

(Revised October 20, 2021)
ATTACHMENT B
BIDDER'S UNIT PRICE FORM

*****BIDDER'S UNIT PRICE FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined ITB No. 21-101431 On-Call Water and Sewer (Multiyear Contract with 2 Options to Renew), an annexed proposed form of Contract, the Specifications therein contained, and that he proposes and agrees that if his Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, necessary to complete the Work in the manner therein specified within the agreed upon time specified for each work order, as therein set forth for the unit prices on the form following this page. The contractor shall quote materials and labor (including all necessary equipment, delivery, etc.) separate as indicated on the bid tabulation.

The County will award based on Attachment B-1 and/or Attachment B-2 individually. The County reserves the right to award one or more awardees for the On-Call Water and Sewer Section (Attachment B-1) and for the Emergency Repair Services Section (Attachment B-2). It is not mandatory that a bid be submitted for both sections to be responsive.

Note 1: In all cases, if there is a discrepancy between the contractor's quoted unit price and the extended price, the unit price will govern, unless otherwise specified in the solicitation.

Note 2: Unbalanced bids will not be tolerated by the County and could result in the bidder being deemed nonresponsive. It is at the County's determination and discretion as to whether the bid is deemed unbalanced.

By signature hereon, the Bidder's authorized agent ("Agent") certifies that all necessary corporate acts have been taken to authorize the Agent to sign this document and that all information provided in Bidder's Unit Price Form is an accurate representation of the information the Bidder is providing.

Bidder's Name: _____

Signature of Agent: _____

Printed Agent Name: _____

Title: _____

Date: _____

ATTACHMENT B-1

BIDDER'S UNIT PRICE FORM

TOTAL ON-CALL BID: (Total: B-1 Section 1 + Total: B-1 Section 2)

_____	\$	_____
(State in words on the line above)		(In numbers)

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.

The County will award based on Attachment B-1 and/or Attachment B-2 individually. The County reserves the right to award one or more awardees for the On-Call Water and Sewer Section (Attachment B-1) and for the Emergency Repair Services Section (Attachment B-2). It is not mandatory that a bid be submitted for both sections to be responsive.

Note: In all cases, if there is a discrepancy between the contractor's quoted unit price and the extended price, the unit price will govern, unless otherwise specified in the solicitation.

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 ninety (90) days after the time set for opening the Bids.

ATTACHMENT B-1

BIDDER'S UNIT PRICE FORM

for

ON-CALL WATER AND SEWER

(MULTIYEAR CONTRACT WITH 2 OPTIONS TO RENEW)

DeKalb County, Georgia
Department of Watershed Management
4572 Memorial Drive
Decatur, Georgia 30032

Bidder's Unit Price Form is located at the below link

<https://sftp.dekalbcountyga.gov/f/9a49e21129050257>

Note: Attachment B-1 and B-2 are in the same spreadsheet

ATTACHMENT B-2

BIDDER'S UNIT PRICE FORM

for

ON-CALL WATER AND SEWER

(MULTIYEAR CONTRACT WITH 2 OPTIONS TO RENEW)

DeKalb County, Georgia

**Department of Watershed Management
4572 Memorial Drive
Decatur, Georgia 30032**

Bidder's Unit Price Form are included on the DeKalb County Website

<https://sftp.dekalbcountyga.gov/f/9a49e21129050257>

Note: Attachment B-1 and B-2 are in the same spreadsheet

ATTACHMENT B-2
BIDDER'S UNIT PRICE FORM - EMERGENCY REPAIR SERVICES

TOTAL EMERGENCY BID: (Total: B-2 Section 1 + Total: B-2 Section 2 + Total: B-2 Section 3 + Total: B-2 Section 4)

_____	\$	_____
(State in words on the line above)		(In numbers)

The County will award based on Attachment B-1 and / or Attachment B-2 individually. The County reserves the right to award one or more awardees for the On-Call Water and Sewer Section (Attachment B-1) and for the Emergency Repair Services Section (Attachment B-2). It is not mandatory that a bid be submitted for both sections to be responsive.

Note: In all cases, if there is a discrepancy between the contractor's quoted unit price and the extended price, the unit price will govern, unless otherwise specified in the solicitation.

No Bid may be revoked or withdrawn until ninety (90) days after the time set for opening the Bids.

ATTACHMENT B-2, (Continued)

BIDDER'S UNIT PRICE FORM - EMERGENCY REPAIR SERVICES

1.01 SECTION 3 – EMERGENCY REPAIR SERVICES

A. SCOPE OF WORK

The intent of this Contract is to provide a means for the County to respond to sudden or unforeseen failures or malfunctions of existing water mains, their appurtenances; gravity sewers, their appurtenances; and all force mains. Such emergencies include water main breaks and leaks, interruptions of water distribution or transmission services, any work associated with sewer line failures, any work associated with force mains, failures resulting in danger to life, health, or property, or other imminent threats to the public health, safety, or well-being through sabotage, failure or malfunction of the existing water and /or sewer supply system. This will include all sizes of pipe and all pipe material currently (installed or installed during the life of this contract) within the DeKalb County water and sewer systems.

B. CONTRACTOR'S RESPONSIBILITY

Successful contractor shall provide labor, equipment, and materials as needed to assist the County with the scope of work as determined by the County. The Contractor shall conduct repair operations using his own labor and equipment to the greatest extent. It will be the County's sole decision as to the extent of the repair and the total scope for each project. During the contract period, the Contractor shall maintain sufficient local presence and personnel, equipment, general construction-related supplies and materials to provide an effective, immediate response on a 24-hour-per-day, seven (7)-day-per-week basis to any such emergency that may arise. The Contractor will be required to respond to an emergency as declared by the County with Supervisory personnel on-site within 2 hours of notification and to have sufficient equipment and personnel to commence emergency repair operations within 4 hours of notification, unless otherwise directed by the County.

The Contractor shall provide the County with the names and emergency contact information for at least three (3) employees who are available for responding to emergencies and who have the authorization to commit the Contractor's labor, equipment, and material to the prosecution of the necessary repair work.

Contractor shall note that a DOT license is required for all work located within the GDOT right-of-way. Contractor shall be licensed or hire a Sub-Contractor who is licensed to work in the GDOT right-of-way.

C. MATERIALS

All materials are to be provided by the Contractor. However, the Contractor may be required to pick up repair parts from the County's storage facilities and transport the parts to the site of the

emergency. If specialty repair parts are needed, the Contractor may be authorized by the County to locate, purchase, and arrange for the expedited transportation of the parts to the job site. The Contractor will be compensated for the cost of parts in accordance to TABLE 1 as shown below.

D. QUALITY CONTROL

Due to their unforeseen and immediate nature, emergency repairs will only be allowed to be carried out under the direction of an authorized County representative. The County's representative will serve as the County's principal point of contact during the duration of the work.

The County representative will coordinate and approve the Contractor's work, including authorization of labor, materials, equipment, and specialty vendors and subcontractors used in the work. Billing for Emergency labor and equipment shall conclude once DWM's Construction Manager and/or his designated representative, determines the end of any given Emergency.

DeKalb County does not commit to furnishing full-time inspection or testing of the work in progress, or at material sources. Lack of inspection and/or testing by the County will in no way relieve the Contractor of his responsibility and liability to provide quality workmanship in accordance with the provision of this Contract.

DeKalb County will have a responsible person on-site at all times during any specific repair. DeKalb County will be responsible for operating all County owned equipment (fixed or mobile) to include but not limited to: valve operation, shutting off of any pump station, operation of drain valves, and fire hydrants or air relief valves.

E. QUANTITIES

The contract will be for "on demand" type services to provide for the requirements of DeKalb County on an "as needed" basis as it is impossible to determine the exact quantities of items and the number of work assignments to be issued.

F. PAYMENT

All labor, materials, equipment, and subcontract work will be paid as bid. There will be no percentage markup other than that stated in TABLE 1 as shown below, and only for work applicable to the services as defined in the bid documents.

Labor: Charges for labor (as bid in Items 3-29) shall include classifications through Superintendent when engaged in the actual and direct performance of the work. Payment shall not be made for such overhead personnel as assistant superintendents, office personnel, timekeepers, and maintenance mechanics. Items will be paid as bid with no additional overhead. Contractor shall provide competent, skilled, suitable qualified personnel to lay out, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Upon demand from the County Representative, Contractor shall immediately remove any of the Contractor's employees whom the County Representative considers incompetent or undesirable.

All labor shall be billed at the hourly rates specified in items 3-29 as stated on ATTACHMENT B-2, BIDDER'S UNIT PRICE FORM - EMERGENCY REPAIR SERVICES.

Regular rates will apply during regular business hours (defined as Monday – Friday, 7 a.m. - 7 p.m.).

Overtime rates will apply during non-normal business hours (defined as Monday - Thursday, 7 p.m. - 7 a.m.).

Premium rates will apply during weekends (defined as Friday 7 p.m. to Monday morning 7 a.m., and all County recognized holidays).

The unit price wages as indicated on ATTACHMENT B-2, BIDDER'S UNIT PRICE FORM - EMERGENCY REPAIR SERVICES shall include the actual costs paid to or on behalf of workmen, by reason of fringe benefits, including but not limited to, social security contribution, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay. Expenses of working after hours, on holidays, or on Saturdays and Sundays, shall be included in overtime and premium wage rates.

Equipment: For equipment mobilized for work performed, the Contractor will be paid the equipment use rates described below and listed in ATTACHMENT B-2, BIDDER'S UNIT PRICE FORM - EMERGENCY REPAIR SERVICES as well as for the cost of transporting the equipment to the location of the work and its return to its original location, and for the cost of loading and unloading the equipment. Payment, however, will not be made for equipment the Contractor leaves idle at the work site after it is no longer being used or is no longer reasonably needed in the repair work. Contractor will only be paid for actual use of machinery while crews are on site and actively working.

The Contractor will be paid for the use of owned equipment based on an hourly rate. The hourly rates paid shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance. Costs for equipment and labor not specifically included in the BIDDER'S PROPOSAL may be added to the cost quote with approval of the County's Representative.

Bypass Pumping Equipment used for more than 4 days will be billed per the weekly rate, and Bypass Pumping Equipment used for more than 2 weeks will be billed per the monthly rate. No payment shall be made for equipment parked at the project site but not used during the current work shift.

If the nature of the repair or conditions encountered at the work site necessitates the use of rental equipment, the Contractor will be paid based on TABLE 1 as shown below, provided that the rental rate is comparable to the prevailing rental rates charged by rental companies in the DeKalb County area for like equipment.

Sub-contracted Work and Vendor Services: The Contractor shall conduct repair operations using his own labor, equipment, and materials to the greatest extent practical. Due to the unforeseen, immediate, and variable nature of emergencies, the need may arise for minor, but critical, services or items of work for which the Contractor is not licensed, skilled, or equipped.

In such circumstances, the Contractor may be authorized by the County's representative to use the services of specialty subcontractors and third-party vendors. If the Contractor must subcontract construction-related specialty work or use the services of a third party vendor in order to complete a repair, the Contractor shall provide the County's authorized representative

the subcontractor's proposed cost of the work to be provided and obtain authorization from the County's representative to proceed with the work. The Contractor will be paid based on invoices from the subcontractor or service provider plus percentage of cost mark up in accordance to TABLE 1 as shown below. Work and services paid under this Section may include, but not be limited to, rental or installation of barricades, signs, safety fencing to establish a safe work zone and safeguard public safety; landfill fees for disposal of trash, broken pipe, and unsuitable backfill; concrete coring; metal fabrication; valve insertions under flow conditions; and replacement of topsoil, erosion control materials, sod, landscaping materials, or other surface improvements necessary to stabilize and restore the area disturbed during the work.

Compensation: The compensation as set forth in bid documents shall be received by Contractor as payment in full for work done. At the end of each repair, the Contractor and County's representative shall compare records of work performed, including classification of all Contractor's employees assigned to the work, materials used in the work, and equipment used.

No payment will be made for work performed on a repair until the Contractor furnishes the County itemized statements for the following items:

1. Labor: Name, classification, date, daily hours, total hours, and extension of each position in accordance with Bidder's Unit Price Form.
2. Equipment: Size, type, identification number, dates, daily hours, total hours, extension of each unit of machinery and equipment, and/or rental rate in accordance with the Bidder's Unit Price Form.
3. Materials: Quantities of supplies and materials, including transportation cost and extensions in accordance with the Bidder's Unit Price Form.
4. Invoices for all work subcontracted and/or rental equipment.
5. Payments for items applicable shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent the actual cost in accordance with the Bidder's Unit Price Form.

Mobilization, Demobilization and Closeout

The fixed price for Mobilization, Demobilization and Closeout shall constitute full compensation for labor and materials associated with each emergency / work order. The price shall be \$30,000 per each emergency / work order. Mobilization includes cost of bonds, insurance, temporary utilities, project management and administration, and all other costs related to mobilization. The price shall also include deployment of Emergency Response Crews. Demobilization includes removal of temporary facilities and equipment, site cleanup and final work order closeout costs. Closeout includes the completion of approved as-builts / record drawings, certifications, warranties, all test reports, videos, final acceptance of the project and property owner signoff.

No additional payment will be paid for any mobilization, demobilization and closeout cost.

All labor, materials, equipment, and subcontract work will be paid as shown below;

TABLE 1
Material Installed will be paid at 20% above actual cost of the supplier's invoice (Supplier's invoice shall be submitted with the monthly Pay Application)
Equipment will be paid per the Bidder's Unit Price Form with no additional percentage markup. In the event a work order requires equipment not specifically included in the Bidder's Unit Price Form, additional items may be added and shall be subject to negotiation by the County.
Rented Equipment will be paid at 20% above actual cost of the supplier's invoice (Supplier's invoice shall be submitted with the monthly Pay Application)
Labor will be paid per the Bidder's Unit Price Form with no additional percentage markup
Sub-Contracted Work will be paid at 10% above actual cost of the supplier's invoice (Supplier's invoice shall be submitted with the monthly Pay Application)
Small Tools not included in the Bidder's Unit Price Form and minor traffic control devices (cones and standard warning signs) shall be paid as 5% of the total Labor cost for each Emergency

There will be no percentage markup other than what is stated in Table 1.

END OF SECTION OF ATTACHMENT B