricing shall be in accordance to the bid hourly rates in the Contracts, via Work Order draft(s). The Consultant shall return the priced draft

Work Order(s) to DWM for approval, with schedule for completion. The County and the Contractor shall agree on the Work Order(s). The Work Order(s) will then be signed, and the contractor will be issued a Notice to Proceed.

The exact timing and size of work assignments related to a Contractor's Work Orders is unknown at this time. However, CM will be expected to provide qualified staff to perform the work within two weeks of agreed upon Work Order.

Construction Management Services will include, but not be limited to, providing administrative management and/or management assistance throughout construction; reviewing and monitoring of construction methods and schedules provided by Construction Contractors; providing Quality Assurance/Quality Control (QA/QC) construction monitoring; reviewing contractor's shop drawings and submittals; conducting warranty inspections of all construction based on approved specifications; as-built development and monitoring; reviewing pay applications and making recommendations; inspecting and verifying stored materials; reviewing Requests for Information (RFI's), Request for Change Proposals (RFCP's), Field Orders (FO's) and change orders; reviewing and managing punch- list items; developing and submitting asset management reports; coordinating start-ups and training; reviewing and approving Operation and Maintenance (O&M) manuals; and observing construction to ensure design compliance.

Construction Management Contractor will be required to provide office space for all CM staff. Office space will not be provided by DeKalb County. DeKalb County will not pay for travel time to and from the office.

The Scope of Work shall include the following major phases with specific items and conditions:

- Pre-Construction Services
- Construction Inspection and Other Field Services
- Meetings and Progress Report

## 1. Pre-Construction Services

- a. Review the design documents, pre-work Closed Circuit Television (CCTV) review, and make recommendations to County and Engineer as to constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documentation among other work; and as to the separation of the Project into Work Orders. The recommendations resulting from such review shall be provided to County and Engineer in writing or as notations on the design documents. CM's actions in making such reviews and recommendations as provided herein are to be advisory only to County and to Engineer.
- b. Review the Contractors' Work Order proposals for completeness and accuracy. Accordingly, CM does not represent or guarantee that proposals, bids or actual construction costs will not vary from its estimate.
- c. Review the Contractors' Work Order schedules for content, detail and reasonableness. Provide recommendations and comments to the County to be addressed by the Contractors. Assist County, in conjunction with Engineer, in conducting pre-bid conferences. These conferences shall be forums for County, CM and Engineer to explain the Project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, contractor interfaces, County's administrative requirements and technical information.
- d. Assist DWM with providing answers to contractor's questions.
- e. Assist the DWM Project Manager (PM) with preparation of addenda regarding construction related issues.
- f. Review addenda for constructability, for effect on the Project and Construction Budget, scheduling and time of construction, and for consistency with the related provisions as documented in the bid documents.
- g. DeKalb County has implemented a central SharePoint Online Office 365 (version 2016) platform for managing CIP project workflows and documents. The SharePoint platform is used by DeKalb County for all project phases, specifically, planning, design and construction. The CM shall utilize the DeKalb County's SharePoint system to ensure that DWM's document management strategy is maintained and all CIP project documents generated are captured for the CIP program. The CM will be the gatekeeper for all documents entered into the SharePoint platform by the Contractor, to monitor and track in order to ensure all responses are provided within the specified timeframe.

- h. In the event of a conflict of opinion between the Construction Manager and the Engineer as to any matter in which both the CM and Engineer are to provide opinions, the opinion of the Engineer shall control.

2. Construction Inspection and Other Field Services

- a. Observe and inspect the work performed by the Contractor for completion in conformance with the existing Contract Documents.
- b. Reject any portion of the work and transmit to County, Engineer and Contractor a notice of nonconforming work when it is the opinion of CM, County, or Engineer that such work does not conform to the requirements of the Contract Documents. CM is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to approve or accept any portion of the Work not conforming to the requirements of the Contract Documents. Communication between CM and Contractor with regard to quality review shall not in any way be construed as binding CM or County or releasing the Contractor from performing in accordance with the terms of the Contract Documents. CM will not be responsible for, nor does CM control, the means, methods, techniques, sequences and procedures of construction for the Project. It is understood that CM's action in providing quality review under this Agreement is a service of CM for the sole benefit of County and by performing as provided herein, CM is not acting in a manner so as to assume responsibility of liability, in whole or in part, for all or any part of the construction for the Project. No action taken by CM shall relieve the Contractor from its obligation to perform the work in strict conformity with the requirements of the Contract Documents, and in strict conformity with all other applicable laws, rules and regulations. In the event of a conflict of opinion between the CM and the Engineer as to whether such work shall be rejected, the opinion of the Engineer shall control.
- c. Document the work performed by the Contractor and prepare daily inspection reports that track labor and equipment on the job site, work in progress, work completed, discrepancies, discussions, inspections, test results, weather, and other pertinent information.
- d. Issue field directives and work change directives to the Contractor, as required, to clarify construction issues. Submit field and work change directives to County for approval, prior to issuing to the Contractor.
- e. Technical inspection and testing provided by others shall be coordinated by CM. CM shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to Engineer and DWM unless the Engineer has

specified other procedures to analyze or manage the field data and how the CM will receive the inspection or testing information. CM shall not be responsible for providing, nor shall CM control, the actual performance of technical inspection and testing. CM is performing a coordination function only and CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of such inspection and testing.

- f. Establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As County's representative at the construction site or at the field site of the infrastructure condition assessment activity, CM shall be the party to whom all such information shall be submitted unless required differently as referenced above for technical inspections or testing.
- g. Maintain a complete set of project contract documents, including a copy of the approved drawings, specifications, addenda, written communications, and meeting minutes.
- h. Receive from the Contractor, warranties and guarantees for materials and equipment installed in the Project. CM shall deliver this information to County and shall provide a copy of the information to Engineer.
- i. Update (or redline) the Project plans on a daily basis.
- j. Record and catalog digital photographs of construction work in progress.

Review survey layout, grades, elevations, and staking and notify the Contractor of any potential conflicts.

- k. Act as the point-of-contact (POC) for site visitors, regulators, Permitting Agency inspectors, special inspectors, utility crews and other at the construction site.
- l. Coordinate the issuance of construction safety equipment and apparel (i.e., identifying badges, hard hats, safety vests, etc.) to all visitors to the construction site.
- m. Verify that the Contractor has provided evidence that required permits, bonds, and insurance have been obtained.
- n. Conduct periodic orientation program on the required Health and Safety Plan and other project safety protocols at the construction site.

- 24



- i. Schedule, participate and lead the weekly construction progress and planning meetings with representatives of DWM.
- ii. Prepare and distribute construction progress meeting agendas.
- iii. Prepare draft construction progress meeting minutes and distribute them within five (5) calendar days following the meetings.
- iv. Revise the construction progress meeting minutes per DWM comments.
- v. Distribute the final construction progress meeting minutes within five (5) calendar days of receiving the review comments.

d. Schedule of Values

- i. Evaluate, in conjunction the County, the Schedule of Values for each Work Order provided by the Contractor. The Schedule of Values are the basis for allocation of the contract value to the construction activities shown on the Contractors' construction schedules, and the sum of the cost of the construction activities shall equal the total construction cost of the Work Order.
- ii. Review the contract cost allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents and Work Order.
- iii. Prepare a memorandum which summarizes the findings of such review and outlines the basis, as established in the Contract Documents, for assessing actual progress of accepted work for the purpose of verifying progress payments to the Contractor within five (5) calendar days after receipt of proposed Schedules of Values.

e. Construction Schedule

- i. Review and comment on the Contractors' Construction Schedule and verify that the schedule is prepared in accordance with the requirements of the Contract Documents, outlining the proposed construction activities and its inter- relationship with the continuing operations.
- ii. Monthly, review the progress of construction of the Contractor, evaluate the percentage complete of each construction activity as indicated in the Contractor's Construction Schedule and review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule report that shall be prepared and distributed to the

Contractor, County and Engineer by CM. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. CM shall advise and make recommendations to County concerning the alternative courses of action that County may take in its efforts to achieve Contract compliance by the Contractor.

- iii. Require the Contractor to prepare and submit a recovery schedule as specified in the Contract Documents.

f. Contractor Submittal Review

- i. Collect, review for completeness and submit Contractor submittals for approval in accordance with the Contract Documents.
- ii. Forward to Engineer for review through the DWM SharePoint system, approval or rejection, as appropriate, the request for clarification or interpretation, shop drawing, sample, or other submittal, along with CM's comments. CM's comments shall not relate to design considerations, but rather to matters of cost, scheduling and time of construction, and clarity, consistency, and coordination in documentation. CM shall receive from Engineer and transmit to the Contractor, all information so received from Engineer.
- iii. Track all Contractor submittals including requests for information, shop drawings, samples and other submittals or products substitutions to determine the anticipated effort on compliance with project requirements, construction budget and schedule.
- iv. Many of the projects covered under these CM Services are planned to be partially funded with U.S. EPA and/or State of Georgia loans, therefore the CM will be required to review, compile, report and track American Iron and Steel Requirement reporting to these agencies as well as any other federal reporting requirements as part of the loan programs.

g. Construction Safety Plan Review

- i. Review the Contractor's safety plan submittals for thoroughness and conformance with regulatory requirements. CM shall not be responsible for any Contractor's implementation of or compliance with its safety programs, or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above with

other Contractors performing the Work at the site. CM shall not be responsible for the adequacy or completeness of any Contractor's safety programs, procedures or precautions

h. Field Order for Construction Project

- i. The Construction Contracts are Unit Price based Contracts. Changes are added to the Work Order by Field Order. The CM will verify the additional items are required for the work, prepare and issue a RFCP to the Contractor(s) for added Unit Price or lump sum items, receive and review the Contractors' proposals, negotiate and recommend the new prices to the DWM and receive DWM approval, prepare the Field Order and submit it to DWM for approval.

i. Work Order/ Progress Management

- i. Track contractor's progress on each Work Order and log data on the Consent Decree Asset Tracking Log. Submit this Log weekly to DWM.
- ii. Post- work CCTV review to verify work completed prior to progress payment.

J. Construction Progress Payment

- i. Review the Contractor's submitted monthly payment requests for compliance with the Construction Documents.
- ii. Measure and verify the completion of all items on the Contractor's submitted monthly payment requests and make a recommendation on approval for payment. The request for payment will include an updated version of the percentage completion of items on the Schedule of Values.
- iii. Review and submit the contractor submitted monthly utilization reports.
- iv. Submit monthly recommendations for payment for County approval.
- v. Verify and report on the completion of all items for the final construction progress payment.
- vi. Verify construction progress schedule and updates prior to release of payment recommendation.
- vii. Many of the projects covered under these CM Services are planned to be partially funded with U.S. EPA and/or State of Georgia loans, therefore the CM will be required to review, compile, report and track Davis-Bacon Act reporting

to these agencies as well as any other federal reporting requirements as part of the loan programs.

k. Final Inspection and Project Closeout

- viii. Upon Substantial Completion of the project, in consultation with Engineer, prepare a draft punch list of items to be completed.
- ix. Coordinate with the Contractor, Engineer and County for a final inspection meeting at the construction site to review the draft punch list activities.
- x. Review and incorporate comments from this inspection meeting to create a final punch list.
- xi. Distribute the final punch list to all parties within five (5) calendar days after the final inspection meeting. While the contractor works on resolving each item, inspect and observe the punch list items and note the completion dates at the construction site.
- xii. Coordinate with the Contractor, Engineer and County to arrange a final inspection follow-up meeting at the site to review completion of the items on the punch list.
- xiii. Provide a checklist identifying completion of all items on the punch list within fifteen (15) calendar days after the final construction inspection at the site.
- xiv. Coordinate with the Contractor to ensure that all field markups, field-maintained construction documentations, survey data, etc., are incorporated into the record drawings.
- xv. Conduct a final review of Contractor completed record drawings to ensure completeness and accuracy.
- xvi. Submit a written report on the quality and completeness of the record drawings.
- xvii. Submit a draft copy of the record drawings to Engineer and County for review and comments.
- xviii. Coordinate with the Contractor to incorporate Contractor's comments into a final set of record drawings and resubmit to Engineer and the County for review and approval.

- xix. Submit a report summarizing the corrective actions and items that were included in the final record drawings.
- xx. Collect from the Contractor and review for completeness all final closeout documentations; in accordance with the Contract Documents. Examples of final closeout documentations include, but are not limited to, final affidavit of amount paid, final monthly utilization reports, and final record drawings, etc.
- xxi. Compile two (2) sets of the comprehensive project files. One (1) set will be submitted to County and the other set will be kept by CM. The file will include, at a minimum, all the submittals, change orders, all written correspondence and documentations, drawings, permits, photographs (digital), test results, daily reports, work directives, and warranties, etc.
- xxii. Construction Manager is required to update DWM's CD PASARP rehab pipe list in SharePoint upon completion of the contractor's work on weekly basis at a minimum. The update will include date rehab completed, type of rehab and other pertinent information associated with the pipe segment. The SharePoint pipe list is used as a CD rehab status tracking tool by DWM.

1. Conflict with Option of Engineer

- a. In the event of a conflict of opinion between the Construction Manager and the Engineer as to any matter in which both the CM and Engineer are to provide opinions, the opinion of the Engineer shall control.

**ATTACHMENT B**

**RATE PROPOSAL FORM**

(consisting of 2 pages)

**CONSENT DECREE – CONSTRUCTION MANAGEMENT SERVICES – GRAVITY  
SEWER REHABILITATION /REPLACEMENT CONTRACTS**

**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. 19-500510 Consent Decree - Construction Management Services: Gravity Sewer Rehabilitation and Replacement Contracts" 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 B**  
**RATE PROPOSAL FORM**

**Responder:** State a FIRM FIXED HOURLY RATES for all costs, direct and indirect, administrative costs, and all things necessary for RFP 19-500510 Consent Decree - Construction Management Services: Gravity Sewer Rehabilitation and Replacement Contracts.

<b>CONSTRUCTION MANAGEMENT CD PASARP GRAVITY SEWER REHABILITATION/REPLACEMENT PACKAGES</b>	
<b>ROLE</b>	<b>BILLING RATE (\$/HR)</b>
Project Principal	
Construction Manager	
Construction Inspector	
Document Controller	
Administrative Assistant	
Project Engineer	

**NOTES:**

1. All ODCs shall be included in the Billing Rates you provide. No separate payment will be allowed for office space, supplies, transportation, etc.
2. There shall be no Billing Rate escalation for the life of the Contract.

**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 <u>RFP No. 19-500510 Consent Decree - Construction Management Services: Gravity Sewer Rehabilitation and Replacement</u> Contracts described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <b>October 10, 2019</b> until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.</p> <p><b>CAUTION:</b> 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 pre-construction services, construction inspection services, construction meeting management, production of progress reports, and other field and related services for major sewer projects.

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**  
**SUB-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 F****RESPONDER AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the 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 G****SUB-RESPONDER AFFIDAVIT OF COMPLIANCE WITH 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

Consent Decree - Construction Management Services: Gravity Sewer Rehabilitation and Replacement  
Name of Project

DeKalb County Georgia Government  
Name of Public Employer

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

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

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

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

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

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

**ATTACHMENT H**

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

**EXHIBIT 1**  
**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

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

**CONTRACTOR OR BENEFICIARY INFORMATION:**

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

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Email

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

Please answer the following questions:

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

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

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

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 2**

**NEW EMPLOYEE TRACKING FORM**

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

**Address** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

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

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

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

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

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

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

**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.**

**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**

## EMPLOYMENT ROSTER

### DeKalb County

[illegible]



**ATTACHMENT I****DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS 1 – 2****SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
OPPORTUNITY TRACKING FORM**

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark

will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then

the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

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

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

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

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

**EXHIBIT 1**

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

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

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

SOLICITATION NUMBER: RFP 19-500510

TITLE OF UNIT OF WORK: Consent Decree - Construction Management Services: Gravity Sewer Rehabilitation and Replacement

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.

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

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

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

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

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

Please attach additional pages, if necessary.

**EXHIBIT 1, 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 <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

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

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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 1, 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 Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

**1. Non-Discrimination Policy**

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

## 2. **Commitment**

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

Firm Name (Please Print):

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Firm's Officer:

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(Authorized Signature and Title Required)	Date
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Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

---

Notary Public

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



**EXHIBIT 2****LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
PROVIDING MATERIALS OR SERVICES**

Instructions:

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

**To:** \_\_\_\_\_  
**(Name of Prime Contractor Firm)**

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

**RFP Number:** 19-500510

**Project Name:** Consent Decree - Construction Management Services: Gravity Sewer Rehabilitation and Replacement

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



**DEKALB FIRST  
LOCAL SMALL BUSINESS ENTERPRISE PROGRAM  
MENTOR- PROTÉGÉ INITIATIVE**

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

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

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

**Mentor**

**Protégé**

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

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

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

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

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

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

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

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



## Mentor-Protégé Information

Please Submit this Form with your Mentor-Protégé Agreement.  
LS-9

## DeKalb First Program

Purchasing and Contracting Department

Name of Bid: \_\_\_\_\_  
ITB or RFP # \_\_\_\_\_

MENTOR INFORMATION			
Reporting Period (Mm/DD/YY)	From: _____ To: _____		
Name:	_____		
Title:	_____	_____	_____
Company Name:	_____	Phone:	_____
Office Assistant	Phone: _____		
Email, Fax & Website:	Email: _____	Fax: _____	Website: _____
PROTÉGÉ INFORMATION			
Name:	_____		
Title:	_____	_____	_____
Company Name:	_____	Phone:	_____
Office Assistant	Phone: _____		
Email, Fax & Website:	Email: _____	Fax: _____	Website: _____
<b>Prime Contractor Approval</b>  Signature: _____  Title _____  Date _____		<b>LSBE Sub Contractor Approval</b>  Signature: _____  Title _____  Date _____	
Please Submit this Coversheet with your Mentor-Protégé Agreement.			

**DEKALB COUNTY GOVERNMENT  
REQUIREMENTS FOR THE  
MENTOR- PROTÉGÉ PROGRAM AGREEMENT**

**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:

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

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

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

## **FIRST SOURCE JOBS ORDINANCE INFORMATION**

### **EXHIBIT 2**

### **NEW EMPLOYEE TRACKING FORM**

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

**Address** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

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

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

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

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

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

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

**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.**

**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**

## EMPLOYMENT ROSTER

### DeKalb County

[illegible]

**ATTACHMENT J**

**PROPOSAL BOND**

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 10% of the Principal's Proposal 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 19-500510 Consent Decree-Construction Management Services: Gravity Sewer  
Rehabilitation and Replacement.

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) days 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 and  
Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent  
(100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and  
furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be  
and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to  
comply with any or all of the foregoing requirements within the time specified above, immediately  
pay to the aforesaid DeKalb County, Georgia, upon demand, the amount



hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

**PRINCIPAL**

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

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

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

ATTEST:

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

**SURETY**

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

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

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

WITNESS:

\_\_\_\_\_

*[Attach Original Power of Attorney]*

**ATTACHMENT K**

**SAMPLE COUNTY AGREEMENT FOR PROFESSIONAL SERVICES**

SAMPLE

**ATTACHMENT K**  
**SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES**  
**DEKALB COUNTY, GEORGIA**

THIS AGREEMENT 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 referred to as the “County”), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide \_\_\_\_\_ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

**ARTICLE I. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, 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 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2024, 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.

**ARTICLE III. PAYMENT**

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 XXXXXXXXXX (\$XXXXXXXXXX), 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 B, the Rate Proposal, consisting of (2) 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. Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:  
 DeKalb County, Georgia  
 Attention: “USER DEPARTMENT”

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

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

#### **ARTICLE IV. STATEMENT OF WORK**

The Contractor agrees to provide all **Consultant** services in accordance with the County's Request for Proposals (RFP) No. **19-500510 for Consent Decree - Construction Management Services: Gravity Sewer Rehabilitation and Replacement**, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

#### **ARTICLE V. GENERAL CONDITIONS**

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

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

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **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.

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

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

**G. Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The 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. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**H. Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete

defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. 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. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - (e) 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

2. Additional Insured Requirement:

- (a) 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.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.

- (c) 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.
- 3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
- 4. Certificates of Insurance must be executed in accordance with the following provisions:
  - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be **issued** to:  
**DeKalb County, Georgia**  
**Director of Purchasing & Contracting**  
**The Maloof Center, 2<sup>nd</sup> Floor**  
**1300 Commerce Drive**  
**Decatur, Georgia 30030**
- 5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- 7. 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, excluding Professional E&O.
- 8. 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. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 9. 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.
- 10. 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. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

K. **Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. 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. 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. 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. 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.

M. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

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

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance and Preferred Employees** 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. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.



Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the 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 its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change 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 shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

T. **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.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the 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  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to:

Acting Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to:

Director of the Finance Department

1300 Commerce Drive  
Decatur, Georgia 30030

**If to the Contractor:**


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V. **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.

W. **Controlling Provisions** 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 provisions of the County's RFP; and the Contractor's Response thereto.

X. **Federal and/or State Funding/Law** Without limiting the General Requirements attached hereto as Attachment A or any other provision herein concerning the applicability of certain laws, ordinances, rules and regulations, Contractor has been explicitly informed and understands that the following laws, ordinances, rules and regulations apply to the execution and performance of all parts of this Contract, the Project and the Work: 33 U.S.C. 3914; Davis Bacon Act, 40 U.S.C. 3141 *et seq.*; National Environmental Policy Act of 1969, 42 U.S.C. 4321 *et seq.*; Archeological and Historic Preservation Act, 16 U.S.C. 469-469c; Clean Air Act, 42 U.S.C. 7401 *et seq.*; Clean Water Act, 33 U.S.C. 1251 *et seq.*; Coastal Barrier Resources Act, 16 U.S.C. 3501 *et seq.*; Coastal Zone Management Act, 16 U.S.C. 1451 *et seq.*; Endangered Species Act, 16 U.S.C. 1531 *et seq.*; Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order 12898, 59 FR 7629, February 16, 1994; Floodplain Management, Executive Order 11988, 42 FR 26951, May 24, 1977, as amended by Executive Order 13690, 80 FR 6425, February 4, 2015; Protection of Wetlands, Executive Order 11990, 42 FR 26961, May 25, 1977, as amended by Executive Order 12608, 52 FR 34617, September 14, 1987; Farmland Protection Policy Act, 7 U.S.C. 4201 *et seq.*; Fish and Wildlife Coordination Act, 16 U.S.C. 661-666c, as amended; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 *et seq.*; National Historic Preservation Act, 16 U.S.C. 470 *et seq.*; Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*; Wild and Scenic Rivers Act, 16 U.S.C. 1271 *et seq.*; Debarment and Suspension, Executive Order 12549, 51 FR 6370, February 21, 1986; Demonstration Cities and Metropolitan Development Act, 42 U.S.C. 3301 *et seq.*, as amended, and Executive Order 12372, 47 FR 30959, July 16, 1982; Drug-Free Workplace Act, 41 U.S.C. 8101 *et seq.*; New Restrictions on Lobbying, 31 U.S.C. 1352; Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under 42 U.S.C. 7606 and 33 U.S.C. 1368, and Executive Order 11738, 38 FR 25161, September 12, 1973; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*; Age Discrimination Act, 42 U.S.C. 6101 *et seq.*; Equal Employment Opportunity, Executive Order 11246, 30 FR 12319, September 28, 1965; Section 13 of the Clean Water Act, Pub. L. 92-500, codified in 42 U.S.C. 1251; Section 504 of the Rehabilitation Act, 29 U.S.C. 794, supplemented by Executive Orders 11914, 41 FR 17871, April 29, 1976 and 11250, 30 FR 13003, October 13, 1965; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*; and Participation by Disadvantaged Business Enterprises in Procurement under EPA Financial Assistance Agreements, 73 Fed. Reg. 15904.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

**DEKALB COUNTY, GEORGIA**

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Reginal D. Wells, Director  
Department of Watershed Management

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

\_\_\_\_\_  
Date

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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