



**DeKalb County  
Department of Purchasing and Contracting**

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**DECEMBER 27, 2021**

**REQUEST FOR PROPOSALS (RFP) NO. 21-500596**

**FOR**

**CONSENT DECREE (CD) - ON CALL ENGINEERING SERVICES: TRUNK  
SEWER DESIGN (MULTIYEAR CONTRACT)**

Procurement Agent: Willie Moon  
Phone: (404) 371 - 7021  
Email: [wm@dekalbcountyga.gov](mailto:wm@dekalbcountyga.gov)

Mandatory DeKalb First LSBE Meeting: **December 29, 2021, January 5, 2022, January 12, 2022  
(Bidders must attend 1 meeting on either or January 19, 2022  
of the dates listed.)**  
**(Meetings are held at 10:00 a.m. and 2:00 p.m. EST)  
Video Conference: Utilize the link supplied on our  
webpage labeled "DeKalb First LSBE Video Meeting"**

Mandatory Pre-Proposal Conference: January 18, 2022 at 2:30 P.M.  
Via Zoom Video Conference:  
<https://dekalbcountyga.zoom.us/j/84898802997>  
Password: 500596

Deadline for Submission of Questions: 5:00 P.M. ET, January 27, 2022  
Deadline for Receipt of Proposals: 3:00 P.M. ET, March 1, 2022

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

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

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**December 27, 2021**

**REQUEST FOR PROPOSALS (RFP) NO. 21-500596**

**FOR**

**CONSENT DECREE (CD): ON CALL ENGINEERING SERVICES – TRUNK  
SEWER DESIGN**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in design and engineering services to submit proposals to provide on-call engineering services for a series of trunk sewer upsizing projects. These services shall commence after a contract is executed upon the approval by the DeKalb County Board of Commissioners. The anticipated work includes general engineering studies, design, land surveying, easement plats/legal descriptions, construction administration, and related services for wastewater projects in the County's Capital Improvement Projects (CIP) and Consent Decree (CD) Program. This Request for Proposal (RFP) outlines the requirements to be considered for selection to perform large-scale trunk sewer design work on County CIP and CD projects on an as-needed basis. **No minimum or maximum amount or type of work is guaranteed under these contracts.** Work will be requested and procured "as-needed" under these contracts via a written task order/work authorization.

**I. INTRODUCTION**

The DeKalb County Department of Watershed Management (DWM) Engineering Division is soliciting proposals from qualified consultants to provide on-call/as-needed engineering services to support the Department's Capital Improvement Projects (CIP) and Consent Decree (CD) Program.

This RFP may result in the creation of a pool of consultant firms for the following engineering disciplines as regulated by the Georgia Board of Professional Engineers and Land Surveyors; civil, structural, geotechnical, and land surveying.

This RFP is subject to revision after the date of issuance only via written addenda. Addenda will be posted on County's website (not distributed directly to potential Respondents). It is each Respondent's responsibility to obtain all RFP addenda prior to submitting its PROPOSAL.

Teaming with other Consultants, proposing as a Joint Venture and having sub-consultants is permitted as part of the proposal. The “Team” and the role of each member must be clearly identified in the proposal.

In no event will County be liable for any costs incurred by any Respondent or any other party in developing or submitting a PROPOSAL.

## A. BACKGROUND

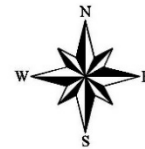
The DeKalb Department of Watershed Management (DWM) is the primary provider of water and wastewater services in DeKalb County, Georgia. DWM serves a population of almost 700,000 residents, making it among the largest water/wastewater utilities in the State of Georgia and the southeastern region of the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

On December 20, 2011, the County reached a Clean Water Act settlement with the United States Environmental Protection Agency (EPA) and the Georgia Environmental Protection Division (EPD) in the form of a CD. The CD requires the County to develop and implement effective capacity, management, operations, and maintenance (CMOM) programs for its wastewater collection system, including a continuing sewer assessment and rehabilitation program.

In 2020, the County reached consensus with the EPA/GAEPD for a revised Consent Decree. The revised CD extends the completion timeframe to the end of 2027 and also contains penalties for not achieving completion of key projects including the trunk sewer upsizing projects that will be designed through this contract. The table and map below show potential projects that may require design services through this project for the Consent Decree required efforts (204,000+/-). There may be additional upsizing projects (determined by dynamic modeling) added to this contract by DWM after the CD required projects are designed (150,500' +/-).

Area/Project	Exist. Max Dia.	Est. Footage	Comments
Snapfinger West			All footages are preliminary and may be adjusted by DWM
East	30	34,249	
West	42	56,894	
Snapfinger East	42	60,227	
South Fork Peachtree Creek	48	4,385	
Nancy Creek	18	6,109	
Miscellaneous Basins and Polebridge		TBD	
North Fork Peachtree Creek	24	6,250	

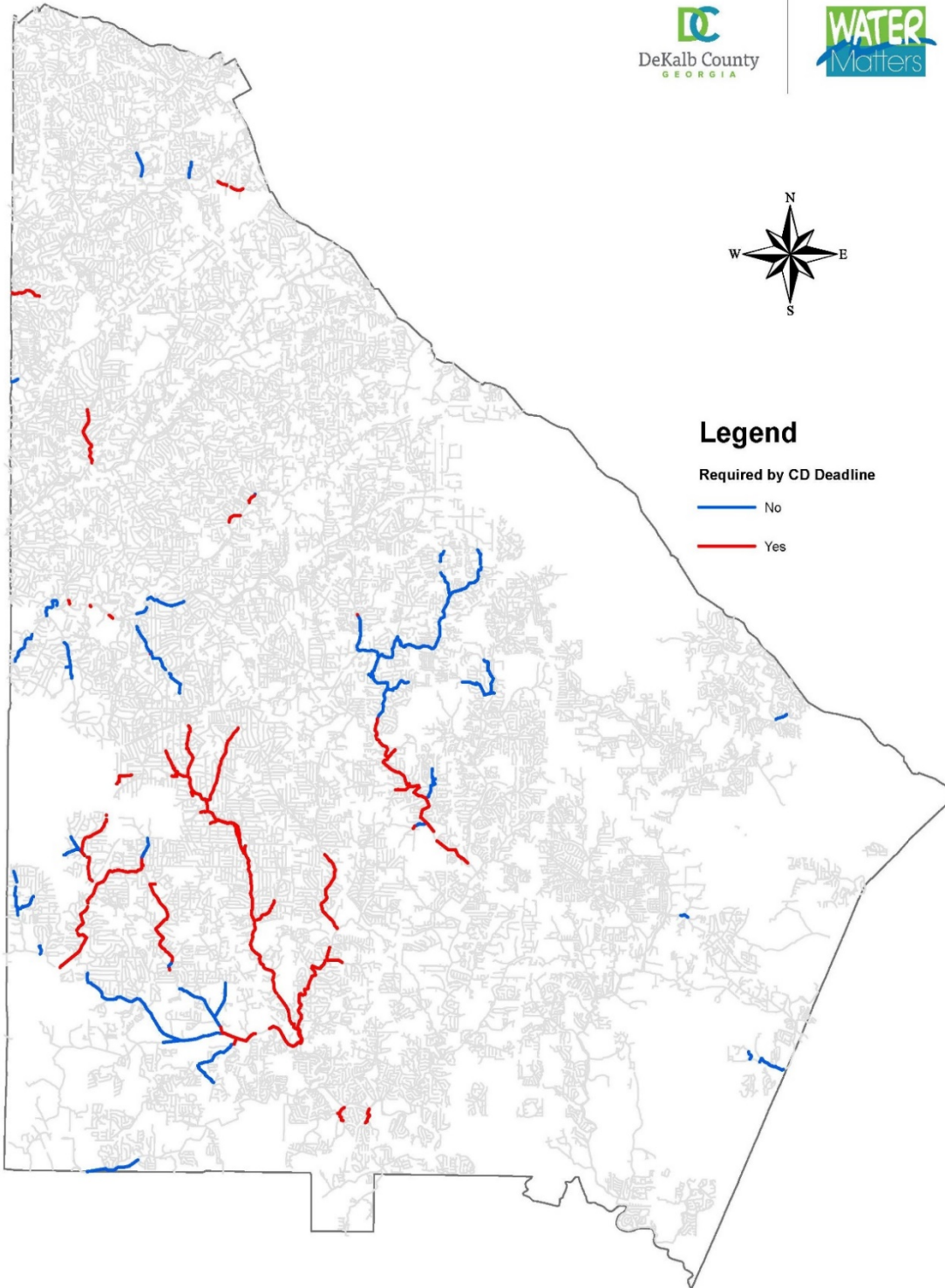
# Trunk Sewer Projects By Consent Decree Commitment



## Legend

Required by CD Deadline

-  No
-  Yes



The definition of this program is defined in the paragraph below.

**Trunk Sewer Program.** DWM has identified and expects to continue to identify multiple high-priority locations along trunk sewers which require rehabilitation to address defects or require capacity improvements to address conveyance capacity deficiencies. For the purpose of this program, a trunk sewer is generally defined as a sewer collection pipeline of 24-inches or greater, with the majority of the affected trunk sewers likely to be between 30 inches and 66 inches in diameter. While substantial condition assessment of trunk sewers has been completed, additional assessment remains as the DWM continues its ongoing sewer assessment and repair program (OSARP). Defective trunk sewers and their associated manholes identified during assessment activities will be rehabilitated with repair measures including, but not limited to, point repairs, installation of liners, and complete asset replacement. In addition to ongoing condition assessment activities, the trunk sewers continue to be evaluated for existing and future projected capacity limitations based on flow data and the hydraulic model. Projects to improve trunk sewer capacity include, but are not limited to, replacement with larger diameter piping, installation of new parallel relief sewers, and installation of offline storage facilities (storage facilities are not included in this contract scope).

Projects will be done as a series of task orders/work authorizations. It is the intent of the County to award to multiple consultants and develop general contracts for on-call engineering with the consultants for the trunk sewer projects. Specific task orders will be developed with individual consultants based on expertise and performance by the consultant. There is no guarantee that all awarded consultants, as part of this RFP, will receive a Task Order for trunk sewer design work after the initial task order assignment. The following process for Task Order assignment is anticipated:

1. A request for a detailed proposal (required components outlined below) will be sent to Architectural/Engineering (A/E) firms awarded this contract, at the discretion of the DWM Engineering Manager.
2. Each A/E firm will submit the following elements as part of their response to the task order request from DWM by the identified submittal date (for any given request):
  - a. Specific project approach relative to the assigned scope (including environmental permitting, GDOT permitting, protection of sensitive areas, and anything else that might assist DWM in choosing the A/E for the Task Order in question.
  - b. Proposed fee that matches Work Breakdown Structure (WBS) in the proposed schedule. The proposed fee will need to show anticipated level of efforts by personnel category by milestone/WBS work effort. The proposed fee needs to include all other direct costs (ODC) including sub-consultants and direct costs anticipated for the effort.
  - c. Proposed schedule (minimum WBS to include all major project milestones and phases (e.g. Basis of Design Report (BDR), 30% design, etc.)
3. DWM will review received proposals and determine the ranking of received proposals (ranking will reflect a weighting of the three components noted above). DWM will

negotiate a final Task Order with the selected A/E firm.

DWM will closely monitor performance (quality, actual schedule compared to approved baseline schedule and constructability) for each assigned Task Order assignment as part of this contract. Strong consideration of performance on any A/E firm’s existing Task Order(s) will be made by DWM prior to awarding any additional work under this contract. Performance review reports (by DWM PMs) will be considered as this evaluation for future work assignment considerations.

**B. REQUIRED DOCUMENTS**

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

<b>Required Documents</b>	<b>Attachment</b>
Cost Proposal Form (1 copy, separate & sealed)	B
Proposal Cover Sheet	C
Contractor Reference and Release Form	D
LSBE Subcontractor Reference and Release Form (make additional copies as needed)	E
Responder Affidavit of Compliance with O.C.G.A. § 13-10-91	F
Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91	G
DeKalb First LSBE Information (with Exhibits 1 – 2) and Mentor Protégé Form	H
First Source Jobs Ordinance Information (with Exhibits 1 – 2 only)	I
Certificate of Corporate Responder or Certificate of Authority-Joint Venture	J
Affidavit and Oath of Responder	K
Required Professional Licenses or Certificates	-----
Required Resumes	-----
Audited Financial Statements or Alternative (Balance sheet, Income Statements, <u>and</u> Cash Flow Statement)	-----
Assumptions and Exceptions to the Scope of Work and/or Sample County Agreement for Professional Services, if any	-----

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

**C. PERFORMANCE TIME**

The services required for this RFP shall commence within 10 calendar days after acknowledgement of receipt of a written Notice to Proceed (NTP) and shall be completed within 84 months. Any additional performance time that may be required must be approved in writing by the County.

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

## II. SCOPE OF WORK

The successful responder shall provide all things necessary to perform large-scale trunk sewer design work on DeKalb County, Georgia CIP and CD projects on an as-needed basis as described in Attachment A, *Scope of Work*, attached hereto and included herein by reference.

## III. PROPOSAL FORMAT

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

### A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 21-500596 for Consent Decree (CD): On Call Engineering Services - Trunk Sewer Design" on the outside of the envelope.

Cost Proposal shall be submitted with one (1) original stamped "Original" and one (1) electronic copy on an unlocked thumb drive. All copies of the Cost Proposal must be identical.

The separate sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.

2. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
3. Responders are required to submit their costs on Attachment B, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**
4. Proposers are required to submit their proposed cost structure in the Cost Proposal Forms, identified as Attachment B to this RFP. Proposers are to provide the most recent Federal or State audited overhead rates (copy from Agency to be included), a percent profit that will be used for any assignment (not to exceed 10%) and a percent markup on sub-consultants/sub-contractors (not to exceed 2%).

**The Cost Proposal must be submitted in a separate sealed envelope.** Do not include



fees or costs in any area outside of this cost proposal.

Do not include any assumptions and clarifications within the Cost Proposal. Assumptions and clarification must be listed in the Responder's Technical Proposal.

## **B. Technical Proposal**

### **DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE FLASH DRIVE CONTAINING THE TECHNICAL PROPOSAL.**

1. **Submittals** - Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "**Request for Proposals No. 21-500596 Consent Decree (CD): On Call Engineering Services - Trunk Sewer Design**" on the outside of the envelope.

Technical Proposal shall be submitted with one (1) original stamped "Original" and one (1) electronic copy on an unlocked thumb drive. All copies of the Technical Proposal must be identical.

Each Proposer assumes full responsibility for timely delivery of its PROPOSAL at the required location. Any PROPOSAL received after the submittal deadline shall be deemed nonresponsive and returned.

The content requirements set forth in this RFP represent the minimum content requirements for the PROPOSAL. It is the Proposer's responsibility to include information in its PROPOSAL to present all relevant qualifications and other materials. The PROPOSAL, however, should not contain standard marketing or other general materials. It is the Proposer's responsibility to modify such materials so that only directly relevant information is included in the PROPOSAL.

2. **Format** - The Technical Proposal must not exceed a total of 26 single-sided pages or 13 double-sided pages, including Transmittal letter and Attachment B, *Proposal Cover Sheet*, and must be on 8½ x 11-inch paper with 1-inch or greater margins, excluding the index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of three (3) of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used.
3. **Contents** - The Technical Proposal shall be organized as follows:
  - a. Proposal Cover Sheet
  - b. Letter of Transmittal
  - c. Part 1 – Firm Qualifications, Experience, and References
  - d. Part 2 – Project Organization, Personnel, and Staffing
  - e. Part 3 – Project Management
  - f. Appendices – Required Forms, Documents, and Exceptions/Assumptions

#### **4. Letter of Transmittal**

Letter transmitting the Proposal –The letter must be signed by an authorized principal of the proposing consulting firm or the managing member within a teaming arrangement (partnership or joint venture). At minimum the transmittal should provide the following: address, telephone number, and email address of one (1) individual to whom all correspondence regarding the proposal will be directed. Also, provide a straightforward, complete and concise description of the consultant’s capabilities to satisfy the requirements outlined in this RFP.

Letter must include:

- a. Firm Name
- b. Address
- c. Contact Name
- d. A clear and concise response as to why the County should select your firm for this project.
- e. Statement that, if selected, Proposer shall negotiate in good faith with the County.
- f. Statement acknowledging receipt of each and every Addendum that the County may issue to the RFP.
- g. Statement that the proposal shall remain in effect for and not be withdrawn for one-hundred twenty (120) days after the date due to County.

#### **5. Part 1 – Firm Qualifications, Experience, and References**

- a. Provide a narrative describing the firm’s qualifications to perform the project work, including:
  - 1) Professional Capabilities
  - 2) Firm Trunk Sewer Design Experience; Minimum firm qualifications shall include at least three (3) trunk sanitary sewer designs involving at least 24” diameters (5,000’ minimum each project) over the past 7 years. The prime firm proposing must have completed 50% of the work included in each project submitted as part of their proposal.
  - 3) Responder must provide financial statements for the last three (3) years that evidences the responder’s financial capabilities to perform the scope of work (Audited statements are preferable. If audited financial statements are not available, at minimum, a balance sheet, income statements, and cash flow statements must be submitted). Provide the year of incorporation. This information shall be provided in an appendix and will not count towards the page limit.
  - 4) Engineer must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks. If the firm answers “yes” to any of these items, complete information pertaining to the nature and duration

of the impact shall be disclosed to Dekalb County (not counted towards the page limit).

- b. Please provide a narrative describing your firm's experience in providing relevant engineering services for wastewater trunk sewer design services for Consent Decree and CIP programs of a similar nature or other relevant public works programs.
- c. **For the prime firm proposing**, provide past relevant experience and at least three (3) client references for trunk sewer design projects similar in scope to the work outlined in this RFP. List references for projects in which your firm provided services of a similar nature as requested under this RFP. Provide scope of work, total compensation paid, and contract beginning and end date.
  - 1) Provide the requested information in the following format:
    - a) Project name and description
    - b) Firm's scope of work or role on the project
    - c) Client name and address; and
    - d) Client contact information (Full name, title and telephone number).
- d. Proposers are advised that it is a proposer's obligation to determine whether any conflicts of interest exist for their team members and the extent to which those conflicts need to be resolved or disclosed prior to engaging in business with the County.

## 6. Part 2 – Project Organization, Personnel, and Staffing

Please provide the qualifications and experience for the following positions with particular emphasis on each individual's experience in providing engineering services for Consent Decree and CIP programs of a similar nature or other relevant public works programs:

- a. Principal in Charge
- b. Project Manager
- c. Key technical personnel; and
- d. Staffing level/Organizational chart
  - 1) Include names, titles, fields of expertise, and relevant experience for all proposed personnel and staff. Resumes can list licenses and certificates.
  - 2) Services proposed to be provided.
  - 3) Percent availability to work on this contract.
  - 4) Sub-consultants required to perform proposed services.
  - 5) Team organization, including project role/function chart.
  - 6) Total relevant human resource availability throughout agreement term (anticipated to be at least three years), particularly for the project manager and key personnel.

- 7) DWM requires that the prime (or the JV if applicable) for any proposed team is expected to self-perform at least 50% of the overall project work
- 8) Any change of sub-consultants will require approval from DWM, prior to making such change.

### 7. **Part 3 – Project Management**

Describe how your firm intends to manage all aspects of the work to be performed, including schedules, for completion of tasks/subtasks, procedures for scheduling and cost control. The Project Management proposal must include:

- a. Overall project management approach and methodology.
- b. Schedule, quality, and cost control procedures.
- c. Project tracking and performance monitoring procedures.
- d. Project progress reporting procedures.

### 8. **Appendices – Required Forms and Documents**

- a. Appendix A – Required Forms, Documents, Exceptions/Assumptions, and Acknowledgements
- b. Appendix B – Resumes (limited to two pages per individual)
- c. Copies of firms' engineering and surveying licenses (State of Georgia required) shall be provided at the end of the proposal (does not count towards page limit).

## **C. DeKalb First Ordinance**

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

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

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, it is mandatory that Attachment F, *Responder Affidavit of Compliance with O.C.G.A. § 13-10-91* and Attachment G, *Sub-Responder Affidavit of Compliance with O.C.G.A. § 13-10-91* be completed and submitted with responder’s proposal.

**IV. CRITERIA FOR EVALUATION**

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

- A. Firm Qualifications, Experience, and References (30 points)
- B. Project Organization, Personnel and Staffing (30 points)
- C. Project Management (30 points)
- D. Local Small Business Enterprise Participation (10 points LSBE-DeKalb)  
(5 Points LSBE-MSA)  
(2 Points Goof Faith Efforts)
- D. Oral Interviews (if granted) (10 points) *Optional*

**V. CONTRACT ADMINISTRATION**

**A. Standard County Contract**

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

**B. Submittal Instructions**

One (1) original Technical Proposal stamped “Original” and one (1) unlocked flash drive containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the flash drive); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on Mar 1, 2022:

DeKalb County Department of Purchasing and Contracting

The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 21-500596 Consent Decree (CD): On Call Engineering Services - Trunk Sewer Design" on the outside of the envelope(s) or box(es).

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

### **C. Mandatory Pre-Proposal Conference**

A pre-proposal conference will be held at 2:30 PM on the 18<sup>th</sup> day of January, 2022 via Zoom video conference. Interested responders are **required** to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference and site visit, please contact Willie Moon at (404) 371-7021 or [wmoon@dekalbcountyga.gov](mailto:wmoon@dekalbcountyga.gov).

### **D. Questions**

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted to Willie Moon, via email to [wmoon@dekalbcountyga.gov](mailto:wmoon@dekalbcountyga.gov), no later than close of business on January 27, 2022. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

### **E. Acknowledgment of Addenda**

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Willie Moon at (404) 371-7021 or send an email to [wmoon@dekalbcountyga.gov](mailto:wmoon@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, [www.dekalbcountyga.gov/formalbids](http://www.dekalbcountyga.gov/formalbids).

### **F. Proposal Duration**

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

### **G. Project Director/Contract Manager**

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

### **H. Expenses of Preparing Responses to this RFP**

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

### **I. Georgia Open Records Act**

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

### **J. First Source Jobs Ordinance**

#### 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 404-687-3900.

### **K. Business and Professional Licenses**

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city

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

#### **L. Ethics Rules**

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

#### **M. Right to Audit**

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

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

#### **N. Insurance for Professional Services**

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage



forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - a. Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - i. Employer's liability insurance by accident, each accident \$1,000,000
    - ii. Employer's liability insurance by disease, policy limit \$1,000,000
    - iii. Employer's liability insurance by disease, each employee \$1,000,000
  - b. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - c. Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - d. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - e. Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 

\$5,000,000 per occurrence  
\$5,000,000 aggregate
2. Additional Insured Requirement:
  - a. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall
  - b. be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractors. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - c. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - d. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Certificates of Insurance must be executed in accordance with the following provisions:
  - a. Certificate to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - b. Certificates to contain the location and operations to which the insurance applies;
  - c. Certificates to contain Contractor's protective coverage for any subcontractor's operations;

- d. Certificates to contain Contractor's contractual liability insurance coverage;
- e. Certificates are to be issued to:

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

4. 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.
5. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
6. 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.
7. 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.
8. 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.
9. 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.

#### **N. 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).

## **O. Cooperative Agreement**

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

## **P. Funding**

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

## **VI. AWARD OF CONTRACT**

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

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

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

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

## **VII. ATTACHMENTS**

Attachment A:	Scope of Work
Attachment B:	Cost Proposal
Attachment C:	Proposal Cover Sheet
Attachment D:	Contractor Reference and Release Form
Attachment E:	LSBE Subcontractor Reference and Release Form
Attachment F:	Responder Affidavit of Compliance with O.C.G.A. § 13-10-91
Attachment G:	Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91

- Attachment H: Dekalb First Local Small Business Enterprise LSBE Information Ordinance with Exhibits 1 – 2 and Mentor Protégé Form
- Attachment I: First Source Jobs Ordinance Information (with Exhibits 1 – 4)
- Attachment J: Certificate of Corporate Responder,  
Certificate of Authority – Joint Venture
- Attachment K: Affidavit and Oath of Successful Responder
- Attachment L: Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (EEO) (Executive Order 11246) Located at 41 CFR § 60-4.2
- Attachment M: Georgia Environmental Finance Authority Documentation:  
GEFA 4 – Disadvantaged Business Enterprise (DBE) Compliance Form  
GEFA 9 – Certification by Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity  
GEFA 10 – Certification by Proposed Prime Contractor or Subcontractor Regarding Debarment, Suspension and Other Responsible Matters
- Attachment N: Sample County Contract for Professional Services

Sincerely,

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Willie Moon  
Procurement Agent, Senior - CIP  
Department of Purchasing and Contracting

## ATTACHMENT A

### SCOPE OF WORK

Contracts will be executed as a series of task orders. Specific task orders will be developed with individual consultants based on consultant expertise, availability, and performance. The scope schedule, and budget for these task orders will vary and there is no guarantee of work. The assignment of any Task Order will be at the discretion of DWM and will reflect current performance by the A/E Firm including adherence to project schedules, quality of work and constructability reviews (by DWM or it's assigned designees).

Each task order will define the project scope, schedule and budget in a form filled out by the DWM. Task Order approval will be at the DWM Director level (no direct BOC approval required for each Task Order).

The Scope of Work shall include the following phases of work:

1. Project Management
2. Basis of Design Report (BDR) including 10% design
3. Survey/Subsurface Utility Engineering (SUE)
4. Geotechnical Engineering
5. Thirty (30%) percent design and constructability review
6. Sixty (60%) percent Contract Documents
7. Ninety (90%) percent Contract Documents and Permitting
8. Final Design (100 % Construction Plans)
9. Bidding and Negotiating
10. Construction Administration
11. Post Construction Services

Note that some assigned Task Orders/Projects may have some preliminary engineering work completed prior to the initiation of the TO. Such preliminary work will provide the A/E with early feedback from DWM on how it would prefer to manage sensitive areas (environmental, GDOT, neighborhoods, traffic issues etc). The goal of this planning work is to provide the selected A/E with DWM input prior to the start of the work and ideally help reduce overall design effort timelines.

#### **Task 1 – Project Management**

The Consultant shall provide project management services throughout the term of the Agreement. This project management effort shall be provided for the following processes: project initiation, project planning and scheduling, project execution, project administration and closing. Consultant shall address issues, including but not limited to project integration, project scope development, cost management, quality assurance and control issues, staffing requirements, project communications, and project risk management.

#### **Task 1– Deliverables**

- Project scope
- Project schedule

- Project budget
- Quality control/quality assurance plan
- Monthly status reports (including schedule variances)

### **Task 2 – Basis of Design Report (BDR)**

After issuance of the first written Notice to Proceed under this Agreement, consultant shall perform conceptual study and report for the project. That work shall include, but not necessarily be limited to the following:

- Site visit
- Review of available survey and record plans to establish site boundaries
- Review of required flow capacities (by segment) to be provided by DWM.
- Identify and analyze permits, approvals and requirements of local, State, and Federal regulatory agencies and coordinate with them as necessary for conformance to their requirements, rules, and regulations
- Coordinate work with adjacent projects and developer projects
- Develop detailed project design criteria and identify critical issues, opportunities and constraints.
- Prepare a concept report and documentation package presenting the results of the conceptual BDR. Identify alternative solutions including upsizing in place, relocation in areas as needed to mitigate impacts to sensitive features, and the construction of a parallel relief trunk sewer. ***It is possible some projects may involve a combination of various alternatives.*** Analyses of alternatives (above) shall include an opinion of probable construction costs (OPCC), protection of sensitive features, overall constructability, and impacts to adjoining properties and traffic patterns. Document and recommend one preferred plan that best achieves the project design criteria. Meeting with DWM between preliminary and final BDR should be included to ensure DWM input/concerns are addressed as the design phase(s) proceed.

### **Task 2 – Deliverables**

- Preliminary conceptual study;
- Final conceptual study;
- Utility and subsurface exhibits;
- 10 percent construction plans;
- Preliminary project construction cost estimates; and
- Preliminary project design schedules updates.
- Survey data, as applicable.
- Geotechnical investigation data, as applicable.
- Other exploration, testing, and analyses, as applicable.
- Identification of discrepancies between data provided by County and that collected by Engineer.
- Permitting requirements and approach.
- Opinion of probable cost, AACE Class 4, Schematic/Conceptual (accuracy -15% to +50%).

### **Task 3 –Survey/Subsurface Utility Engineering (SUE)**

Under this agreement the consultant shall provide a completed project corridor survey based on the DWM approved BDR and provide the necessary supplemental field surveys to complete assigned tasks. Surveys may include cadastral surveys, topographical surveys, engineering surveys, hydrographic surveys, boundary surveys, as-built surveys, surveys for easement/ROW areas, construction surveys for line and grade of proposed pipelines and structures. Survey shall be performed to GDOT standards. Easement plats may be required (Task Order will define exact needs) but acquisition will be completed by DWM or its assigned agent.

When it is determined and approved by the County the consultant shall provide SUE services. The consultant shall engage a SUE consultant to perform the desired level of SUE services (Level A, B, C, D). SUE services shall conform to GDOT standards. The SUE consultant shall perform engineering services and related tasks which will result in obtaining applicable underground utility information and data required under this service category. Investigations will be performed throughout the County on an as needed and as requested basis.

#### **Task 3 – Deliverables**

- Complete topographic survey with adjacent property lines (ACAD format);
- SUE results that result from work as assigned in the Task Order scope of work. Results will be reported to DWM as part of progress meetings and used by the design A/E to complete the project.
- Easement plats and legal descriptions if assigned in the Task Order scope of work.

### **Task 4 –Geotechnical Engineering**

Consultant will investigate the soil and subsurface conditions at the project site and provide geotechnical recommendations for design of the project. The geotechnical work shall include, but not necessarily be limited to the following:

#### **A. Review and Analysis of Existing Information:**

1. Collect and review existing geotechnical reports, boring logs and other geotechnical information from adjacent and nearby projects, as well as from previously performed geotechnical work in the project area.
2. Review and represent the site geology on plan, section, and profiles. Summarize soil parameters as presented in existing data.
3. Inspect site to determine existing site conditions.

#### **B. Field Investigation:**

1. Following review of available geotechnical information, consultant shall develop a geotechnical work plan, including determination of the number of borings, cone penetration test (CPT), standard proctor test (SPT) or other data acquisition and testing required for design of the project.
2. Submit a boring plan indicating the location and depths of all borings and SPTs/CPTs

for approval by engineer prior to sampling. Boring plan shall indicate substructures in the vicinity of the proposed borings.

3. Detailed planning of field investigation:

- a. Arrange for and schedule drillers;
- b. Make preparations for sample handling, transportation, and testing;
- c. Locate test borings;
- d. Locate utilities and other onsite interferences and mark location on the ground;
- e. Obtain necessary permits; and
- f. Schedule field staff.

4. Perform borings and other fieldwork as necessary for the surface and subsurface investigation. As initial surface and subsurface investigation is accomplished and data is reviewed, consultant shall adjust boring depths, locations, and number of borings and SPTs/CPTs using prudent engineering judgement and considering subsurface conditions and project requirements and as approved by engineer. Test data shall be obtained during borings.

C. Laboratory Testing:

1. Perform laboratory testing to include, but not necessarily be limited to the following:
  - a. Index testing:
    - i. Moisture content/dry density;
    - ii. Specific gravity;
    - iii. Atterberg limits;
    - iv. Sieve analysis; and
    - v. Resistivity
  - b. Consolidation tests with time plot.
  - c. Soil Strength tests:
    - i. Triaxial compression;
    - ii. Direct shear; and
    - iii. Standard penetration test.
  - d. R-value or CBR tests
  - e. Compaction tests.
  - f. Chemical analysis:
    - i. pH
    - ii. sulfates
    - iii. chlorides.

D. Prepare Soil Data Report:

1. Prepare narrative summary of the site soil conditions and soil parameters as developed from review of existing data, borings, and laboratory testing.
2. Prepare and draft boring logs.
3. Prepare site soil plan and profile.
4. Prepare data report.



E. General Grading:

1. Provide analyses and recommendations for the following:
  - a. Trench excavation, backfill, and shoring; and
  - b. Bedding requirements for utilities and substructures.

F. Draft and Final reports:

The findings, conclusions, and recommendations shall be discussed with the County as they are developed. Upon completion of the work, consultant shall submit two copies of the draft report containing the findings, conclusions, and recommendations together with the supporting field and laboratory data for review by the County. Consultant shall review and address the County's comments and submit two copies of the final report to the County.

**Task 4 – Deliverables**

- Draft and final geotechnical report.

**Task 5 - 30% Design Documents**

*After acceptance by DWM of the final BDR, Engineer shall proceed with preparation of the 30% design documents, further enhancing and refining the concepts presented in the BDR.*

The 30% Design Documents shall include specifications and drawings developed to 30% completion of final design and shall include at minimum:

- Engineer's responses to County comments on the prior deliverable (BDR).
- Narrative with updates (as applicable) to BDR content (refer to list of items in section "Basis of Design Report (BDR)") to include detailed descriptions of deviations from the BDR.
- Drawings:
  - Cover Sheet
  - Index of Drawings (intended list of drawings for completed project)
  - Location and Vicinity Maps
  - Plan and Profile
  - List of Abbreviations
  - General Site Layout
  - Completed Survey (GDOT standards)
- List of Specifications including any additional which have not been provided in the County's Guide Specifications
- Permitting
  - Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.
- Quality management and constructability review of documents prior to submission to County
- Design calculations: Calculations applicable to 30% deliverable.

**Task 6 - 60% Design Documents**

After acceptance by DWM of the 30% Design Documents, Engineer shall proceed with preparation of the 60% design documents, further enhancing and refining the concepts presented in the 30% Design Documents.

The 60% Design Documents shall include specifications and drawings developed to 60% completion of final design and shall include at minimum:

- Engineer's responses to County comments on the prior deliverable (30% Design Documents).
- Narrative with updates (as applicable) to BDR content (refer to list of items in section "Basis of Design Report (BDR)") to include detailed descriptions of deviations from the BDR.
- Drawings
  - Cover Sheet;
  - Sheet Index;
  - Summary of Quantities
  - Construction Plan and Profile Drawings;
  - Pipe replacement sizing and material schedules;
- Specifications
  - Updated Specifications developed to at least 60% completion including any additional which have not been provided in the County's Guide Specifications
  - The DWM Guide Specifications provide the minimum requirements for the Project. The Engineer is responsible for updating the Guide Specifications and preparing the final Project Specifications using the CSI format. To expedite the review process, the Engineer shall document and provide to the County all proposed changes to the Guide Specifications for the County to review and approve. The Final Technical Specifications shall not make any generalized blanket references to the County's Standards and Guide Specifications, or other State or National standards. If any sections of these standards and specifications are to be included by reference, the Project technical Specifications shall cite specific chapters and/or paragraphs of the reference standards.
- Permitting
  - Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.
- Quality management and constructability review of documents prior to submission to County
- Design calculations: Calculations applicable to 60% deliverable.

### **Task 7 - 90% Design Documents**

After acceptance by DWM of the 60% Design Documents, Engineer shall proceed with preparation of the 90% design documents, further enhancing and refining the concepts presented in the 60% Design Documents to submit for permit reviews by the Planning and Sustainability Department and required regulatory agencies such as the Georgia EPD

The 90% Design Documents shall include specifications and drawings developed to 90% completion and shall include at minimum:

- Engineer's responses to County comments on the prior deliverable (60% Design Documents)
- Narrative with updates (as applicable) to BDR content (refer to list of items in section "Basis of Design Report (BDR)") to include detailed descriptions of deviations from the BDR.
- Opinion of probable cost, AACE Class 1, Bid (accuracy -3% to +15%)

- Bid instructions, including Bid Form. If provided by County, edit County’s Bid instructions for the Project.
- Drawings
  - Drawings developed to 90% completion, ready to be signed and sealed by a Professional Engineer
  - General – Cover, Index, Summary of Quantities, Location, General Notes
  - Civil – General Notes, Existing Condition Plans, Sewer Main Plan and Profiles, Construction Site Plans, Site Plans, Paving, Grading and Drainage, Standard Details, Landscaping, ES&PC
  - Traffic Control Plan/Maintenance of Traffic – Projects that affect local, County and State roads require a maintenance of traffic (MOT) plan and traffic control plan (TCP) per the requirements of each jurisdiction/agency.
- Specifications
  - Updated Specifications developed to 90% completion, ready to be signed and sealed by a Professional Engineer
- Permitting
  - Preparation of documents to support permitting and permitting submittals and meetings with regulatory agencies, as applicable.
  - Submission of necessary applications and supporting documents to obtain all necessary permits from respective applicable agencies. Fee applications will be either reimbursed by DWM to the A/E or directly paid by DWM depending on the agency involved.
  - Confirm that all permitting and regulatory approvals have been obtained and that no outstanding issues prevent the project to be bid
- Quality management and constructability review of documents prior to submission to County
- Design calculations notebook: Final calculations.

### **Task 8 - 100% Design Documents**

After acceptance by DWM of the 90% Design Documents, Engineer shall proceed with preparation of the 100% design documents that are signed and sealed by a Professional Engineer”.

The 100% Design Documents shall include specifications and drawings developed to 100% completion of final design and shall include at minimum:

- Engineer’s responses to County comments on the prior deliverable (90% Design Documents)
- Engineer’s responses to all Permitting agency comments on any prior deliverable
- Narrative with updates (as applicable) to BDR content (refer to list of items in section “Basis of Design Report (BDR)”) to include detailed descriptions of deviations from the BDR.
- Updates to 90% opinion of probable cost, as applicable.
- Bid instructions, including Bid Form.
- Drawings
  - Drawings developed to 100% completion, signed and sealed by a Professional Engineer
- Specifications
  - Specifications developed to 100% completion, signed and sealed by a Professional Engineer

- Quality management review of documents prior to submission to County
- Design calculations notebook: Updates to final calculations, as applicable.

### **Task 9 – Bidding and Negotiations**

If requested, consultant will provide assistance to the County during the contract(s) advertising and award process to include the following:

- A. Attendance at pre-bid meetings;
- B. Reviewing and providing responses to bidder inquiries;
- C. Preparing and providing design addenda items to DWM for use in Purchasing & Contracting official Addenda as needed; and
- D. Provide minimum contractor experience recommendations to DWM.

### **Task 10 – Construction Administration**

Consultant shall provide the following services in support of the County during project construction (note that DWM may self-perform some of these services listed below):

- A. Attend the pre-construction conference;
- B. Construction site visits;
- C. Attend construction progress meetings, if requested;
- D. Defective work review;
- E. Clarifications and interpretations;
- F. Shop drawing review and approval if requested;
- G. Review of Request for Information (RFI) if requested

### **Task 11 – Post-Construction Services**

Upon written authorization from the County during the post-construction the consultant shall;

- A. Together with the County, visit the project to observe any apparent defects in the work, assist the County in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if any;
- B. Record drawings following construction completion based on red-line drawings provided by the contractor via DWM.

C. Perform or provide additional post-construction phase tasks or deliverables as requested.

### List of Minimum Regulatory Standards

Engineer must comply with all Local, State and Federal Regulations including, but not limited to, the following Specifications and Standards:

Item	Title	Edition
1	Department of Watershed Management Design Standards, Potable Water Main, Gravity Sanitary Sewer, and Sanitary Sewer and Force Main Design Standards	Latest Edition
2	Technical Guide Specifications	Latest Edition
3	The Georgia Manual for Erosion and Sedimentation Control	Latest Edition
4	Federal Highway Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)	Latest Edition
5	ASTM International Standards formerly known as American Society for Testing and Materials (ASTM)	Latest Edition
6	American Water Works Association (AWWA)	Latest Edition
7	The American Association of State Highway and Transportation Officials (hereinafter AASHTO)	Latest Edition
8	National Sanitation Foundation (NSF)	Latest Edition
9	American Concrete Institute (ACI)	Latest Edition
10	29 Code of Federal Regulations (CFR) 1910	Latest Edition
11	29 Code of Federal Regulation 1926	Latest Edition
12	American National Standards Institute (ANSI)	Latest Edition
13	Codes adopted and enforced by DeKalb County	Latest Edition
14	Georgia Environmental Finance Authority (GEFA)	Latest Edition
15	Water Infrastructure Finance and Innovation Act (EPA) WIFIA	Latest Edition

Note that the bidding and construction efforts on behalf of DeKalb County will need to be WIFIA and GEFA compliant.

**END OF ATTACHMENT A**

**ATTACHMENT B**

**COST PROPOSAL FORM**  
(consisting of 2 pages)

**CONSENT DECREE (CD): ON CALL ENGINEERING SERVICES - TRUNK SEWER  
DESIGN**

**Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Cost Proposal for the Request for Proposals 21-500596 Consent Decree (CD): On Call Engineering Services - Trunk Sewer Design" clearly identified on the outside of the envelope.**

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

Please provide the following information:

Name of Firm: \_\_\_\_\_

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

Contact Person Submitting Proposal: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signer

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

**ATTACHMENT B**

**COST PROPOSAL FORM (continued)**

**Responder:** Provide the following for engineering services as specified in the Scope of Work of RFP No. 21-500596:

- **Latest Federal or State Audited Overhead Rate** (latest must be within the last 3 years from submittal) provided as a direct labor multiplier or overall percent inclusive of all benefits/insurance/administrative elements excluding profit. Note, future audited OH rates will be provided to DWM and used by the selected A/E firms as applicable. A copy of the most current audited OH rate will be submitted by the proposed firm as a requirement for negotiation of any proposal.
- **Percent (%) profit on direct labor** (the provided % profit shall be used by the proposer on all work performed as part of this project).
- DWM will allow up to two percent markup (2%) markup on sub-consultant costs
- No markup will be allowed by DWM on other direct costs.

<b>Cost Component</b>	<b>Proposal</b>	<b>Comments</b>
Audited Overhead Rate		Percent or Multiplier (circle one)
Percent Profit		10% Maximum with no modification allowed for duration of contract.
Percent Markup on Sub-consultants		2% Maximum

**END OF ATTACHMENT B**

**ATTACHMENT C**  
**PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
Request for Proposals for 21-500596 Consent Decree (CD): On Call Engineering Services - Trunk Sewer Design described herein will be received in the Purchasing & Contracting Department, Room 2 <sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <u>March 1, 2022 until 3:00 p.m. (EST)</u> . Proposals shall be marked in accordance with the RFP, Section V. Contract Administration, B. Submittal Instructions.			
<b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.			
Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**END OF ATTACHMENT C**



## ATTACHMENT D

### CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform trunk sewer design projects similar in scope to the work outlined in the solicitation.

Responder shall have successfully completed at least three (3) trunk sewer projects involving at least 24” diameters (5,000 LF minimum each project) over the past 7 years. The prime firm proposing must have completed 50% of the work included in each project submitted as part of their proposal.

Company Name	Email Address		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Actual Contract Period (Start – Completed)	Planned Contract Period (Start – Completed)		
Contract Value for the Design: \$	Change Order Value for the Design: \$		
Contract Value for the Construction: \$	Change Order Value for the Construction: \$		
Project Name:			
Description of Project:			
Role of Proposer on Project:			

Company Name		Email Address		
Contact Person Name and Title		Telephone Number (include area code)		
Complete Primary Address		City	State	Zip Code
Actual Contract Period (Start – Completed)		Planned Contract Period (Start – Completed)		
Contract Value for the Design: \$		Change Order Value for the Design: \$		
Contract Value for the Construction: \$		Change Order Value for the Construction: \$		
Project Name:				
Description of Project:				
Role of Proposer on Project:				

Company Name		Email Address		
Contact Person Name and Title		Telephone Number (include area code)		
Complete Primary Address		City	State	Zip Code
Actual Contract Period (Start – Completed)		Planned Contract Period (Start – Completed)		
Contract Value for the Design: \$		Change Order Value for the Design: \$		
Contract Value for the Construction: \$		Change Order Value for the Construction: \$		
Project Name:				
Description of Project:				
Role of Proposer on Project:				

**REFERENCE CHECK RELEASE STATEMENT**

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

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

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

**END OF ATTACHMENT D**

**ATTACHMENT E**  
**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 of service listed in the solicitation.

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

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/Description of Project			

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/Description of Project			

**REFERENCE CHECK RELEASE STATEMENT**

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

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

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

**END OF ATTACHMENT E**

**ATTACHMENT F**

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

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

\_\_\_\_\_  
Responder's Name

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

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

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

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

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

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

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

**END OF ATTACHMENT F**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

21-500596 Consent Decree: On Call Engineering Services - Trunk Sewer Design  
Name of Project

DeKalb County, Georgia Government  
Name of Public Employer

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

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

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

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

Subscribed and Sworn before me on this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**END OF ATTACHMENT G**

**ATTACHMENT H  
 DEKALB FIRST LSBE INFORMATION  
 WITH EXHIBITS 1-2**

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

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



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

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

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

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

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

**EXHIBIT 1**

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

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

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

SOLICITATION NUMBER: 21-500596

TITLE OF UNIT OF WORK – Consent Decree: On Call Engineering Services - Trunk Sewer Design

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 2”.

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

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

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

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

Please attach additional pages, if necessary.

**EXHIBIT 1, CONT'D**

**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

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

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

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

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

**EXHIBIT 1, CONT'D**

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

**Bidder/Proposer Statement of Compliance**

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

**1. Non-Discrimination Policy**

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

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

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

Firm Name (Please Print):

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Firm's Officer:

(Authorized Signature and Title Required) Date

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

---

Notary Public

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

**EXHIBIT 2**

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

Instructions:

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

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

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

ITB Number: 21-500596

Project Name: Consent Decree: On Call Engineering Services - Trunk Sewer Design

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

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

**Prime Contractor**

**Sub-contractor**

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

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

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

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

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

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





DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PROGRAM MENTOR- PROTÉGÉ INITIATIVE

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

Place Initials Below

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

Table with 2 columns: Mentor, Protégé. Each row corresponding to a list item has a horizontal line for initials.

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

Mentor Signature: Printed Name: Title: Date:

Protégé Signature: Printed Name: Title: Date:

**ATTACHMENT I**



**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.*

**ATTACHMENT I**  
**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.*



**ATTACHMENT I**  
**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)

<b>DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY</b>	
<b>SYSTEM</b>	
TYPE: <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> 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.*

**ATTACHMENT I**  
**FIRST SOURCE JOBS ORDINANCE INFORMATION**

**EXHIBIT 4**

**EMPLOYMENT ROSTER**  
**DeKalb County**

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

*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.*

**END OF ATTACHMENT I**

**ATTACHMENT J**

**CERTIFICATE OF CORPORATE RESPONDER**

I, \_\_\_\_\_ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Responder herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_\_; that \_\_\_\_\_ (*insert name of individual signing the Proposal*) who executed this Proposal on behalf of the Responder was, then and there, \_\_\_\_\_ (*insert title of individuals signing the Proposal*) and that said Proposal was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

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

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This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (Corporate Seal)  
Secretary

**ATTACHMENT J, CONT'D**

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

I, \_\_\_\_\_, <sup>(1)</sup> certify that:

1. I am the \_\_\_\_\_ <sup>(2)</sup> of \_\_\_\_\_, <sup>(3)</sup> (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Request for Proposal No. 21-500596 CD: On Call Engineering Services - Trunk Sewer Design;
3. Venturer is organized and incorporated to do business under the laws of the State of \_\_\_\_\_;  
and
4. Said Request for Proposal No. 21-500596 CD: On Call Engineering Services - Trunk Sewer Design was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

---

---

---

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Signature of Person Executing Certification

**INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:**

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

**COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH PROPOSAL.**

**END OF ATTACHMENT J**

**ATTACHMENT K**

**AFFIDAVIT AND OATH OF RESPONDER**

Personally appeared before me, the undersigned officer, duly authorized to administer oaths,

\_\_\_\_\_,(insert name), who, after being duly sworn, deposes as follows:

I, \_\_\_\_\_, (insert name), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, \_\_\_\_\_ (insert name) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid or Proposal for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid or Proposal for this Project.

I, \_\_\_\_\_ (insert name) swear or affirm that I have not engaged in any collusive or anti-competitive practices in responding to this solicitation for bid or proposal. Bid or Proposal is genuine and not collusive or sham; I swear or affirm that I have not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder/Proposer or person, to put in a sham Bid or Proposal, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid or Proposal Price of affiant or any other Bidder or Proposer, or to fix any overhead, profit or cost element of said Bid or Proposal Price, or of that of any other Bidder or Proposer, or to secure any advantage against DeKalb County, or any person interested in the proposed Contract; and that all statements in said Bid or Proposal are true; and further, that such Bidder or Proposer has not, directly or indirectly submitted this Bid or Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof. If Owner determines that collusion exists among Bidders or Proposers, Bids or Proposals from participants in collusion will not be considered.

I, \_\_\_\_\_ (insert name) swear or affirm that in making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A §16-10-20.

I, \_\_\_\_\_ (insert name) swear or affirm that I understand that Bids or Proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate bids or proposals, incomplete or unbalanced unit prices, or other irregularities. I swear or affirm that I understand



**ATTACHMENT K (Cont'd)**

**AFFIDAVIT AND OATH OF RESPONDER**

that DeKalb County may reject a bid or proposal as non-responsive if the prices bid are materially unbalanced between the line items or sub-line items. "Unbalanced Bid" shall mean a Bid or Proposal, in the opinion of the Owner, that is based in prices significantly less than cost for some work, or prices which are significantly overstated in relation to the cost for other work, and if there is a reasonable doubt that the Bid or Proposal will result in the lowest overall cost to DeKalb County even though it may be the low evaluated Bid or Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Print Title of Affiant

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

\_\_\_\_\_  
NOTARY PUBLIC

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

**END OF ATTACHMENT K**

**ATTACHMENT L**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) LOCATED AT 41 CFR § 60-4.2**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Time-tables</b>	<b>Goals for minority participation for each trade</b>	<b>Goals for female participation in each trade</b>
	Insert goals for each year <sup>1</sup>	6.9% <sup>2</sup>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

<sup>1</sup> Goals can be found at: <https://www.dol.gov/agencies/ofccp/construction>

<sup>2</sup> Nationwide goal for all covered areas

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is located within the entirety of DeKalb County, Georgia.

**END OF ATTACHMENT L**

21-500596  
CD: On Call Engineering Services - Trunk Sewer Design

**ATTACHMENT M**

**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY DOCUMENTATION (GEFA)**

# DBE COMPLIANCE FORM

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR DBE COMPLIANCE REVIEW. THE PROPOSED PRIME CONTRACTOR AND OWNER SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO SUBMITTAL.

Loan Recipient \_\_\_\_\_

SRF Loan Number \_\_\_\_\_

## PRIME CONTRACTOR'S AND OWNER'S CERTIFICATIONS:

*I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.*

\_\_\_\_\_  
(Prime Contractor signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Printed name and title)

*I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.*

\_\_\_\_\_  
(Signature of Owner or Owner's representative)

Date \_\_\_\_\_

\_\_\_\_\_  
(Printed name and title)

## CONTACT INFORMATION

Owner contact \_\_\_\_\_

Owner phone number & email \_\_\_\_\_

Consulting Engineer contact \_\_\_\_\_

Consulting Engineer phone number & email \_\_\_\_\_

Proposed Prime Contractor \_\_\_\_\_

Prime Contractor contact \_\_\_\_\_

Prime Contractor phone number & email \_\_\_\_\_

Proposed total contract amount \$ \_\_\_\_\_

Proposed total MBE participation \$ \_\_\_\_\_ Percentage \_\_\_\_\_ Goal: 4.0 percent

Proposed total WBE participation \$ \_\_\_\_\_ Percentage \_\_\_\_\_ Goal: 4.0 percent

CONTINUED ON NEXT PAGE

## SIX GOOD FAITH EFFORTS

These good faith efforts are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such good faith efforts are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the resources, services, and assistance of the Department of Transportation (DOT), Small Business Administration (SBA), and the Minority Business Development Agency of the Department of Commerce (MBDA).
6. If the Prime Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, tribal, or private entities whose certification criteria match EPA's). DBEs must be certified in order to be counted toward the Prime Contractor's MBE/WBE goals. "Self-certified" DBE subcontractors will not be counted toward the Prime Contractor's MBE/WBE goals. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE).

The Prime Contractor must employ and document the **Six Good Faith Efforts** for all subcontracts, even if the Prime Contractor has achieved the fair share objectives.

The documentation of solicitations for the **Six Good Faith Efforts** must be detailed in order to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results and affidavits of publication in newspapers or other publications. The Prime Contractor is encouraged to follow up each written, fax, or e-mail solicitation with at least 1 logged phone call.

The Prime Contractor should attempt to identify and solicit DBEs in the geographic proximity of the project before soliciting those located farther away.

If a DBE subcontractor fails to complete work under the subcontract for any reason, the Prime Contractor must notify the Owner in writing prior to any termination and must employ the Six Good Faith Efforts described above if using a replacement subcontractor. Any proposed changes from the approved DBE subcontractor list must be reported to the Owner and to GEFA on the *Changes to Approved Subcontractors Form* (GEFA-14) prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to GEFA for new DBE subcontracts.

# RESOURCES FOR IDENTIFYING DBE SUBCONTRACTORS

## RESOURCES FOR IDENTIFYING DBE SUBCONTRACTOR'S FOR DIRECT SOLICITATION:

Georgia Department of Transportation (GDOT)  
Disadvantaged Business Enterprise Program  
(404) 631-1972

[https://gdotbiext.dot.ga.gov/analytics/saw.dll?Dashboard&PortalPath=%2Fshared%2FExternal%2F\\_portal%2FUCP%20Directory&Page=UCP%20Directory&Action=Navigate&Syndicate=true&anon=1](https://gdotbiext.dot.ga.gov/analytics/saw.dll?Dashboard&PortalPath=%2Fshared%2FExternal%2F_portal%2FUCP%20Directory&Page=UCP%20Directory&Action=Navigate&Syndicate=true&anon=1)

City of Atlanta, Georgia Office of Contract Compliance (404) 330-6010  
<https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance>

DeKalb County, Georgia  
Office of Purchasing and Contracting  
(404) 371-4730

<http://dekalbsbe.info/wordpress1/wp-content/uploads/2016/05/DeKalbCountyCertifiedVendorsListMay10-2016-Final2.pdf>

Fulton County, Georgia  
Purchasing and Contract Compliance  
(404) 612-5800

<http://www.fultoncountyga.gov/fcpcdd-local-business-directory>

Metropolitan Atlanta Rapid Transit Authority (MARTA)  
Disadvantaged Business Enterprise Program  
(404) 848-4656

<https://marta.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?KID=c563&TN=marta>

United States Environmental Protection Agency  
[http://www.epa.gov/osbp/dbe\\_team.htm](http://www.epa.gov/osbp/dbe_team.htm)

Teree Henderson  
National DBE Program Coordinator  
(202) 566-2222  
[henderson.teree@epa.gov](mailto:henderson.teree@epa.gov)

For more information about DBE compliance,  
contact:  
[dbe\\_compliance@gefa.ga.gov](mailto:dbe_compliance@gefa.ga.gov)

### NOTES:

- (1) The Prime Contractor shall use the necessary resources to identify and directly solicit no less than 3 certified MBE firms and 3 WBE firms to bid in each expected subcontract area or trade.
- (2) If a diligent and documented search of the recommended directories does not identify 3 potential certified MBE firms and 3 potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.
- (4) The Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.
- (5) Contact GEFA Program Managers at (404) 584-1000 or [dbe\\_compliance@gefa.ga.gov](mailto:dbe_compliance@gefa.ga.gov) for further assistance or resources.

**CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

Proposed Prime Contractor
Proposed Subcontractor

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25). Any bidder or prospective prime contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

(1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
YES \_\_\_\_\_ NO \_\_\_\_\_

(2) Compliance Reports were required to be filed in connection with such contract or subcontract.  
YES \_\_\_\_\_ NO \_\_\_\_\_ (If YES, state what reports were filed and with what agency.)

(3) Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEC-1 Report).  
YES \_\_\_\_\_ NO \_\_\_\_\_ (If NO, please explain in detail.)

The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR  
REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS**

Proposed Prime Contractor
Proposed Subcontractor

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under federal program or sub-agreement there under for \$25,000 or more. Accordingly each recipient of a State loan or a contract (engineering or construction) awarded under a loan must complete the following certification (see 40 CFR 32.510).

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is as follows:



21-500596

CD: On Call Engineering Services - Trunk Sewer Design

**ATTACHMENT N**

**SAMPLE COUNTY CONTRACT FOR PROFESSIONAL SERVICES**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **DEKALB COUNTY, GEORGIA**

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide \_\_\_\_\_ in DeKalb County, Georgia.

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

#### **ARTICLE I. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2029, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

#### **ARTICLE III. PAYMENT**

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed XXXXXX and XX/100<sup>th</sup> Dollars (\$XXXX.XX), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment B, the Contractor’s Cost Proposal, consisting of 2 page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:  
DeKalb County, Georgia  
Attention: Kerry Williams, Project Manager  
Department of Watershed Management  
4572 Memorial Drive, Decatur GA 30032

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

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

The Contractor agrees to provide all design and engineering services in accordance with Attachment B, Scope of Work; the County's Request for Proposals (RFP) No. 21-500596 Consent Decree (CD): On Call Engineering Services - Trunk Sewer Design (Multiyear Contract) attached hereto as Appendix I and incorporated herein by reference; and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and

property of the County to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed by Contractor or utilized by Contractor in the performance of the Work. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to 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 to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed by Contractor or utilized by Contractor in the performance of the Work. 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 negligent, reckless or intentionally wrongful act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. 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 any negligent, reckless or intentionally wrongful act or omission 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.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;

- (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:  
\$5,000,000 per occurrence  
\$5,000,000 aggregate
2. Additional Insured Requirement:
  - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Certificates of Insurance must be executed in accordance with the following provisions:
  - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be **issued** to:

**DeKalb County, Georgia**

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

4. 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.
5. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
6. 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.
7. 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.
8. 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.
9. 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.
10. Copies of Required Insurance policies with Declarations Page(s) shall be attached hereto as Attachment C.

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

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

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization**  
Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined

by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment D. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment E. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment F.

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

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

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

P. **First Source Jobs Ordinance** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3900.

Q. **Business and Professional Licenses** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit



a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract, attached hereto as Attachment G, shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Additional Attachments and Appendices** This Contract includes the following additional Attachments and Appendices all of which are incorporated herein by reference: Attachment H, Certificate of Corporate Resolution/Business Organization; Attachment I, Executive Order No. 2014-4 New Ethics Policy; Attachment I, Georgia Environmental Finance Authority (GEFA) Documentation; Appendix I, County's RFP; and Appendix II, Contractor's Response.

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

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

**If to the County:**

Chief Executive Officer  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to: Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to: Director of the Department of Watershed Management  
1580 Roadhaven Drive  
Stone Mountain, Georgia 30083

**If to the Contractor:**

\_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

X. **Federal and/or State Funding/Law** Without limiting the provision herein concerning the applicability of certain laws, ordinances, rules and regulations, Contractor has been explicitly informed and understands that the following laws, ordinances, rules and regulations may apply to the execution and performance of all parts of this Contract, the Project and the Work: The American Iron and Steel Requirement, 33 U.S.C. 3914; The Davis Bacon Act, 40 U.S.C. 3141 et seq.; The National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq.; Archeological and Historic Preservation Act, 16 U.S.C. 469-469c; Clean Air Act, 42 U.S.C. 7401 et seq.; Clean Water Act, 33 U.S.C. 1251 et seq.; Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq.; Coastal Zone Management Act, 16 U.S.C. 1451 et seq.; Endangered Species Act, 16 U.S.C. 1531 et seq.; Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order 12898, 59 FR 7629, February 16, 1994; Floodplain Management, Executive Order 11988, 42 FR 26951, May 24, 1977, as amended by Executive Order 13690, 80 FR 6425, February 4, 2015; Protection of Wetlands, Executive Order 11990, 42 FR 26961, May 25, 1977, as amended by Executive Order 12608, 52 FR 34617, September 14, 1987; Farmland Protection Policy Act, 7 U.S.C. 4201 et seq.; Fish and Wildlife Coordination Act, 16 U.S.C. 661-666c, as amended; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et seq.; National Historic Preservation Act, 16 U.S.C. 470 et seq.; Safe Drinking Water Act, 42 U.S.C. 300f et seq.; Wild and Scenic Rivers Act, 16 U.S.C. 1271 et seq.; Debarment and Suspension, Executive Order 12549, 51 FR 6370, February 21, 1986; Demonstration Cities and Metropolitan Development Act, 42 U.S.C. 3301 et seq., as amended,

and Executive Order 12372, 47 FR 30959, July 16, 1982; Drug-Free Workplace Act, 41 U.S.C. 8101 et seq.; New Restrictions on Lobbying, 31 U.S.C. 1352; Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under 42 U.S.C. 7606 and 33 U.S.C. 1368, and Executive Order 11738, 38 FR 25161, September 12, 1973; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq.; Age Discrimination Act, 42 U.S.C. 6101 et seq.; Equal Employment Opportunity, Executive Order 11246, 30 FR 12319, September 28, 1965; Section 13 of the Clean Water Act, Pub. L. 92-500, codified in 42 U.S.C. 1251; 40 CFR Part 7; Section 504 of the Rehabilitation Act, 29 U.S.C. 794, supplemented by Executive Orders 11914, 41 FR 17871, April 29, 1976 and 11250, 30 FR 13003, October 13, 1965; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.; and Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements, 73 FR 15904.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in by their authorized representative as of \_\_\_\_\_, (hereinafter called the "execution date").

**NAME OF CONTRACTOR**

**DEKALB COUNTY, GEORGIA**

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

\_\_\_\_\_ **by Dir. (SEAL)**

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

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David E. Hayes, Director  
Department of Watershed Management

\_\_\_\_\_  
Assistant County Attorney  
DeKalb County Law Department

21-500596  
CD: On Call Engineering Services - Trunk Sewer Design  
Sample Contract

**ATTACHMENT A**  
**CONTRACTOR'S COST PROPOSAL**

**ATTACHMENT B**

**SCOPE OF WORK**

SAMPLE

**ATTACHMENT C**

**CERTIFICATE OF INSURANCE,  
DECLARATIONS, AND ENDORSEMENTS**

SAMPLE

**ATTACHMENT D**

**CONTRACTOR'S AFFIDAVIT OF COMPLIANCE WITH  
O.C.G.A. § 13-10-91**

SAMPLE



**ATTACHMENT E**

**SUBCONTRACTOR'S AFFIDAVIT OF COMPLIANCE  
WITH O.C.G.A. § 13-10-91**

SAMPLE

**ATTACHMENT F**

**SUB-SUBCONTRACTOR'S AFFIDAVIT OF COMPLIANCE  
WITH O.C.G.A. § 13-10-91**

SAMPLE

**ATTACHMENT G**

**BUSINESS AND PROFESSIONAL LICENSES**

SAMPLE

**ATTACHMENT H**

**CERTIFICATE OF CORPORATE RESOLUTION/BUSINESS ORGANIZATION**

SAMPLE

**ATTACHMENT I**

**EXECUTIVE ORDER NO. 2014-4 NEW ETHICS POLICY**

SAMPLE

**APPENDIX I**

**COUNTY'S RFP**

SAMPLE

**APPENDIX II**

**PROPOSER SUBMITTAL**

SAMPLE