



**DeKalb County
Department of Purchasing and Contracting**

Malool Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

January 6, 2020

**INVITATION TO BID (ITB) NO. 19-101195
FOR
CONSTRUCTION OF EAST DEKALB COMMUNITY AND SENIOR
CENTER AT BRUCE STREET**

DEKALB COUNTY, GEORGIA

Procurement Agent: Jovan Hooper
Phone: (404) 371-3644
Email: jhooper@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: Wednesday, January 8, 2020
(Bidders must attend 1 meeting on either Wednesday, January 15, 2020
of the dates listed.) Wednesday January 22, 2020
4572 Memorial Drive, Decatur, Georgia 30032
Main Conference Room - B
(Meetings are held at 10:00AM and 2:00PM)
Video Conference: Utilize the links supplied below, as well
as on our webpage labeled “DeKalb First (LSBE Program)”

Mandatory Pre-Bid Conference and Site Visit: Tuesday, January 21, 2020 at 2:00PM EST,
DeKalb Lithonia/ East DeKalb Senior Center
2484 Bruce Street
Lithonia, GA 30058

Deadline for Submission of Questions: 5:00 P.M. ET, Tuesday, January 28, 2020
Bid Opening: 3:00 P.M. ET, Tuesday, February 18, 2020
Price Schedule Opening: 3 – 5 Business days after Bid Opening

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

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STATEMENT OF "NO BID"

If your company will not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "NO BID" Sheet and return, prior to the Bid Due Date established within, to:

Jovan Hooper, Procurement Agent
 jhooper@dekalbcountyga.gov

This information will help County in the preparation of future Bids.

ITB No.: 19-101195 **Title:** CONSTRUCTION OF EAST DEKALB COMMUNITY AND SENIOR CENTER AT BRUCE STREET

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

✓	Reason(s) for "NO BID"
	Unable to comply with product or service specifications.
	Unable to comply with Scope of Work (SOW).
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform the Work.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Other (please specify below).

Comments:

Signature: _____ **Date:** _____

ACKNOWLEDGEMENT OF BIDDER

I _____ have had the opportunity to review and have reviewed this Bid Document Package dated _____, 20__ in its entirety and I agree that it is accurate and complete. I _____ am duly and properly in office and I am fully authorized and empowered to execute this Acknowledgement for and on behalf of the Contractor.

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Name of Business

Federal Tax I.D. Number

ATTEST:

Signature

Name (Typed or Printed)

Title

ADVERTISEMENT FOR BIDS

DEKALB COUNTY, GEORGIA

INVITATION NUMBER 19-101195

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on the 18th day of February, 2020, at which time and place they will be publicly opened and read aloud, for furnishing all labor, materials, equipment, and all things necessary pursuant to Drawings, Specifications, conditions, etc., for **Construction of East DeKalb Community and Senior Center at Bruce Street**. Price Schedule Form shall be opened and read aloud three (3) to five (5) business days after Bid Opening.

SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE BID PRICE FORM) STAMPED “ORIGINAL” AND TWO SEALED IDENTICAL COPIES STAMPED “COPY” OF THE BID PACKAGE TO THE ADDRESS LISTED ABOVE.

Contract Documents, Drawings, and Specifications for this Work are on file and open for inspection at the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030. A complete set of documents may be obtained at:

**TECHNICAL SPECIFICATIONS, CONSTRUCTION DRAWINGS & HYDROLOGY REPORT/
STORMWATER ANALYSIS**

TECHNICAL SPECIFICATIONS:

<https://sftp.dekalbcountyga.gov/f/a3418aeaa912031b>

CONSTRUCTION DRAWINGS:

<https://sftp.dekalbcountyga.gov/f/a3418aeaa912031b>

HYDROLOGY REPORT/ STORMWATER ANALYSIS

<https://sftp.dekalbcountyga.gov/f/a3418aeaa912031b>

MANDATORY DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE ORDINANCE

You must attend at least one (1) **MANDATORY** DeKalb First LSBE meetings for this project in person, via tele or video conference. The dates scheduled for this ITB are:

Wednesday, January 8, 2020 at 10:00AM EST or 2:00PM EST

Wednesday, January 15, 2020 at 10:00AM EST or 2:00PM EST

Wednesday January 22, 2020 at 10:00AM EST or 2:00PM EST

Location of the meeting: 4572 Memorial Drive, Decatur, GA. 30032 – Main Conference Room B.

Participation is also available via video and/or audio conferencing. Attendance is required at only one (1) meeting each week, based on solicitation requirements.

To attend the 10:00am Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting:

<https://dekalbcountyga.zoom.us/j/157231430>

To attend the 2:00pm Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting:

<https://dekalbcountyga.zoom.us/j/308537243>

Please utilize audio conferencing if you are unable to access the Zoom Meeting, dial: 1-888-270-9936 Conference code 107222.

All attendees will be required to complete an introduction of themselves and provide contact information for the company in which they are representing during the meeting times. Please be sure to complete this task prior to leaving the meeting to ensure that your attendance has been recorded for eligibility to participate in the corresponding solicitations.

The teleconference can be accessed by dialing: (770) 414 - 2144 with PIN# 199812.

Failure to attend the Mandatory DeKalb First LSBE meeting will result in bid submission being deemed non-responsive.

MANDATORY PRE-BID CONFERENCE & SITE VISIT

A mandatory pre-bid conference and site visit will also be held at **2:00PM EST on the 21st day of January 2020 at: DeKalb Lithonia/ East DeKalb Senior Center, 2484 Bruce Street, Lithonia, GA 30058.** Bidders must attend and participate in both the pre-bid conference and site visit in person. For information regarding the pre-bid conference, please contact Jovan Hooper, Procurement Agent at (404) 371-3644.

CDBG FEDERALLY FUNDED PROJECTS

Attention is called to the fact that this project is being funded ultimately through the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development. The bidder is asked to pay special attention to the Federal Regulations included in the bid package. These regulations include The Davis-Bacon Act, Section 3, the Contract Work Hours and Safety Standards Act, the Copeland (Anti-Kickback Act), and the Fair Labor Standards Act.

QUESTIONS

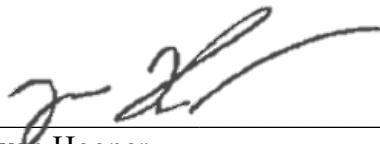
All questions concerning the Project and requests for interpretation of the solicitation may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing via email to jhooper@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests for interpretation received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

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

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES IN BIDDING, AND TO READVERTISE.

This 6th day of January 2020.

DEKALB COUNTY, GEORGIA

By: 

Jovan Hooper
Procurement Agent
Department of Purchasing and Contracting

INSTRUCTIONS TO BIDDERS

GENERAL

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00PM on the 18th day of February 2020, for ITB No. 19-101195 according to the Drawings and Specifications at the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030. Bid Price Forms shall be opened and read aloud 3 to 5 business days after Bid Opening Date. Sealed Bids shall be submitted on the form furnished by the County and shall be submitted in **triplicate**, designated as original or copy. **SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE BID PRICE SCHEDULE) STAMPED “ORIGINAL” AND TWO SEALED IDENTICAL COPIES STAMPED “COPY” OF THE BID PACKAGE TO THE ADDRESS LISTED ABOVE.**

Complete Drawings, Specifications and Bid price forms may be obtained from the DeKalb County website. Bids will be considered only from experienced and well-equipped contractors. Prior to beginning construction, the successful Bidder will file with the County a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the County; and furnish satisfactory proof of carriage of the insurance required.

SUBMITTING BIDS

Bids are to be submitted on the proper unaltered forms, and shall be addressed to the DeKalb County Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, sealed, dated and enclosed in an envelope or package appropriately marked on the outside with the name of the Bidder, the date and hour of opening, and the Invitation to Bid Number and Project Name.

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

PRICE SCHEDULE OPENING

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

BIDDER'S QUALIFICATIONS

Bidders must meet specific minimum qualifications in order to be considered for award under this Invitation to Bid. Contractor shall submit with bid, a completed Bidder's Qualification Form on page 18.

DAVIS-BACON ACT

Davis Bacon Act ensure that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act provides for the withholding of funds to ensure compliance and excludes from the wage requirements apprentices posted on the Davis Bacon website of the U.S. Department of Labor, <http://www.wdol.gov/dba.aspx> apply to this project.

CDBG FEDERALLY FUNDED PROJECTS

Attention is called to the fact that this project is being funded ultimately through the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development. The bidder is asked to pay special attention to the Federal Regulations included in the bid package. These regulations include The Davis-Bacon Act, Section 3, the Contract Work Hours and Safety Standards Act, the Copeland (Anti-Kickback Act), and the Fair Labor Standards Act.

BUSINESS LICENSE

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If Bidder is a joint venture, Bidder shall submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder 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 Bidder holds a professional license, then Bidder 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 proposed Bid being deemed non-responsive.

UTILITY SYSTEMS CONTRACTOR'S LICENSE

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its or its subcontractor's Georgia Utility Systems Contractor's License, Utility Manager's Certificate, and Utility Foreman's Certificate with its Bid. All licenses and certificates must be issued in the name of the person or entity that will perform the utility work. If a subcontractor's Georgia Utility Systems Contractor's License is submitted with the Bid, the subcontractor must be listed as such on appropriate Bidder's Lump Sum Price Form Bidder's Unit Price Form. All licenses and certificates must be current, valid, and issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format will result in the proposed Bid being deemed non-responsive.

GENERAL CONTRACTOR'S LICENSE NUMBER

As required by O.C.G.A. § 43-41-6, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Georgia General Contractor's License with its Bid. The Georgia General Contractor's License must be issued in the name of the Bidder or in the name of its qualifying agent. If a proposed Bidder is relying upon a qualifying agent's Georgia General Contractor's License, then the name of the proposed Bidder must be set forth on the license as an affiliated business organization/dependent licensee. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid will result in the proposed Bid being deemed non-responsive.

QUESTIONS, ADDENDA AND INTERPRETATION

All questions concerning the Project and requests for interpretation of the solicitation may be asked and answered at the pre-bid conference and/or site visit; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing via email to jhooper@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests for interpretation received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda. For questions and requests for interpretation after the pre-bid conference, each response shall be given in written addendum, separately numbered and dated, and published on the County website in sufficient time for interested

parties to review. **No responses to requests, answers to specification questions, or additional information shall be supplied after “TUESDAY, JANUARY 28, 2020.”**

ACKNOWLEDGMENT OF ADDENDA

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the Bid. Acknowledgments must be received by the County before the Bid opening time and date. Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. Bidder may call Jovan Hooper at (404) 371 - 3644 or send an email to jhooper@dekalbcountyga.gov to verify the number of addenda prior to submission. All addenda issued for this Project may be found on DeKalb County’s website: <https://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting>.

AUTHORITY TO SIGN

If a Bid is submitted by an individual, his/her name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Bidder in the form attached to the Bid Document Package must be executed and submitted with the Bid. If submitted by a joint venture, the Certificate of Authority – Joint Venture in the form attached to the Bid Document Package must be executed and submitted with the Bid. A post office box is not acceptable as a physical mailing address. The legal and proper name of the proprietorship, corporation, or partnership submitting the Bid shall be printed or typed in the space provided on the Certificate of Corporate Bidder.

BID GUARANTEE TO ACCOMPANY BID

Each Bid must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the amount of the Bid. The Bid Guarantee may be in the form of an official bank check payable to DeKalb County, or a Bid Bond in the form provided in the Bid Document Package. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES

Bidder shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

BUILDERS’ RISK INSURANCE COVERAGE

DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides “All-risk” form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:	
Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

RIGHTS RESERVED

The County reserves the right to reject any or all Bids, to waive informalities, and to re-advertise. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible. For consideration as a responsible Bidder, the proposed Bidder shall, among other qualifications, demonstrate in its Bid that it has been the general contractor engaged in construction and successful completion of facilities of similar character and magnitude for at least five (5) years, documented experience with design of this work, with not less than three (3) years’ experience in projects of similar size and complexity, at least one (1) of which shall have been in the state of Georgia. Bidder may be required to submit evidence setting forth qualifications which entitle him

to consideration as a responsible Bidder. A list of work of similar character successfully completed within the last five (5) years may be required as set forth in the Invitation to Bid giving the location and size of each project. Bidder shall complete the Reference and Release Form attached to the Bidder Document Package. In addition, the Bidder shall submit upon request by the County, a list of equipment available for use on this Work with its Bid. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal and will be cause for rejection as non-responsive. No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

AWARD OF CONTRACT

The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the County, price and other factors considered. The County is entitled to make the determination in its sole discretion. The Contract between the County and the Contractor shall be executed in the form attached to the Bid Document Package starting on page 54 and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.*

FAILURE TO EXECUTE CONTRACT

The County shall have sixty (60) days after the time set for openings of Bids to notify a Bidder of the County's acceptance of the Bid and its intent to award the Contract to such Bidder. If the County so notifies a Bidder and the Bidder fails to enter into the Contract in the form attached to the Bid Document Package beginning on page 51 within ten (10) days of receiving such notice, or fails within that time to provide the required Payment and Performance Bonds and proof of required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the County as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder, and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

TIME AND LIQUIDATED DAMAGES

Construction must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed, by signing and inserting the acknowledgement date on the Notice to Proceed. Contractor shall fully complete the **Work in its entirety within five hundred forty-seven (547) calendar days from and including the acknowledgement date.** For failure to complete the Work within this period, the Contractor shall pay the County liquidated damages in the amount of **Five Hundred and No/100 Dollars (\$500.00)** for each day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

LOCATIONS AND SITE

The site of the proposed Work is at the above stated location(s) within DeKalb County, Georgia. By submitting a Bid, the Bidder accepts the site in its present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. The Bidder shall, before submitting a Bid, visit the site and acquaint itself with the actual conditions and the location of any or all obstructions that may exist on the site. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all of the documents comprising the Contract and Bid Document Package. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid. The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the County. If applicable to the Work, all easements and rights-of-way documents are available for inspection in the office of the DeKalb County Planning & Sustainability, 330 East Ponce de Leon Avenue, Decatur, GA. The Contractor shall not be entitled to damages and agrees not to make any claim against the County, its officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

SECTION 3 PLAN AND STATEMENT OF COMPLIANCE

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-or very-low income residents in connection with projects and activities in their neighborhoods. **Section 3 Plan and Statement of Compliance Form must be completed and included with bid.**

DEKALB FIRST ORDINANCE

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>

It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at pcadmin-ops@dekalbcountyga.gov or (404) 371-7051.

FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION

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. In order for a Bid to be considered, it is mandatory that the Bidder's Affidavit of Compliance with O.C.G.A. §13-10-91 included as page 51 be completed and submitted with the Bid.

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.

FIRST SOURCE JOBS ORDINANCE

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included on page 29, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

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

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.

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. The regulations implementing the Title VI Civil Rights Act provisions for HUD programs are found in 24 CFR Part 1446. 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).

CONSTRUCTION CONTINGENCY

Bidders shall add a ten percent (10%) Construction Contingency for the project. Refer to Bidder's Price Schedule. Contingency is requested in the event of unforeseen changes in the Work.

RIGHTS RESERVED - AWARDS

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

STANDARD COUNTY CONTRACT

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

BIDDER'S QUALIFICATION FORM

Bidders must meet the following required experience qualifications:

I. INSTRUCTIONS:

Failure to adhere to the instructions below may result in the bid being deemed non-responsive.

- A. Bidder shall not attach information in lieu of completion of the forms provided below and any specifically requested attachments. All information requested by the County shall be provided.
- B. Bidder's qualifications and ability to complete this project will be determined based upon the information presented. All questions must be answered in full.

II. MINIMUM REQUIREMENTS:

- A. Bidder shall have a minimum five (5) years' experience on projects of similar size and scope and shall provide a list of three (3) projects performed within the past ten (10) years evidencing such experience. Reference projects shall be submitted in Section IV of this form.
- B. DeKalb County reserves the right to confirm all information provided in Section IV and obtain references from the project manager and/or architect. A poor reference may be grounds for disqualification from this project.
- C. Bidder shall not be currently under indictment for criminal misconduct involving any local, state, or federal government entity.

III. BIDDER INFORMATION:

A. Current name and address of Bidder:

Bidder's Name: _____
Mailing Address: _____
City: _____
State and Zip: _____
Contact Person: _____
Telephone, fax and email: _____

B. Experience of Bidder:

- 1. Does Bidder have a minimum five (5) years' experience on projects of similar size and scope: _____
- 2. How many years has Bidder operated under current company name: _____

If you answer “Yes” to any of the questions below, please attach a separate document providing the details of the situation.

3. Has Bidder failed to complete a construction project in the last 10 years? _____
4. Has Bidder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government? _____
5. Attach copies of the following to this form:
 - a. Company Quality Control Program
 - b. Company Safety Program
 - c. OSHA Citations received in the past 5 years

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS:

The Bidder must demonstrate satisfactory work as described under Section II, above. Use the attached Project forms to demonstrate these requirements. Describe projects in terms of degree of difficulty, problems encountered, etc., or any pertinent information that might be used to evaluate ability to complete the work described in this ITB.

A. Project No. 1

Project Name and Location: _____

Project Type: _____

Project Manager: _____ Contact Name: _____

Address: _____

Contact Telephone: _____ Contact Email: _____

Architect/Engineer: _____ Contact Name: _____

Address: _____

Contact Telephone: _____ Contact Email: _____

Construction Cost: \$ _____ Completion Date (approx.): _____

Project Size (in square feet): _____

Approximate percentage of cost of the work performed by Bidder’s own workforce: _____

General description of scope of work: _____

Other comments: _____

B. Project No. 2

Project Name and Location: _____

Project Type: _____

Project Manager: _____ Contact Name: _____

Address: _____

Contact Telephone: _____ Contact Email: _____

Architect/Engineer: _____ Contact Name: _____

Address: _____

Contact Telephone: _____ Contact Email: _____

Construction Cost: \$__ Completion Date (approx.): .

Project Size (in square feet): .

Approximate percentage of cost of the work performed by Bidder's own workforce: _____

General description of scope of work: _____

Other comments: _____

C. Project No. 3

Project Name and Location: _____

Project Type: _____

Project Manager: _____ Contact Name: _____

Address: _____

Contact Telephone: _____ Contact Email: _____

Architect/Engineer: _____ Contact Name: _____

Address: _____

Contact Telephone: _____ Contact Email: _____

Construction Cost: \$_____ Completion Date (approx.): _____

Project Size (in square feet): _____

Approximate percentage of cost of the work performed by Bidder's own workforce: _____

General description of scope of work: _____

Other comments: _____

PRICE SCHEDULE FORM

*****PRICE SCHEDULE FORMS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

KEY	COMPONENT DESCRIPTION	ESTIMATE	COMMENTS/ INCLUSIONS/ EXCLUSIONS
A	GENERAL CONSITIONS AND CONTRACTOR FEE	\$	
B	BULDING FOUNDATIONS AND SLAB-ON-GRADE	\$	
C	STRUCTURAL SYSTEM	\$	
D	ROOFING SYSTEM	\$	
E	EXTERIOR WALL SYSTEM	\$	
F	ENTRANCE DOORS AND OPENINGS	\$	
G	INTERIOR DOORS AND OPENINGS	\$	
H	INTERIOR PARTITIONS	\$	
I	WALL FINISHES	\$	
J	FLOOR FINISHES AND BASE	\$	
K	CEILINGS AND SOFFITS	\$	
L	STAIRS AND RAILINGS	\$	
M	ACCESSORIES AND SPECIALTIES	\$	
N	FIXED EQUIPMENT	\$	
O	CASEWORK AND MILLWORK	\$	

*****PRICE SCHEDULE FORMS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

KEY	COMPONENT DESCRIPTION	ESTIMATE	COMMENTS/ INCLUSIONS/ EXCLUSIONS
P	LOOSE EQUIPMENT AND FURNISHINGS	\$	
Q	MECHANICAL CONVEYANCES	\$	
R	WATER SUPPLY AND TREATMENT	\$	
S	WASTE WATER DISPOSAL AND TREATMENT	\$	
T	PLUMBING	\$	
U	FIRE PROTECTION	\$	
V	HVAC SYSTEM	\$	
W	ELECTRICAL POWER	\$	
X	LIGHTING	\$	
Y	SPECIAL SYSTEMS AND COMMUNICATIONS	\$	
Z	SITE DEVELOPMENT	\$	
AA	SITE UTILITIES	\$	
BB	DEMOLITION	\$	
	Additional, if needed	\$	
	Additional, if needed	\$	
	Additional, if needed	\$	

*****PRICE SCHEDULE FORMS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

KEY	COMPONENT DESCRIPTION	ESTIMATE	COMMENTS/ INCLUSIONS/ EXCLUSIONS
	Additional, if needed	\$	
	Additional, if needed	\$	
	Additional, if needed	\$	
	OWNER'S CONTINGENCY (10%)	10%	
	TOTAL CONSTRUCTION COST	\$	

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

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

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

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

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

Bidder declares his intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly prohibited without prior written approval from the County. *(List names of all subcontractors and the work to be provided by the subcontractor on the lines provided below.)*

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

_____.

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

Signed, sealed, and dated this _____ day of _____, 20____.

By: _____ (SEAL)
Signature

Print Name of Signer

Title of Signer

Name of Business Entity Submitting Bid

Bidder's Street Address

Bidder's City, State and Zip Code

Bidder's Phone Number

Bidder's Fax Number

Bidder's E-Mail Address



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, malee@dekalbcountyga.gov, vnicksion@dekalbcountyga.gov, or jmjones@dekalbcountyga.gov

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

FIRST SOURCE JOBS ORDINANCE INFORMATION

**EXHIBIT 2
NEW EMPLOYEE TRACKING FORM**

Name of Bidder _____
Address _____
E-Mail _____
Phone Number _____
Fax Number _____
Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)
If so, the approximate number of employees you anticipate hiring: _____

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.

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

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

DATE:

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE:

CONTACT FAX:

CONTACT E-MAIL ADDRESS:

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

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

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

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

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT DRUG MVR BACKGROUND OTHER _____

Please return form to: Business Solutions Unit (First Source)

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 4

EMPLOYMENT ROSTER
DeKalb County

Contract Number: _____

Project Name: _____

Contractor: _____

Date: _____

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

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

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

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

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”.) For all contracts, a signed letter of intent

from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

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

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

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

EXHIBIT A

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

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

PRIME BIDDER/PROPOSER _____

SOLICITATION NUMBER: **19-101195**

TITLE OF UNIT OF WORK: **Construction of East DeKalb Community and Senior Center at Bruce Street**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
 ___ LSBE-DeKalb ___ LSBE-MSA

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

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

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

Name of Company	
Address	

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

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

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

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

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

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

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

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

EXHIBIT A, CONT'D

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

Bidder/Proposer Statement of Compliance

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

1. Non-Discrimination Policy

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

2. Commitment

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

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required) Date

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

Notary Public

My Commission Expires: _____

EXHIBIT B

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

Instructions:

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

To: _____
(Name of Prime Contractor Firm)

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

ITB Number: 19-101195

Project Name: Construction of East DeKalb Community and Senior Center at Bruce Street

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: _____

CERTIFICATE OF CORPORATE BIDDER

I, _____ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Bidder herein, same being organized and incorporated to do business under the laws of the State of _____; that _____ (*insert name of individual signing the Bid*) who executed this Bid on behalf of the Bidder was, then and there, _____ (*insert title of individuals signing the Bid*) and that said Bid 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:

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

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

I, _____,⁽¹⁾ certify that:

1. I am the _____⁽²⁾ of _____,⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Invitation to Bid or Request for _____ Proposal No. _____ for _____
_____ (*insert Project Name*);
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Invitation to Bid or Request for Proposal No. _____ 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 (if Venturer is a LLP) of Venturer.
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 THE BID OR PROPOSAL.

BIDDER’S 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 Bidder 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, 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, as amended. The undersigned further verifies that it will continue to use the federal work authorization program for the Contract Term, and it will only contract with Subcontractors who have registered for the federal work authorization program. The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) 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 and Description			

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ (hereinafter called the Principal) and _____

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

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for (*insert name of the Project*) _____

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

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

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

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

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

REQUIRED DOCUMENTS CHECKLIST

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

Bid Page No.	Title	Check This Box If Included With Bid
4	Bid Acknowledgement Form*	
10	Utility Systems Contractor's License*	
10	General Contractor's License*	
18	Bidder's Qualification Form*	
28	First Source Jobs Acknowledgement Form *	
29	New Employee Tracking Form*	
32	DeKalb First LSBE Information with Exhibits A and/or B*	
44	Contractor Reference and Release Form*	
45	Subcontractor Reference and Release Form, if applicable**	
48	Required Documents Checklist*	
49	Oath of Successful Bidder*	
63	Contractor Affidavit*	
64	Subcontractor Affidavit**	
65	Sub-subcontractor Affidavit**	
85	Section 3 Plan and Statement of Compliance*	

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

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

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

Printed Name

Signature

**STATE OF GEORGIA
COUNTY OF DEKALB**

CONTRACTOR AFFIDAVIT AND OATH OF SUCCESSFUL BIDDER

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 for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

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:

CONTRACT NO. XXXXXXXX



**CONTRACT
FOR
CONSTRUCTION**

**BETWEEN
DEKALB COUNTY, GEORGIA**

AND

Invitation No.: 19-101195

Construction of East DeKalb Community and Senior Center at Bruce Street

Jovan Hooper, Procurement Agent, Phone: (404) 371 - 3644, e-mail: jhooper@dekalbcountyga.gov

STATE OF GEORGIA

COUNTY OF DEKALB

EXHIBIT 1

CONTRACT FOR CONSTRUCTION

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

I. SCOPE OF WORK

- A. The term “Work” means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the County with the facilities, improvements, features, and functions in strict conformity with the General Requirements attached hereto as Attachment A, and as described in the Specifications and the Drawings included in the Bid Document Package. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.
 - (1) The Work relates to the following Project:
 - (2) Work not included in this Contract (*if applicable*):
- B. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.

II. TIME, TERM AND LIQUIDATED DAMAGES

- A. **Contract Time.** The Contractor shall commence the Work under this Contract within ten (10) days from the date on the Notice to Proceed. Contractor shall fully complete the Work within five hundred forty-seven (547) calendar days from and including the date on the Notice to Proceed. If the Change Order only seeks to extend the Contract Time, it may be approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

- B. **Contract Term.** As required by O.C.G.A §36-60-13, this Contract shall commence immediately upon the execution date. This Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20___, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.
- C. **Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay liquidated damages of Ten Thousand Dollars (\$10,000.00) for each day that Substantial Completion of the Work is delayed past the Contract Time. The Contractor agrees that the foregoing rate is a reasonable pre-estimate of the probable damages that the County will suffer if Substantial Completion is delayed, and said daily rate is intended to compensate the County for its damages and is not intended to penalize the Contractor for its delay. The County may deduct such liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not deducted from any unpaid amounts due the Contractor are payable to the County at the County's demand, together with interest from the date of the demand at a rate equal to seven percent (7%) per annum.

III. PAYMENT

- A. **Contract Price.** As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of _____

page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

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

- (1) Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
- (2) When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the County, and there are no outstanding claims by the Contractor, Subcontractors, lower tier subcontractors, as that term is defined by state law, or Suppliers, the withholding of retainage shall be discontinued.
- (3) If after discontinuing retainage, the County determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the County determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment of retainage within thirty (30) days. If minor items remain incomplete at that time, an amount equal to two hundred percent (200%) of the value of each item, as determined by the County, shall be withheld until such items are completed.
- (4) The Contractor shall within ten days from the Contractor's receipt of each payment from the County pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County. The Subcontractor shall, within ten days from the Subcontractor's receipt of payment, pass through payments to lower tier
- (5) subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
- (6) Contractor and County agree to abide by all applicable provisions of Georgia state law concerning retainage, including but not limited to O.C.G.A. § 13-10-80 and 13-

10-81. If the terms of this contract concerning retainage conflict with state law, state law governs.

- (7) *For contracts relating to the installation, extension, improvement, maintenance or repair of any water or sewer facility add the following provision: As required by O.C.G.A. § 13-10-81, Retainage shall be invested by the County at the current market rate and any interest earned on the retained amount shall be paid to the Contractor when the Project has been completed within the time limits specified and for the price specified in this Contract or in change orders approved in accordance with the terms of this Contract, upon the County’s receipt of certification by the engineer in charge of the Project in the manner and form required by O.C.G.A. §13-10-81.*

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

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

Insert User Department Address here.

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

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

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

IV. NOTICE

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

If to the County:

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

and

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

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

With a copy to: _____

If to the Contractor:

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

V. FEDERAL WORK AUTHORIZATION

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

VI. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as Attachment E. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor warrants that it has all requisite power and authority to enter into and perform its obligations under this Contract, and that the execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

VII. PERFORMANCE AND PAYMENT BONDS AND INSURANCE REQUIREMENTS

- A. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract performance bond, attached hereto as Attachment F and a payment bond, attached hereto as Attachment G, each in the amount of \$ _____, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the County as part of this Contract.
- B. It is further agreed between the parties hereto that if at any time after the execution of this Contract and the surety bonds, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within five (5) days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.
- C. The Contractor shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee, attached hereto as Attachment H. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.
- (1) *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:
- | | |
|---|-------------|
| Employer's liability insurance by accident, each accident | \$1,000,000 |
| Employer's liability insurance by disease, policy limit | \$1,000,000 |
| Employer's liability insurance by disease, each employee | \$1,000,000 |
- (2) *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage liability
 \$1,000,000 personal and advertising injury liability
 \$2,000,000 general aggregate
 \$2,000,000 products-completed operations aggregate
 \$100,000 damage to rented premises (each occurrence)
 \$5,000 medical expense (any one person)

- (3) *Umbrella or Excess Insurance.* Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence
 \$5,000,000 aggregate

- (4) *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.

- (5) *Builder’s Risk Insurance Coverage (If Applicable).* DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides “All-risk” form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:	
Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value

Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

- D. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the County and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- E. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- F. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- G. In addition to procuring and maintaining commercial general liability insurance, automobile liability and commercial umbrella insurance, for the Contract Term, Contractor shall continue to procure and maintain the products-completed operations liability insurance coverage and commercial umbrella insurance after the Work is substantially complete for the entire Contract Term or for the applicable five-year statutory limitation, whichever is greater. For such period of time, all terms and conditions of such coverage shall remain unchanged, including the limits specified herein and the requirement to provide the County with coverage as an additional insured.
- H. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.
- I. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor’s obligation to maintain such coverage.
- J. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

VIII. CERTIFICATES OF INSURANCE

- A. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- B. The Contractor agrees to name the County and its officers as additional insured on the commercial general liability insurance, using the ISO Additional Insured Endorsement forms CG20101001 (ongoing operations) and CG20371001 (products-completed operations) forms, or form(s) providing equivalent coverage.
- C. Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor.
- D. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- E. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in the Work.
- F. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.
- G. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- H. Such certificates should be sent to the County and must identify the "Certificate Holder" as follows:

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

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

IX. ATTACHMENTS

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

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

Attachment B, Subcontractor's Affidavit.

Attachment C, Sub-subcontractor's Affidavit(s).

Attachment D, Certificate of Corporate Authority or Joint Venture Certificates

Attachment E, Performance Bond and Accompanying Power of Attorney

Attachment F, Payment Bond and Accompanying Power of Attorney

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

Attachment H, Technical Specifications

Attachment I, Construction Drawings

Attachment J, Hydrology Report/ Stormwater Analysis

Attachment K, Federal Requirements and Provisions

- B. In addition to the foregoing, the Bid Document Package dated January 6, 2020 the original of which is maintained in the County's Department of Purchasing and Contracting, forms an essential part of this Contract as if fully set out herein.

[SIGNATURES APPEAR ON NEXT PAGE]

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

NAME OF CONTRACTOR

DEKALB COUNTY, GEORGIA

By: _____
Signature (SEAL)

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

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

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

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

County Attorney Signature

DeKalb County Department
Director

County Attorney Name
(Typed or Printed)

ATTACHMENT A

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT B

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT D

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

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

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

This _____ day of _____, 20____.

_____ (Corporate Seal)
Secretary

ATTACHMENT E

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

I, _____, ⁽¹⁾ certify that

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

This _____ day of _____, 20____.

INSTRUCTIONS:

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

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

ATTACHMENT F
 (Consisting of 3 pages)
PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

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

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

ATTACHMENT G
 (Consisting of 2 pages)
PAYMENT BOND

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

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

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

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

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

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

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

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

ATTACHMENT H**TECHNICAL SPECIFICATIONS**

The proposed project is a new 16,090 gross square foot facility in Lithonia, Georgia. The address is 2449 Bruce Street, Lithonia, GA, 30058. The site is a vacant lot across the street from the existing East DeKalb Senior Center. The new District 5/East DeKalb Senior Center will be a one-story structure and will include a multipurpose/dining room with a moveable partition wall and stage, a large kitchen, a lounge area/TV room, library/reading room, a fitness room, yoga/dance room, a large classroom area with a moveable partition wall, a sewing/arts & crafts room, multiple computer stations, a billiards/game room, administrative area, restrooms, lockers, surface parking, landscaping and other work included in the Contract Documents. The site is also home to the Lithonia Negro School Ruins, a contributing site within the National Register of Historic Places (NRHP)-listed Lithonia Historic Site. After the Senior Center is complete, the Arabia Mountain National Heritage Alliance will be conducting a separate project to preserve and commemorate the site. The Contractor will be expected to protect and maintain the site during construction.

Click the following link: [TECHNICAL SPECIFICATIONS](#)

Manual Link: <https://sftp.dekalbcountyga.gov/f/a3418aeaa912031b>

ATTACHMENT I
CONSTRUCTION DRAWINGS

Click the following link: [DRAWINGS](#)

Manual Link: <https://sftp.dekalbcountyga.gov/f/a3418aeaa912031b>

ATTACHMENT J

HYDROLOGY REPORT/ STORMWATER ANALYSIS

Click the following link: [HYDROLOGY REPORT/ STORMWATER ANALYSIS](#)

Manual Link: <https://sftp.dekalbcountyga.gov/f/a3418aeaa912031b>

ATTACHMENT K

FEDERAL REQUIREMENTS AND PROVISIONS

Federal Labor Standards Provisions

Requirements for Federally Assisted Construction Projects

Section 3 Plan and Statement of Compliance

Davis-Bacon Wage Determination DeKalb County, GA - Building

FEDERAL LABOR STANDARDS PROVISIONS

Federal Labor Standards Provisions
Office of Labor Relations

**U.S. Department of Housing
and Urban Development**

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the

plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without re-bate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records re- quired under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an ap- prentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work

actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable ap- prentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is ap- proved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprentice- ship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the pay- roll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work

on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.....

makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(1) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from

any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph. (1) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

A. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds

\$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

This project is funded wholly (or in part) by the Community Development Block Grant Program. Since this is a federally funded project, there are a number of federal requirements that must be followed, including the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA) and others.

The contractor is responsible for labor standards compliance of all subcontractors and lower-tier contractors and for ensuring that the Labor Standard Provisions for this project and the applicable wage decisions are included in all subcontractors and lower-tier contracts. In addition to complying with federal regulations, the contractor is also required to attend a pre-construction meeting with the DeKalb County Community Development staff prior to starting construction.

Below are basic explanations of the relevant regulations, which the contract must comply. The following is a list of federal requirements which must be included in the Request for Proposals:

Fair Housing and Equal Opportunity

Title VI of the Civil Rights Act of 1964, As amended:

No person may be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving Federal assistance on the basis of race, color or national origin. The regulations implementing the Title VI Civil Rights Act provisions for HUD programs are found in 24 CFR Part 1.

Age Discrimination Act of 1975, As Amended:

Prohibits age discrimination in programs receiving Federal financial assistance. Regulations may be found in 24 CFR Part 146.

Section 109 of Title I of the Housing and Community Development Act of 1974: Requires that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded with CDBG funds on the basis of race, color, religion, national origin or sex.

Handicapped Accessibility

Americans with Disabilities Act:

The Act provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services and telecommunications. The Act also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. This Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.

Section 504:

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination in Federally assisted programs on the basis of handicap.

Architectural Barriers Act of 1968:

Federal and Federally-funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people.

Employment and Contracting

Equal Employment Opportunity, Executive Order 11246, as amended:

Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding \$10,000.

Section 3 of the Housing and Urban Development Act of 1968:

Requires that, to the greatest extent feasible, opportunities for training and employment arising from CDBG will be provided to low-income persons residing in the program service area. To the greatest extent feasible, contracts for work to be performed in connection with CDBG will be awarded to business concerns that are located in or owned by persons residing in the program service area.

Minority/Women's Business Enterprise:

Grantees must prescribe procedures acceptable to HUD for a minority outreach program to ensure the inclusion to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in all contracts.

Davis-Bacon and Related Acts:

Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act provides for the withholding of funds to ensure compliance, and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.

The Contract Work Hours and Safety Standards Act (CWHSSA)

This Act requires time and one-half pay for any overtime hours worked on the covered project. Overtime hours is defined as hours worked in any one workweek in excess of 40 hours.

The Copeland Act (Anti-Kickback Act)

This Act prohibits any employer from requiring a laborer or mechanic to kickback any part of their wages. In accordance with this Act, every employer (contractors and subcontractors) must submit weekly payrolls for review.

Fair Labor Standards Act:

Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

Conflict-of-Interest:

In accordance with 24 CFR 570.611, no person who exercises (or has exercised) any functions or responsibilities with respect to CDBG activities (or who is in the position to participate in decisions or gain inside information) may obtain a financial interest or benefit from a CDBG activity or have an

interest in any contract, subcontract, or agreement for themselves or for persons with business or family ties.

Any questions regarding the above information can be directed to the DeKalb County Community Development Department, at (404) 371-2727.

SECTION 3 PLAN AND STATEMENT OF COMPLIANCE

Name of Project: _____

_____ is very aware of the opportunity to provide training and employment opportunities to Section 3 residents (low and very-low income).

_____ intends to:

1. Hire new employees in accordance with DeKalb County First Source Ordinance for this project. Yes ___ No ___

2. Utilize subcontractors on the LSBE certified vendors list available on DeKalb County Purchasing and Contracting website (<https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>) to complete this project. Yes ___ No ___

To the greatest extent feasible, the prime contractor and/or subcontractors will provide training and employment opportunities to Section 3 residents and Section 3 business concerns. Efforts will be made to employ Section 3 residents at all job levels.

3. These efforts will include the following actions checked below:

- () Utilize DeKalb County First Source Jobs registry to identify Section 3 residents to be hired for the project.
- () Utilize DeKalb County Purchasing and Contracting to identify subcontractors for the project that are self-certified as Section 3 businesses.
- () Utilize DeKalb County Purchasing and Contracting to identify DeKalb First LSBE businesses for the project.
- () Advertise contracting opportunities via newspaper, mailings and/or posting notices that provide general information about the work to be contracted and where to obtain additional information.
- () Provide written notice of contracting opportunities to all known Section 3 business units.
- () Coordinate pre-bid meetings at which the Section 3 business units would be informed of upcoming contracting opportunities in advance.
- () Contact DeKalb County’s DeKalb First LSBE contractor associations and community organizations to inform them of contracting opportunities and to request their assistance

in identifying Section 3 businesses units.

- () Establish relationships with the Small Business Administration (SBA), Minority and Women’s Business Enterprise M/WBE Association, Community Development Corporations, and other sources as necessary to assist with educating and mentoring residents possessing a desire to start a business.
- () Develop, or through its subcontractors develop, resources to provide training and employment opportunities to Section 3 program participants.
- () Advertise employment or training opportunities by distributing flyers via mass mailings and/or posting in common areas of local housing developments as well as the DeKalb County Housing Authority offices.
- () Contact neighborhood community organizations to request their assistance in notifying residents of the available training and employment opportunities specifically those in the areas surrounding the named project.
- () Develop a database of certified Section 3 residents.
- () Develop a database to maintain a skill assessment of all Section 3 residents.
- () Develop a database of eligible qualified Section 3 Business concerns to contact with respect to the availability of subcontracting opportunities.
- () Provide a specific number of Section 3 program participants to be trained or employed.
- () Designate a Section 3 Coordinator to coordinate all Section 3 efforts concerning the project and to meet with individuals or businesses who feel that they meet the Section 3 eligibility guidelines to complete a job readiness assessment. (Once this assessment is complete, the Section 3 Coordinator will determine if the individual or business meets the eligibility requirements and is job ready. The Section 3 job readiness component is a part the commitment to provide economic opportunities and training to residents/eligible participants and to assist them in becoming gainfully employed.)
- () Adopt a policy to utilize DeKalb County residents and other Section 3 eligible persons and businesses in our subcontracting opportunities.
- () Follow the numerical goal established by the Department of Housing and Urban Development (HUD) as a minimum commitment of the Section 3 Requirements. The numerical goal is:
 - Thirty percent (30%) of the aggregate number of **new hires** in any fiscal year.
- () Ensure that subcontractors, vendors and suppliers implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals

must demonstrate in writing why meeting this goal is not feasible. The Section 3 Clause will be included within all of our subcontractor contracts in which CDBG funds are being used.

- () Adopt the following scale for Section 3 resident hiring that is to be used on all subcontractor construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in a percentage of contracted labor efforts. It is intended that the majority of its Section 3 requirements will be satisfied through its subcontractors.

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT GOAL AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars

With this sliding formula, it is expected that an appropriate number of low and very-low income residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts.

- () Assist subcontractors with little or no experience in achieving Section 3 hiring and contracting goals by requiring the subcontractor to present a list, of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract. Provide subcontractors with a list of interested and qualified Section 3 residents for construction projects, and will provide subcontractors with a list of Section 3 business units interested and qualified for construction projects.
- () Review the new hire clause with subcontractors to ensure that the requirement is understood. **It is not intended for subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person**, when hiring additional employees needed to complete proposed work to be performed with CDBG funds.

() Other:

We understand that the above listed activities are required in the contract with _____ and that these activities will be monitored by DeKalb County Community Development staff. In addition, there are specific reporting requirements that are identified in the contract. Non-compliance will be

deemed a violation of the Contract and will result in payment being withheld and termination of the Contract.

Signed: _____

Date: _____

DAVIS-BACON WAGE DETERMINATION DEKALB COUNTY, GA - BUILDING

General Decision Number: GA20190126 09/27/2019

Superseded General Decision Number: GA20180138

State: Georgia

Construction Type: Building

County: Dekalb County in Georgia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/15/2019
2	03/22/2019
3	04/05/2019
4	06/28/2019
5	09/27/2019

ASBE0048-002 04/01/2019

	<u>Rates</u>	<u>Fringes</u>
FIRESTOPPER.....	\$ 28.12	16.26
BOIL0026-001 03/01/2018		

	<u>Rates</u>	<u>Fringes</u>
BOILERMAKER.....	\$ 28.97	22.39
* ELEC0613-014 09/02/2019		

	<u>Rates</u>	<u>Fringes</u>
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....	\$ 32.35	32%

ELEV0032-001 01/01/2019

	<u>Rates</u>	<u>Fringes</u>
ELEVATOR MECHANIC.....	\$ 41.36	33.705

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0926-001 07/01/2018

	<u>Rates</u>	<u>Fringes</u>
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator, Bobcat/ Skid Loader/Skid Steer, Bulldozer, Forklift and Loader.....	\$ 23.24	10.43
Crane.....	\$ 30.63	10.88
Oiler.....	\$ 22.35	11.08
PLUM0072-023 08/01/2018		

	<u>Rates</u>	<u>Fringes</u>
PLUMBER.....	\$ 28.48	15.91
PLUM0072-024 08/01/2018		

	<u>Rates</u>	<u>Fringes</u>
PIPEFITTER (Including Installation of HVAC Pipe, HVAC Unit and HVAC Electrical/ Temperature Controls).....	\$ 28.48	15.91
SFGA0669-001 04/01/2017		

	<u>Rates</u>	<u>Fringes</u>
SPRINKLER FITTER (Fire Sprinklers).....	\$ 28.54	15.84
SHEE0085-001 07/01/2017		

	<u>Rates</u>	<u>Fringes</u>
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding Metal Roof Installation).....	\$ 31.54	13.58
SUGA2012-045 08/11/2012		

	<u>Rates</u>	<u>Fringes</u>
ACOUSTICAL CEILING MECHANIC.....	\$ 15.00	0.00
ALARM INSTALLER.....	\$ 19.36	3.78
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER (Drywall Finishing, Drywall Hanging, and Metal Stud Installation).....	\$ 18.22	0.00
CARPENTER Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work and Metal Stud Installation.....	\$ 21.60	4.01
CEMENT MASON/ CONCRETE FINISHER.....	\$ 13.52	0.00
ELECTRICIAN (Low Voltage Wiring and Installation of Sound and Communication Systems).....	\$ 21.76	5.70
FLOOR LAYER (Carpet, Vinyl and Resilient Flooring).....	\$ 20.00	0.00
FORM WORKER.....	\$ 13.37	0.50
GLAZIER.....	\$ 17.55	3.50
INSULATOR (Batt, Blown and Foam).....	\$ 17.67	0.14

IRONWORKER, REINFORCING.....	\$ 20.48	8.41
IRONWORKER, STRUCTURAL.....	\$ 20.00	0.35
LABORER: Common or General.....	\$ 11.19	0.00
LABORER: Flagger.....	\$ 13.44	0.00
LABORER: Landscape.....	\$ 12.19	0.00
LABORER: Mason Tender - Brick.....	\$ 9.00	0.00
LABORER: Pipelayer	\$ 12.00	0.23
MECHANICAL INSULATOR (Insulates Duct, Pipe and Unit of Mechanical System).....	\$ 21.00	12.41
OPERATOR: Asphalt Spreader.....	\$ 16.53	0.00
OPERATOR: Grader/Blade.....	\$ 17.52	0.00
OPERATOR: Roller.....	\$ 14.49	0.00
OPERATOR: Screed.....	\$ 14.17	0.00
PAINTER: Brush, Roller and Spray.....	\$ 17.40	3.87
ROOFER, Excludes Installation of Metal Roofs.....	\$ 10.49	0.64
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 21.75	0.00
TILE FINISHER.....	\$ 10.36	0.00
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.67	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.41	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION