



## Department of Purchasing and Contracting

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

**September 13, 2021**

**INVITATION TO BID (ITB) NO. 21-101413**

**FOR**

**SIDEWALKS AND ROADWAYS  
(MULTIYEAR CONTRACT)**

**DEKALB COUNTY, GEORGIA**

Procurement Agent:	Jennifer Schofield
Phone:	404.687.4042
Email:	<a href="mailto:jschofield@dekalbcountyga.gov">jschofield@dekalbcountyga.gov</a>
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed in person or via video conference.)	September 15, 2021, September 22, 2021 (Meetings are held at 10:00 a.m. and 2:00 p.m.) Utilize the link supplied on our webpage <a href="https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program">https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program</a>
Pre-Bid Conference and Site Visit:	September 29, 2021, 11:00 AM Zoom-- <a href="https://dekalbcountyga.zoom.us/j/83819241125">https://dekalbcountyga.zoom.us/j/83819241125</a>
Deadline for Submission of Questions:	5:00 P.M. ET, October 1, 2021
Bid Opening:	<u>3:00 P.M. ET, October 14, 2021</u>
Price Schedule Opening:	3 – 5 Business days after Bid Opening
<b>Bid Bond Required?</b>	<b>YES</b>

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

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

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## INVITATION TO BID OVERVIEW

### PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB No. 21-101413, Sidewalks and Roadways (Multiyear)** from responsible bidders. The projects to be assigned by the County under this contract include but are not limited to sidewalks, drainage improvements, minor road improvements, bike lanes, multi-use trails, curb and shoulder improvements and all work associated with Sidewalk and Roadway Construction. Contractor shall furnish all transportation, shipping, materials, supplies, parts, equipment, apparatus and services to provide a multiyear service contract for Sidewalk and Roadway Construction in accordance with the testing, inspection, tools, supervision, labor, engineering, technical knowledge, skills, and all things necessary in the enclosed "Minimum Specifications". Contractors must have at least five (5) years of experience doing work with a similar scope. It is the intent of the County to award a Multiyear Contract, for a total of three (3) years.

### GENERAL INFORMATION:

#### BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	September 13, 2021
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	September 15, 2021, September 22, 2021 (Meetings are held at 10:00 a.m. and 2:00 p.m.) Utilize the link supplied on our webpage <a href="https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program">https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program</a>
Pre-Bid Conference:	September 29, 2021, 11:00 AM, Zoom <a href="https://dekalbcountyga.zoom.us/j/83819241125">https://dekalbcountyga.zoom.us/j/83819241125</a>
Deadline for Submission of Questions:	5:00 P.M. ET, October 1, 2021
Bid Opening:	<u>3:00 P.M. ET, October 14, 2021</u>
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 60 days from and including the bid opening date.
<b>Bid Bond Required</b>	<b>YES</b>

#### **Sealed bids are to be addressed and delivered to:**

DeKalb County Department of Purchasing and Contracting  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030, not later than **3:00 P.M. ET, October 14, 2021**

**\*\*\*PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD\*\*\*DO NOT INCLUDE PRICING ON THE USB FLASH DRIVE\*\***

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents with the exception of the price schedule) stamped "Original" and **one copy on USB Flash Drive** to the address listed above.

CONTACT PERSON:

The contact person for this bid is **Jennifer Schofield, Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at 404.687.4042 or via email at [jjischofield@dekalbcountyga.gov](mailto:jjischofield@dekalbcountyga.gov). Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

QUESTIONS:

**All requests must be in writing.** Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on October 1, 2021.**

ADDITIONAL INFORMATION/ADDENDA:

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

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## INVITATION TO BID PROCEDURES

### A. BIDDER INFORMATION:

1. **FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.**
2. Failure to return all pages of this Invitation to Bid may result in bid being deemed non-responsive.
3. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
4. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
5. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
6. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
8. Bid Withdrawal  
Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.

9. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

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

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

12. Federal Work Authorization

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

13. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.
- b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact a LSBE Program representative, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

14. First Source Jobs Information

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

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

15. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

16. Required Signatures

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

17. 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.

## 18. Business and Professional Licenses

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

### **B. BID SUBMITTAL:**

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. **BID GUARANTEE TO ACCOMPANY BID**  
Each Bid must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the amount of the Bid. The Bid Guarantee may be in the form of an official bank check payable to DeKalb County, or a Bid Bond in the form provided in the Bid Document Package. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.
4. **TIME AND LIQUIDATED DAMAGES**  
Time is an essential element of the Contract, and any delay in the Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of the work will always increase the cost of engineering. For this reason, it is important that the Work be pressed vigorously to completion. Should the contractor, fail to complete the Work within the time stipulated, charges shall be assessed against any money due or that may become due the Contractor in accordance with GDOT Section 1.08.08, Failure or Delay in Completing Work on Time and can be found at this link: <http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/ss108.pdf>, page 6.
5. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
6. **PAYMENT AND PERFORMANCE BONDS**  
Prior to beginning construction, the successful Bidder will file with the County a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the County; and furnish satisfactory proof of carriage of the insurance required.



7. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB No. 21-101413, Sidewalks and Roadways (Multiyear Contract)"** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

**A. Contract Award:**

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. It is the intent of the County to award a Multiyear Contract, for a total of three (3) years.
4. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
5. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible.

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## GENERAL TERMS AND CONDITIONS

- A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted bid; and the County's ITB.
- B. The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.

### C. DELIVERY:

Delivery of services or goods will commence within ten (10) days from and including the date of the Notice to Proceed and/or from the date of the executed Work Authorization.

Bidder state agreement: Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cellular Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

### D. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

#### **E. FOREIGN PRODUCTS:**

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

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

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

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#### **F. COUNTY REQUIREMENT:**

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

#### **G. WARRANTY AND/OR GUARANTY:**

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

#### **H. SAMPLES & TESTING:**

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

#### **I. LITERATURE:**

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

## **J. SILENCE OF SPECIFICATIONS:**

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

## **K. CONTRACT PURCHASE AGREEMENT:**

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

## **L. TERM (Bidder shall not fill in the blank in this section. This portion shall be completed by the Department of Purchasing and Contracting upon the acknowledgement of receipt of the Notice to Proceed)::**

The Contractor shall commence the Work under this Contract within ten (10) days from the Notice to Proceed ("Commencement Date"). 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 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 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.

## **M. PRICING:**

1. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.
2. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
  - To Contractor's customers.
  - In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph I. as stated within the ITB.

3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030.
4. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

#### **N. PAYMENT:**

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing DeKalb County Purchase Order (PO) and/or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.
2. As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

3. Invoice(s) and Notice(s) must be submitted as follows:

a. Original Invoice(s) must be submitted to:

Accounts Payable  
DeKalb County Department of Finance  
1300 Commerce Drive, 3<sup>rd</sup> Floor  
Decatur, GA 30030

With a copy to the County Representative(s) listed below or to any other authorized designee from the department requesting the Work:

**Public Works – Transportation:**

DeKalb County Transportation Division  
1950 West Exchange Place, Rm 400  
Tucker, GA 30084

**Recreation, Parks and Cultural Affairs:**

**DeKalb County Parks and Recreation**  
1950 West Exchange Place, #4  
Tucker, GA 30084

For notices:

Chief Financial Officer  
DeKalb County Department of Finance  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

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).

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

#### **O. ACCURACY OF WORK:**

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

#### **P. ADDITIONAL WORK:**

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

#### **Q. OWNERSHIP OF DOCUMENTS:**

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

#### **R. RIGHT TO AUDIT:**

1. 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.
2. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

#### **S. SUCCESSORS AND ASSIGNS:**

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

#### **T. REVIEWS AND ACCEPTANCE:**

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

#### **U. TERMINATION OF AGREEMENT:**

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

#### **V. INDEMNIFICATION AGREEMENT:**

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of



them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

#### **W. INSURANCE:**

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;

Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;

Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.

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 and professional liability 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:

Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;

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.

#### **X. GEORGIA LAWS GOVERN:**

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

#### **Y. VENUE:**

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

#### **Z. COUNTY REPRESENTATIVE:**

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

#### **AA. CONTRACTOR'S STATUS:**

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits.

including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

**BB. SOLE AGREEMENT:**

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

**CC. SEVERABILITY:**

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

**DD. NOTICES:**

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

**If to the County:**

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

**If to the Contractor:**

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

## **EE. Georgia Open Records Act:**

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

## **FF. DeKalb County, Georgia's Title VI Policy Statement**

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

## **Cooperative Procurement**

DeKalb County supports cooperative procurement allowing public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. In certain, limited circumstances, the County may choose to make the same pricing structures, terms and conditions agreed to under this solicitation available to other public procurement entities. Bidders shall indicate below whether they shall agree to allow other entities to piggy-back off the agreement resulting from this solicitation. Inclusion as a piggy-back contract is not mandatory, may be based on specific contract terms, and will have no bearing on the contract award.

Agree to extend to other public procurement entities: Yes \_\_\_\_ No \_\_\_\_.

## MINIMUM SPECIFICATIONS

The projects to be assigned by the County under this contract include but are not limited to sidewalks, drainage improvements, minor road improvements, bike lanes, multi-use trails, curb and shoulder improvements and all work associated with Sidewalk and Roadway Construction. Work requested may be for used by the Department of Public Works – Transportation Division or the Department of Recreation, Parks and Cultural Affairs (RPCA).

### SPECIAL PROVISIONS

On a project-by-project basis, DeKalb County Government will assign a project or projects to its awarded contractor(s) for a quote. Upon acceptance of the Quote, the County will issue a Work Authorization for said service. No work is to be undertaken or completed without the fully executed Work Authorization. For the Public Works Transportation Projects (PW-T), which require notifications, PW-T will issue Public Notices to Homeowners who will be directly impacted by the construction.

Each assigned project will have the following information:

Project Location  
Project Description  
Project Scope  
Project Cost Estimate  
Project Duration – Mutually Agreed Upon

Each project will be constructed in accordance with the Georgia Department of Transportation Specifications, unless otherwise directed by the county designated authority.

### SECTION 1.0 GENERAL CONDITIONS:

#### 1.01 Work Schedule

##### A. Public Works – Transportation (PW-T)

- a) Contractor to coordinate all work so that County services are not adversely impacted. Work shall not prevent DeKalb County from meeting service obligations to the Public.
- b) For PW-T, the normal DeKalb County administrative daytime schedule is 8:30 AM to 5:00 PM, Monday through Friday; however, many County Facilities are operated on a 24 hour per day, seven days per week basis, with operating personnel on duty. Contractor *may* be allowed access during off-hours and on weekends. County Ordinance on Construction Work on major streets, intersections; time restrictions: No construction work or maintenance work shall be done within the traffic lanes of major through streets or intersections thereof from the hours of 7:00 to 9:00 a.m., and 4:00 to 6:00 p.m., Monday through Friday. County will provide a list of the streets. This section does not apply to emergency repairs.
- c) Contractor shall **notify David Pelton, (770) 492-5206**, to obtain permission to begin work. Work shall be scheduled at least 24 hours in advance when possible. Note that County service demands shall dictate work schedules.

**B. Recreation, Parks and Cultural Affairs**

- a) Contractor to coordinate all work so that County services are not adversely impacted. Work shall not prevent DeKalb County from meeting service obligations to the Public.
- b) For RPCA, the normal DeKalb County administrative daytime schedule is dusk to dawn.
- c) Contractor shall **notify Paige K. Singer, (404) 687-3733**, to obtain permission to begin work. Work shall be scheduled at least 24 hours in advance when possible. Note that County service demands shall dictate work schedules.

**1.02 Site Conditions:**

- A. Contractor shall be responsible for obeying the Transportation Division's policies regarding use of parking spaces. Contractor will not be permitted to block driveways or loading docks during business hours.
- B. Contractor shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies and parts shall be neatly stored in a designated area near the work site in full compliance with National Industrial Occupational Safety and Health (NIOSH) standards and Occupational Health and Safety Act (OSHA) regulations. Contractor shall erect appropriate barricades and signs to safely route pedestrian traffic around job site.
- C. Contractor shall be responsible for providing own toilet facilities and fresh drinking water at remote sites where such facilities are not available.
- D. Contractor shall be responsible for daily removal of rubbish, mud and construction debris from paved drives, sidewalks, parking lots and public roads as work progresses. Contractor shall also repair any landscaping, structural or fencing damaged by his employees, contractors or sub-contractors during the life of the project (see 1.10 Landscaping Repair).

**1.03 Materials, Services and/or Equipment Furnished By County:**

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

**1.04 Additional Work:**

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

**1.05 Standards, Permits and Licenses:**

Contractor shall observe and comply with County Ordinances on Construction work on major streets, intersections, and time restrictions. Such ordinances will be interpreted at pre-construction meetings and streets affected will be enumerated by the County. Contractor shall be responsible for providing

all permits required complying with any regulatory agency in order to perform work under the specifications. Contractor shall be responsible for paying any fees associated with obtaining any permits or licenses required by the Federal Government, State of Georgia, or DeKalb County to perform work under these specifications.

#### **1.06 On-site Pre-Bid Inspection:**

Bidder(s) shall perform an on-site inspection of the proposed jobsites prior to submitting bids. Bidder(s) shall familiarize themselves with the curbs, gutters and sidewalks as listed in the request, proposed location of new replacement structures, and other details that may affect the bidding. Any drawings supplied by the County are assumed to be accurate; however, Bidder(s) is/are responsible for field checking all measurements, prior to bidding any work.

#### **1.07. Pre-Construction Meeting and Project Meetings:**

The Successful Bidder shall, upon the receipt of a DeKalb County Purchase Order, **contact David Pelton, (770) 492-5206 or Paige K. Singer, (404) 687-3733**, to arrange a pre-construction meeting for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-construction meeting is held. If the work scope warrants, the County shall reserve the right to regular site inspections and may schedule project meetings to monitor and measure work progress. Once a meeting requirement is established, the Successful Bidder shall assign the same people to attend the meetings and such people shall be duly authorized to function as agents for the Successful Bidder and shall be empowered to make decisions and resolve disputes. All underground installations, prior to covering, shall be inspected by the County.

#### **1.08. Materials and Material Storage:**

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

#### **1.09 Experience:**

To be considered for this contract, Bidder(s) shall have a minimum of five-(5) years' experience in the construction of curbs, gutters and sidewalks and *shall furnish five (5) references as proof of competency* from past jobs. Only Bidder(s) who, in the opinion of the County, are sufficiently experienced with the bid requirements listed, and are reputable, and who have an established business facility with labor force sufficient to satisfactorily perform the required work to completion, will be considered. **FAILURE TO MEET THE REQUIREMENTS OF THIS PARAGRAPH SHALL RESULT IN THE BID NOT BEING CONSIDERED.**

#### **1.10 Landscaping Repairs:**

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



### **1.11 Field Checking Drawings and Estimates:**

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

### **1.12 Work Allowance**

A Work Allowance has been allocated and should be included as noted in the Contractor's Price. The Work Allowance is for use for ancillary items not specifically called out for in the Price Schedule. Such items include: mobilization, traffic control including traffic controllers, hydroseeding (ac), maintenance of inlet sediment trap (ea), grading, stn dumped rip rap, filter blanket, nyloplast drain basin (inc. concrete), modular retaining wall (on existing wall footing), demolition of existing and hauling off retaining wall, tree removal and haul off, stump removal and haul off, root removal under pavement (unclassified excavation), haul off and dispose of pavement, pavement markings, topsoil fill in, remove and discard damaged wheel stopes, remove and salvage wheel stops, reinstall salvaged wheel stops, installation of new wheel stops, replacement of missing drain covers, manholes, misc. landscaping (including parking islands), clean storm pipe from ditch to DI, cleaning of DI box, or other ancillary items needed to complete the scope of the work as determined appropriate by the County.

## **SECTION 2.0 CURB, GUTTER AND SIDEWALK CONSTRUCTION REQUIREMENTS**

**2.01.** All work, regardless if for **PW-T or RPCA** shall conform to the Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, dated April 18, 2013 Edition, and any current Supplemental Specifications, the 2016 Edition of the Manual for Erosion and Sediment Control in Georgia, and the 2009 Edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, with Revisions 1 and 2, dated May 2012. The above listed specifications may be reviewed in the Department of Public Works, Transportation Division, 1950 W. Exchange Place, 4<sup>th</sup> Floor, Tucker, GA 30084, Phone (770) 492-5206.

**2.02.** a) The County through PW-T, will identify various sidewalk projects through-out the County conforming to DeKalb County Transportation Division standards, from which the contractor shall develop a schedule and scope of work phased geographically. Upon review and approval of the scope of work, and schedule, the County shall issue the Contractor a notice to proceed, based on bid unit prices. The County will provide minimal design for all or some of the streets listed.

b) The Department of Recreation, Parks and Cultural Affairs will identify various park projects which include but are not limited to parking lots, pool decks, pavilion slabs, and trail work, through-out the County conforming to DeKalb County RPCA standards, from which the contractor shall develop a schedule and scope of work phased geographically. Upon review and approval of the scope of work, and schedule, the County shall issue the Contractor a notice to proceed, based on bid unit prices. RPCA may provide minimal design for the projects identified.

**2.03.** This contract is intended to be a line-item contract with estimated quantities shown in each item for contractor's bidding purposes. Items that are necessary for the work and not listed in the contract package shall be negotiated on a project specific basis between the contractor and the County. Items to be negotiated in the scope of work for each project may include but not limited to: fence replacement and resetting, additional landscaping items, concrete spillways, concrete paved ditches, asphalt resurfacing, grading complete, traffic controls, clearing and grubbing, etc.

- 2.04.** The County shall issue and assign work as often as possible on a geographic basis in order to minimize mobilization costs to the contractor.
- 2.05.** It shall be the Contractor's responsibility to conform with all of the requirements of the Specifications as they relate to cooperation with the utility locations that exist on the site.
- 2.06.** a) It shall be the Contractor's responsibility to coordinate his work with any work to be performed by the utility owners or others in any right-of-way clearance and arrange a schedule of operations that shall allow for the completion of the project without any undue delay.
- b) The contractor may discuss closing the park or certain areas of the park down during construction activities. The cost associated with temporary fencing, etc. shall be included within the scope of work as referenced in section 2.02a.
- 2.07.** The Contractor shall not be compensated for any delay or damage caused by the utilities, obstructions or any other items not being removed or relocated to clear construction in advance of his work.
- 2.08.** For PW-T, the flow of traffic shall be maintained at all times during construction by permitting at least one lane of traffic to move through the construction site. All flagmen, warning signs, barricades and lights necessary to control the traffic and protect the public shall be furnished by the Contractor. Traffic control devices shall be in accordance with "The Manual on Uniform Traffic Control Devices for Streets and Highways" 2009 Edition with Revisions 1 and 2 dated May 2012.
- 2.09.** All ramps must meet the Federal Americans with Disabilities (ADA) standards with regard to slope and grade. Ramps and curb cuts shall be included in the price and shall be built to the requirements of Georgia Department of Transportation (GDOT) Special Detail A3 for Curb Cut (Wheelchair) Ramps. See attached GDOT Cut Sheet A3.
- 2.10.** The maximum running slope of any portion of any new curb ramp or transition ramp shall not exceed 1 in 12 or 1:12 (8.33%) as measured from a level plane. The maximum cross slope of curb ramps and transition ramps, measured perpendicular to the direction of travel, shall be 1:48 (2%). These slope conditions shall be maintained in all directions on the sidewalk in order to comply with the American Disabilities Act (ADA) standards. If the natural grade does not allow a maximum of 1:12, it shall be built at the direction and specifications provide by the County.
- 2.11.** All fill areas shall be well compacted per Georgia DOT standards and when in a slope area they shall be benched at six-inch (6") vertical lifts.
- 2.12.** The Contractor shall be responsible for supplying all labor, materials and equipment necessary for the project.

### **SECTION 3.0**

### **MINIMUM SPECIFICATIONS**

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

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

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

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

Perforated under-drain, if necessary to correct minor drainage problems, shall be used when directed by the County; cost shall be considered on a project basis, which shall be negotiated between the County and the Contractor. All negotiated work shall be included in the scope of work for each project.

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

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

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

Removal of Concrete Sidewalk and Pavement, listed as Item No. 40 in the SCHEDULE, shall include removal and hauling of material by contractor, as directed by County. To be performed in accordance with Georgia Standard Specifications of Section 610.

### **SECTION 4.0**

### **DISAGREEMENTS:**

Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the specifications, or any point concerning the character, acceptability and nature of the several kinds of work, any materials and construction thereof, the decisions of Acting Associate Director Dave Pelton, DeKalb County Department of Public Works – Transportation Division or his designated County project manager / engineer and/or Paige K. Singer, Division Manager or her designee shall be final and conclusive and binding upon all parties to the contract. Payment will be made after completion of all work under this contract and final acceptance by DeKalb County.

**PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.\*\*\*DO NOT INCLUDE PRICE SCHEDULE ON THE USB FLASH DRIVE\*\*\***

**PRICE SCHEDULE**

THE QUANTITIES PROVIDED ON THE FORM ARE FOR THE PURPOSE OF BID EVALUATION AND SHOULD BE CONSIDERED ESTIMATES ONLY. CONTRACTOR'S UNIT PRICES WILL NOT BE ADJUSTED TO REFLECT ANY DEVIATION FROM THE PROVIDED QUANTITIES. AS SUCH THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, SUPERVISION, SAFETY MEASURES, AND SERVICES NECESSARY TO PROVIDE THE STATED UNITS OF WORK FOR THE BID PRICE OF

ITEM NO.	PAY ITEM INDEX NO.	COMMODITY OR SERVICE	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
1	000-0002	ADA RAMPS (SI28-31DEWALK)	400	EA	\$	\$
2	163-0232	TEMPORARY GRASSING	10	AC		
3	163-0240	MULCH	50	TN		
4	163-0300	CONSTRUCTION EXIT	10	EA		
5	163-0529	CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW EROSION CHECK	200	LF		
6	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	60	EA		
7	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE,TP C	1,500	LF		
8	165-0071	MAINTENANCE OF SEDIMENT BARRIER -BALED STRAW	1,000	LF		
9	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	10	EA		
10	171-0030	TEMPORARY SILT FENCE TYPE C	3,200	LG		
11	310-1101	GRADED AGGREGATE BASE COURSE,INCLUDE MATERIAL.	250	TN		
12	318-3000	AGGREGATE SURFACE COURSE (UPON DIRECTION)	250	TN		
13	402-1812	RECYCLED ASPHALT CONCRETE LEVEL, INCLUDE BITUM/H LIME	305	TN		
14	402-3121	RECYCLED ASPHALT CONCRETE 25 MM SUPERPAVE, GP1 OR 2, INCLUDE BITUM MATERIAL & H LIME	300	TN		
15	402-3130	RECYCLED ASPHALT CONCRETE 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	1,500	TN		
16	402-3190	RECYCLED ASPHALT CONCRETE 19 MM SUPERPAVE, GP1 OR 2, INCL BITUM MATERIAL& H LIME	500	TN		
17	413-1000	BITUM TACK COAT	740	GL		
18	432-5010	MILL ASPHALT CONCRETE PAVEMENT, VARIABLE DEPTH	2,700	SY		

**PRICE SCHEDULE**

ITEM NO.	PAY ITEM INDEX NO.	COMMODITY OR SERVICE	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
19	441-0014	DRIVEWAY CONCRETE, 4 IN TK	300	SY		
20	441-0016	DRIVEWAY CONCRETE, 6 IN TK	1,100	SY		
21	441-0018	DRIVEWAY CONCRETE, 8 INCH TK	1,100	SY		
22	441-0104	CONCRETE SIDEWALK, 4 INCHES	15,000	SY		
23	441-0108	CONCRETE SIDEWALK, 8 INCHES	500	SY		
24	441-0600	CONCRETE HEAD WALLS	50	CY		
25	441-4030	CONCRETE VALLEY GUTTER, 8 INCHES	700	SY		
26	441-4050	CONCRETE VALLEY GUTTER WITH CURB, 8 INCHES	50	SY		
27	441-5002	CONCRETE HEADER CURB, 6 INCHES, TYPE 2	1,100	LF		
28	441-6216	CONCRETE CURB & GUTTER, 8 INCHES X 30 INCHES, TYPE 2	3,000	LF		
29	444-1000	SAW JOINTS IN EXISTING PAVEMENT PCC	500	LF		
30	500-9999	CLASS B CONCRETE FOR BASE OR PAVEMENT WIDENING	200	CY		
31	515-2020	GALVANIZED STEEL PIPE HANDRAIL	1,500	LF		
32	550-1180	STORM DRAIN PIPE, 18 INCHES, H 1-10, GA STD 1030 REINFORCED CONCRETE PIPE	1,200	LF		
33	550-1240	STORM DRAIN PIPE, 24 INCHES, H 1-10, GA STD 1030 REINFORCED CONCRETE PIPE	1,000	LF		
34	550-4218	FLARED END SECTION 18 INCHES, STORM DRAIN	40	EA		
35	550-4224	FLARED END SECTION 24 INCHES, STORM DRAIN	40	EA		
36	610-0340	REMOVE CONCRETE CURB, ALL SIZES	500	LF		

**PRICE SCHEDULE**

ITEM NO.	PAY ITEM INDEX NO.	COMMODITY OR SERVICE	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
37	610-0355	REMOVE CURB AND GUTTER, ALL SIZES	300	LF		
38	610-1880	REMOVE STORM DRAIN PIPE	300	LF		
39	610-2586	REMOVE ASPHALT PAVEMENT INCL BASE	2,000	SY		
40	610-2815	REMOVE CONCRETE SIDEWALK /PAVEMENT	2,500	SY		
41	610-5715	REMOVE CATCH BASIN, DROP INLET, JUNCTION BOX	20	EA		
42	610-9001	REMOVE SIGN. SIGNS COVERED BY THIS ITEM ARE REGULATORY, WARNING, AND GUIDE SIGNS OWNED BY DEKALB COUNTY AND GDOT	50	EA		
43	611-3000	RECONSTRUCT CATCH BASIN, GROUP 1	20	EA		
44	611-3010	RECONSTRUCT DROP INLET, GROUP 1	10	EA		
45	611-5551	RESET SIGN	50	EA		
46	611-8000	ADJUST CATCH BASIN TO GRADE	10	EA		
47	611-8040	ADJUST DROP INLET TO GRADE	10	EA		
48	611-8050	ADJUST MANHOLE TO GRADE	15	EA		
49	611-8100	ADJUST GRANITE CURB TO GRADE	1,000	LF		
50	611-8140	ADJUST WATER VALVE BOX TO GRADE	10	EA		
51	636-2070	GALVANIZED STEEL POSTS, TYPE 7	1,000	LF		
52	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 INCH, WHITE	300	LF		
53	653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 INCH, WHITE	1,300	LF		
54	668-1100	CATCH BASIN, GROUP 1	20	EA		

**PRICE SCHEDULE**

ITEM NO.	PAY ITEM INDEX NO.	COMMODITY OR SERVICE	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
55	668-1110	CATCH BASIN, GROUP 1, ADDITIONAL DEPTH	30	LF		
56	668-2100	DROP INLET, GROUP 1	15	EA		
57	668-2110	DROP INLET, GROUP 1, ADDITIONAL DEPTH	15	LF		
58	668-4300	STORM SEWER MANHOLE, TYPE 1	15	EA		
59	668-4311	STORM SEWER MANHOLE, TYPE 1, ADDITIONAL DEPTH, CL 1	10	LF		
60	670-2002	VALVE MARKER	20	EA		
61	670-9720	RELOCATE EXISTING WATER VALVE, INCLUDING BOX	10	EA		
62	670-9730	RELOCATE EXISTING WATER METER, INCLUDING BOX	50	EA		
63	700-6910	PERMANENT GRASSING	4	AC		
64	700-7000	AGRICULTURAL LIME	3	TN		
65	700-8000	FERTILIZER MIXED GRADE	1	TN		
66	700-8100	FERTILIZER NITROGEN CONTENT	40	LB		
67	700-9300	SOD	6,000	SY		
68	716-2000	EROSION CONTROL MATS, SLOPES	2,000	SY		
69	998-1000	RELOCATE MAIL BOX	50	EA		
70		WORK ALLOWANCE		LS		\$ 200,000.00
<b>Total Base Bid of All Work Items Listed (1-70):</b>						

Total Base Bid of All Work Items in Words: \_\_\_\_\_

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

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

No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

Attached hereto is Bid Bond made by (insert name of Surety, no price)

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

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

Bidder declares his intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly



prohibited without prior written approval from the County. *(List names of all subcontractors and the work to be provided by the subcontractor on the lines provided below.)*

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

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

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

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

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

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

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

\_\_\_\_\_  
Bidder's Street Address

\_\_\_\_\_  
Bidder's City, State and Zip Code

\_\_\_\_\_  
Bidder's Phone Number

\_\_\_\_\_  
Bidder's Fax Number

\_\_\_\_\_  
Bidder's E-Mail Address

## **BID BOND FORM**

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

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

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

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for *21-101413, Sidewalks and Roadways*,

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

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within sixty (60) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

**PRINCIPAL**

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

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

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

ATTEST:

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

**SURETY**

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

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

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

WITNESS:

\_\_\_\_\_

## BID ACKNOWLEDGEMENT FORM

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

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

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

\_\_\_\_\_  
Business Entity Street Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Business Entity City, State and Zip Code

\_\_\_\_\_  
Contact Person's Phone Number

\_\_\_\_\_  
Business Entity County

\_\_\_\_\_  
Contact Person's E-mail Address

- Bidder acknowledges addendum(s): No. 1 \_\_, No. 2 \_\_, No. 3 \_\_ (If Applicable)  
\_\_\_\_\_ (Initial)
- Bidder acknowledges that this bid is valid for 60 days from and including \_\_\_\_\_ (Initial)  
the bid opening date.
- Bidder acknowledges that bid meets or exceeds minimum specifications. \_\_\_\_\_ (Initial)  
Any deviation from minimum specifications must be explained, in detail,  
by bidder as to how the bid does not meet the exact specifications.
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
  - No revisions \_\_\_\_\_ (Initial)
  - There are revisions and they are included with the bid submittal \_\_\_\_\_ (Initial)

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

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

## ATTACHMENT A

### REQUIRED DOCUMENTS CHECKLIST

Bidder shall complete and submit the following documents with their bid:

<b>Bid Page No.</b>	<b>Title</b>	<b>Check If Included With Bid</b>
<b>1, 3, 6, 41</b>	<b>Attendance at Mandatory LSBE Meeting</b>	
<b>3, 28</b>	<b>One Original, One Copy (USB Flash Drive)*</b>	
<b>10</b>	<b>General Terms &amp; Conditions, Delivery</b>	
<b>11</b>	<b>General Terms &amp; Conditions, Foreign Products</b>	
<b>28-34</b>	<b>ATTACHMENT A – Price Schedule (separate, sealed envelope)*</b>	
<b>35 - 36</b>	<b>Bid Bond Form</b>	
<b>37</b>	<b>Bid Acknowledgement Form*</b>	
<b>38</b>	<b>ATTACHMENT B - Required Documents Checklist*</b>	
<b>39-40</b>	<b>ATTACHMENT C - Contractor Reference and Release Form*</b>	
<b>41</b>	<b>ATTACHMENT D - Subcontractor Reference and Release Form, if applicable**</b>	
<b>43</b>	<b>ATTACHMENT F - Contractor Affidavit*</b>	
<b>44</b>	<b>ATTACHMENT G - Subcontractor Affidavit, if applicable**</b>	
<b>45-53</b>	<b>ATTACHMENT H - LSBE - Exhibits A and/or B*</b>	
<b>54-57</b>	<b>ATTACHMENT I - First Source Jobs Ordinance Information w/ Exhibits 1-4</b>	

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

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

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

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

\_\_\_\_\_  
Signature

## **ATTACHMENT B**

### **CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (5) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation. Contractor must demonstrate five (5) years of experience. This form is to be completed and signed by the Prime Contractor.

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

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

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

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

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

### REFERENCE CHECK RELEASE STATEMENT

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

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

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



## **ATTACHMENT C**

### **LSBE / SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation. Any proposed subcontractor, LSBE or otherwise must complete this form. This should be filled out and signed by the proposed subcontractor.

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

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

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

### **REFERENCE CHECK RELEASE STATEMENT**

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

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

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

## ATTACHMENT D

### CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions:<sup>1</sup>
  - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
  - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

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

**ATTACHMENT E**

**CONTRACTOR AFFIDAVIT**

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

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

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

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

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

\_\_\_\_\_  
Notary Public

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

**ATTACHMENT F**

**SUBCONTRACTOR AFFIDAVIT**

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

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

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

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

\_\_\_\_\_  
Notary Public

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

## **ATTACHMENT G**

### **DEKALB FIRST LSBE INFORMATION WITH EXHIBITS A – B**

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

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

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

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

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

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

## **EXHIBIT A**

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

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

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

SOLICITATION NUMBER: **21-101413**

TITLE OF UNIT OF WORK – **Sidewalks and Roadways**

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

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

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

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

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

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

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

Please attach additional pages, if necessary.



**EXHIBIT A, CONT'D**  
**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

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

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a <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, [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

## **EXHIBIT A, CONT'D**

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

#### **Bidder/Proposer Statement of Compliance**

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

#### **1. Non-Discrimination Policy**

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

#### **2. Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned

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

Firm Name (Please Print):

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Firm's Officer:

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(Authorized Signature and Title Required)

Date

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

---

Notary Public

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

**EXHIBIT B**

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

Instructions:

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

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

\_\_\_\_\_  
(Name of Prime Contractor Firm)

**From:** \_\_\_\_\_  
(Name of Subcontractor Firm)

☐ **LSBE –DeKalb**   ☐ **LSBE –MSA**  
(Check all that apply)

**ITB Number:** 21-101413\_\_\_\_\_

**Project Name:** Sidewalks and Roadways

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

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

**Prime Contractor**

**Sub-contractor**

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

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

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

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

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

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

**ATTACHMENT 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)**

*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.*



## 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: \_\_\_\_\_

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

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

**FIRST SOURCE JOBS ORDINANCE INFORMATION**

**EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

Please complete this form for each position that you have available.

**DATE:**

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**TITLE:**

**CONTACT E-MAIL ADDRESS:**

**CONTACT PHONE:**

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

**JOB DESCRIPTION:** (Please include a copy of the Job Description)

**POSITION TITLE:** \_\_\_\_\_

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

**WEEKLY WORK HOURS:** 20-30 hours ☐ 30-40 hours ☐ Other ☐ \_\_\_\_\_

**SALARY RATE (OR RANGE):** \_\_\_\_\_ **SPECIFIC WORK SCHEDULE:** \_\_\_\_\_

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

**PUBLIC TRANSPORTATION ACCESSIBILITY:** YES ☐ NO ☐

**SCREENINGS ARE REQUIRED:** YES ☐ NO ☐ **SELECT ALL THAT APPLY:**

☐ CREDIT CHECK ☐ DRUG ☐ MVR ☐ BACKGROUND ☐ OTHER \_\_\_\_\_

**HOW TO APPLY:**

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

Please return form to: [jbblack@dekalbcountyga.gov](mailto:jbblack@dekalbcountyga.gov)

**DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY**

**SYSTEM**

**TYPE:** ☐ First Source ☐ Direct Hire ☐ Work Experience (WEX) **ENTRY DATE:** \_\_\_\_\_

**ASSIGNED TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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.



**FIRST SOURCE JOBS ORDINANCE INFORMATION**

**EXHIBIT 4**

**EMPLOYMENT ROSTER  
DeKalb County**

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

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.